



1500 Walnut Street, Suite 1600, Philadelphia, PA 19102
Telephone 215-561-9160 www.picapa.org

April 27, 2020

Ms. Lisa A. Ritter, CPA, CFE, CITP
Maher Duessel
3003 N. Front Street
Suite 101
Harrisburg, PA 17110

Re: Auditing Services

Dear Ms. Ritter:

This letter shall set forth the terms upon which the Pennsylvania Intergovernmental Cooperation Authority (the “Authority”) will engage MaherDuessel (the “Provider”) to provide auditing services (the “Services”), as described in Exhibit A, for the Authority. This letter, including all appendices hereto, shall hereinafter be referred to as the “Agreement”. This Agreement constitutes the complete and entire understanding between the Authority and the Provider with respect to the Services and supersedes all prior or contemporaneous promises, representations and warranties, oral or written. Any amendment or modification of this Agreement must be approved in writing by both the Authority and the Provider.

Intending to be legally bound hereby, the Authority and the Provider hereby agree as follows:

1. Services: The Provider shall perform the Services and shall assign Ms. Lisa A. Ritter, CPA, CFE, CITP, as the lead on the engagement. The Services shall be provided in accordance with such schedule as the Authority and the Provider may mutually agree to in writing from time to time, provided that the completion date of the Services under this Agreement, shall be no later than 120 days after the Authority’s fiscal year end, in accordance with the Pennsylvania Intergovernmental Cooperation Authority Act (the “PICA Act”); this date is subject to change at the sole discretion of the Authority, due to its being contingent upon the City of Philadelphia’s timeframe for preparation of its own statements.

The Provider agrees to provide the Authority the Services described in Exhibit A (which Exhibit A contains the Provider’s proposal submitted on February 26, 2020 to the Authority in response to the Authority’s request for proposals) and in accordance with generally accepted accounting principles (GAAP) and Governmental Accounting Standards Board (GASB).

2. Initial Term: The initial term of this Agreement (the “Initial Term”) shall be from the date of this Agreement to and including December 31, 2020.

3. Additional Terms: The Authority, at its sole option, can amend this Agreement to add, on an annual basis, up to four (4) successive one year terms beginning on January 1 and ending on December 31 (“Additional Terms”). The same terms and conditions applicable in the “Initial Term”, other than the cost of services, shall be applicable to the “Additional Terms”. The Authority shall give Provider no less than thirty (30) days written notice of its intent to amend this Agreement to add an Additional Term prior to the beginning of each annual Additional Term. There shall be no liability or penalty to the Authority for electing not to amend the term of the Agreement to add Additional Terms. Each Additional Term of this Agreement shall be deemed to constitute a separate Agreement, whose term shall not exceed one (1) year.
4. Compensation: For the “Initial Term” the Provider shall be entitled to compensation for providing the Services for a fixed fee of \$39,900, inclusive of all travel costs and other out-of-pocket expenses and based on an estimated 210 hours of work. If the Authority elects to amend this Agreement to add any Additional Terms, the fees will be \$39,000 for the first Additional Term and \$39,900 for each of the three Additional Terms. The fee shall be due upon receipt by the Authority, from the Provider, of its final audited financial statements and the auditor’s report thereon. The Provider shall submit invoices in reasonable detail to the Authority showing the amount of time spent and services performed. Payment of all invoices submitted to the Authority in proper form shall be made by the Authority within 30 days after receipt by the Authority of such invoices.

If Provider invoices remain unpaid, or if the Authority communicates a refusal to pay the invoices, the Provider reserves the right to stop work on Services covered by the Agreement.

5. Consultation: The Provider agrees to consult with and keep the Authority fully informed as to the progress of the Services and all other matters covered by this Agreement. The Provider will prepare a separate specific request for necessary information to complete the Services including: documents, employee data and asset information. The Authority agrees to use its best efforts to provide the Provider with timely data, feedback and decisions to meet all objectives of the Agreement. The Provider will not be held responsible for delays in performance when the delay is due to a failure, on the part of the Authority, to provide information in a timely manner.
6. Confidentiality. The Provider will preserve the confidentiality of any information received from the Authority in accordance with all legal and professional requirements and as otherwise provided in this Agreement. The Authority will honor all of the Provider’s copyrights, patents and trademarks relating to the Provider’s Services. The Provider’s copyrights, patents and trademarks include any software systems, actuarial methodologies, or other technical systems. The Authority does not have any right, title or interest in any hardware, software, benefit payment or benefit administration systems owned and copyrighted by the Provider.
7. Subcontracting: The Provider may not assign, delegate, transfer or subcontract all or any part of its rights or responsibilities under this Agreement without the prior express written consent of the Authority. Any assignee or subcontractor expressly approved by the Authority is herein referred to as a “Subcontractor”. For the purposes of this Agreement, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge or other transfer of any ownership interest in the Provider or the duties under this Agreement.

