

Contract Number 2420463

December 2023, D. Cantú-Hertzler (dlb)
City of Philadelphia
Philadelphia Water, Sewer and Storm
Water Rate Board

PROVIDER AGREEMENT

General Consultant Services

THIS PROVIDER AGREEMENT is executed on January 23, 2024, and effective as of December 2, 2023, between **The City of Philadelphia** (the “City”), through the Philadelphia Water, Sewer and Storm Water Rate Board (the “Department”), and **Community Legal Services, Inc