8. Ownership of Information: All documents, data, reports, records and other information (collectively, the “Information”) acquired or produced by the Provider in carrying out and performing the Services, whether such Information is in preliminary or final form, are and shall remain the sole property of the Authority. The Authority shall have the right to use all such Information without restriction or limitation and without any additional compensation to the Provider, and the Provider shall have no right or interest therein. No Information shall be disclosed or furnished by the Provider or any Subcontractors to, or discussed by, the Provider or any Subcontractors with any person, firm or entity other than the officers and employees of the Provider and the Subcontractors (but only in the ordinary course of business in providing the Services) or the Authority without the express prior written consent of the Authority and shall be kept strictly confidential. There are no intended third-party beneficiaries to this Agreement. The Provider’s obligations are solely to the Authority.
9. Conflict of Interest: The Provider covenants that neither it nor any Subcontractors has or will have any undisclosed public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest, which does or may conflict in any manner with the performance of the Services under this Agreement. Any such conflicts shall be promptly disclosed to the Authority. The Provider further covenants that, in the performance of this Agreement, no person having such interest shall be employed by or associated with the Provider.
10. Independent Contractor: In performing the Services required by this Agreement, the Provider will act as an independent contractor and not as an employee or agent of the Authority. This Agreement is not intended to be, nor shall it be construed as, a joint venture, association, partnership, franchise or other form of business organization. The Authority shall have no liability for any actions of the Provider or any Subcontractors under this Agreement.
11. Termination: Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at any time, with or without cause, at the convenience of the Authority upon not less than seven (7) days’ prior written notice by the Authority to the Provider. If the Authority elects to terminate this Agreement as a result of the Provider’s non-performance or unsatisfactory performance, or as a result of the Provider’s breach of this Agreement, no compensation shall be due to the Provider under this Agreement for any further work or for the work not performed or properly determined to be unsatisfactory, and the Authority shall have all rights and remedies available to it under this Agreement and applicable law, including the right to seek damages. The Authority, in addition to any other rights provided in this paragraph, may require the Provider to transfer title and deliver immediately to the Authority, in the manner and to the extent directed by the Authority, any and all partially completed work, including, where applicable, reports, working papers, and other documentation, as the Provider has specifically produced or specifically acquired for the performance of such part of the Agreement as has been terminated.
12. Non-discrimination/Sexual Harassment: The Provider and all Subcontractors shall comply with all applicable provisions of state and federal laws, rules and regulations pertaining to non-discrimination, sexual harassment, and equal employment opportunity, including the provisions of the Non-discrimination/Sexual Harassment Clause, which is attached hereto as Appendix B and incorporated in this Agreement by reference.
13. Integrity Provisions: The Provider and all Subcontractors shall comply with the Subcontractor Integrity Provisions which are attached hereto as Appendix C and incorporated in this Agreement by reference.

14. Responsibility Provisions: The Provider and all Subcontractors shall comply with the Responsibility Provisions which are attached hereto as Appendix D and incorporated in this Agreement by reference.
15. Americans with Disabilities Act: The Provider and all Subcontractors shall comply with the Americans with Disabilities Act in accordance with Appendix E attached hereto and incorporated herein by reference.
16. Audit Provisions: This Agreement is subject to audit by agencies of the Commonwealth of Pennsylvania (the "Commonwealth") and their designated representatives, including audits of actual costs incurred for this Agreement. The Provider agrees to maintain records that will support the prices charged and costs incurred for this Agreement. At the direction of the Authority or the Commonwealth, all of the Provider's books and records related to this Agreement shall be made available for audit at a site designated by the Authority or the Commonwealth.
17. Preservation of Records. The Provider shall preserve books, documents, and records sufficient to justify the charges billed to the Authority for three (3) years after expiration of this Agreement, or until all questioned items are resolved after the Services are furnished under this Agreement, whichever occurs last. The Provider shall give full and free access to all records to the Authority and its authorized representatives.
18. Offset Provisions: The Provider agrees that the Authority may set off the amount of any state tax liability or other debt of the Provider that is owed to the Commonwealth and not being contested on appeal against any payments due the Provider under this Agreement.
19. Indemnification and Hold Harmless Clause: The Provider shall indemnify the Authority and hold the Authority harmless from any and all claims, demands, liabilities, costs and actions based upon or arising out of any activities performed by the Provider and any Subcontractors and their respective employees and agents under this Agreement and shall, at the request of the Authority, defend any and all actions brought against the Authority based upon any such claims, demands, liabilities, costs and actions.
20. Notice: Any written notice to the Authority under this Agreement shall be sufficient if mailed by certified mail or hand delivered to:

Harvey M. Rice, Esquire
Executive Director
Pennsylvania Intergovernmental Cooperation Authority
1500 Walnut Street, Suite 1600
Philadelphia, PA 19102

Any written notice to the Provider under this Agreement shall be sufficient if mailed by certified mail or hand delivered to:

Lisa A. Ritter, CPA, CFE, CITP
Maher Duessel
3003 N. Front Street
Suite 101
Harrisburg, PA 17110

21. Force Majeure: No party to this Agreement shall be in default of this Agreement to the extent that any delay or failure in performance of its obligations results from any cause beyond its reasonable control such as Acts of God, acts of civil or military unrest, national emergencies, embargoes, epidemics, war, riots, insurrections, acts of terrorism, fires, accidents, explosions, earthquakes, floods, unusually severe weather conditions and equipment failures or failure of the mails, transportation or third party communication facilities or power supply, sabotage, labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of either party) or any other similar cause beyond the reasonable control of a party. When a party's delay or nonperformance continues for a period of at least ninety (90) days or such longer period permitted by relevant federal government notices as might relate to the Services, the other party may terminate this Agreement upon ten (10) days prior written notice and the compensation due to the Provider will be adjusted on such equitable basis as the parties may agree. All timetables and schedules, if any, will be extended for the duration of the circumstances beyond the control of the party.
22. Representatives: The Authority and the Provider shall each designate representatives authorized to take routine actions and make routine decisions with respect to the Project and this Agreement in order to avoid unreasonable delay in the progress of the Services.
23. Insurance: The Provider shall obtain and maintain at all times commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence with a general aggregate of \$2,000,000. The policies for such insurance shall be issued by financially sound insurance companies and shall name the Authority as an additional insured. The Provider shall furnish proof of such insurance to the Authority promptly upon request of the Authority from time to time.
24. Severability: Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, which shall remain in full force and effect. It is further agreed that if any part of the Agreement is determined invalid, either party may open negotiations solely with respect to a substitute for such Article, Section, or portion only.
25. Applicable Law: This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. The Provider consents to the jurisdiction of any court of the Commonwealth and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Provider agrees that any such court shall have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

[Signature Page Follows]

If you are in agreement with the foregoing, please countersign this letter in the space provided below.

Very truly yours,

PENNSYLVANIA INTERGOVERNMENTAL
COOPERATION AUTHORITY

By _____

Name:

Title:

Date:

Accepted and Agreed as of
the date first above-written:

MAHER DUESSEL

By _____

Name:

Title:

Date:

If you are in agreement with the foregoing, please countersign this letter in the space provided below.

Very truly yours,

PENNSYLVANIA INTERGOVERNMENTAL
COOPERATION AUTHORITY

By Harvey M. Rice
Name: Harvey M. Rice
Title: Executive Director
Date: 5-1-2020

Accepted and Agreed as of
the date first above-written:

MAHER DUESSEL

By Lisa A. Rette
Name:
Title:
Date:

Exhibit A

DESCRIPTION OF SERVICES

Appendix B

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Agreement, the Provider agrees as follows:

1. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any subcontract, the Provider, Subcontractor, or any person acting on behalf of the Provider or Subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of the Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Provider nor any Subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Agreement on account of gender, race, creed, or color.
3. The Provider and any Subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice sexual harassment will be disciplined.
4. The Provider shall not discriminate by reason of gender, race, creed, or color against any Subcontractor or supplier who is qualified to perform the work to which the Agreement relates.
5. The Provider and each Subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Provider shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Provider shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.

6. The Provider shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each Subcontractor.

7. The Authority or the Commonwealth may cancel or terminate the Agreement, and all money due or to become due under the Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Authority may proceed with debarment or suspension and may place the Provider in the Contractor Responsibility File.

Appendix C

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, the Provider agrees to the following:

1. The Provider shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to the Provider on or that govern contracting with the Commonwealth.
2. The Provider shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Provider employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all the Provider’s employees.
3. The Provider, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. The Provider, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. The Provider, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. The Provider, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. The Provider, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

- 8.** The Provider shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to the Provider's financial interest prior to Commonwealth execution of the contract. The Provider shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Provider's submission of the contract signed by the Provider.

- 9.** The Provider, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, the Provider under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by the Provider from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:

 - a.** Approved in writing by the Commonwealth prior to its disclosure; or
 - b.** Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c.** Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d.** Necessary for purposes of the Provider's internal assessment and review; or
 - e.** Deemed necessary by the Provider in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f.** Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
 - g.** Otherwise required by law.

- 10.** The Provider certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

 - a.** Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- b.** Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by the Provider or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1)** obtaining;
 - (2)** attempting to obtain; or
 - (3)** performing a public contract or subcontract.

The Provider's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c.** Violation of federal or state antitrust statutes.
- d.** Violation of any federal or state law regulating campaign contributions.
- e.** Violation of any federal or state environmental law.
- f.** Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g.** Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 *et seq.*
- h.** Violation of any federal or state law prohibiting discrimination in employment.
- i.** Debarment by any agency or department of the federal government or by any other state.
- j.** Any other crime involving moral turpitude or business honesty or integrity.

The Provider acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that the Provider has been officially notified, charged, or convicted.

- 11.** If this contract was awarded to the Provider on a non-bid basis, the Provider must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to the Provider by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, the Provider shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. The Provider shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. The Provider's employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Provider employees to the registration and reporting requirements of the law. Actions by outside lobbyists on the Provider's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When the Provider has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, the Provider shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
14. The Provider, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. The Provider shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged non-compliance with these provisions. The Provider agrees to make identified employees available for interviews at reasonable times and places. The Provider, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Provider's integrity and compliance with these provisions. Such information may include, but shall not be limited to, the Provider's business or financial records, documents or files of any type or form that refers to or concern this contract.
16. For violation of any of these the Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with the Provider, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to

complete performance under this contract, and debar and suspend the Provider from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

- a.** “Confidential information” means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to the Provider from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of the Provider; or e) has not been independently developed by the Provider without the use of confidential information of the Commonwealth.
- b.** “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
- c.** The “Provider” means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in the Provider.
- d.** “Financial interest” means:
 - (1)** Ownership of more than a five percent interest in any business; or
 - (2)** Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e.** “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.
- f.** “Immediate family” means a spouse and any unemancipated child.
- g.** “Non-bid basis” means a contract awarded or executed by the Commonwealth with the Provider without seeking bids or proposals from any other potential bidder or offeror.

- h.** “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

Appendix D

RESPONSIBILITY PROVISIONS

1. The Provider certifies, for itself and its Subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Agreement, that neither the Provider, nor any such Subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Provider cannot so certify, then it agrees to submit, concurrently with its execution of this Agreement, a written explanation of why such certification cannot be made.
2. The Provider also certifies, that as of the date of its execution of this Agreement it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Provider's obligations pursuant to these provisions are ongoing from and after the effective date of this Agreement through the termination date thereof. Accordingly, the Provider shall have an obligation to inform the Commonwealth if, at any time during the term of this Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Provider, any of its Subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Provider to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default on the part of the Provider under the Agreement.
5. The Provider agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Provider's compliance with the terms of this or any other agreement between the Provider and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Provider shall not be responsible for investigative costs for investigations that do not result in the Provider's suspension or debarment.
6. The Provider may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

Appendix E

AMERICANS WITH DISABILITIES ACT

During the term of this contract, the Provider agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act*, 28 C.F.R. § 35.101 et seq., the Provider understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Provider agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans with Disabilities Act* which are applicable to all benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The Provider shall be responsible for and agrees to indemnify and hold harmless the Authority and the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Authority or the Commonwealth as a result of the Provider's failure to comply with the provisions of Paragraph 1 above.

If you are in agreement with the foregoing, please countersign this letter in the space provided below.

Very truly yours,

PENNSYLVANIA INTERGOVERNMENTAL
COOPERATION AUTHORITY

By Harvey M. Rice
Name: Harvey M. Rice
Title: Executive Director
Date: 5-1-2020

Accepted and Agreed as of
the date first above-written:

MAHER DUESSEL

By Lia A. Rette
Name:
Title:
Date: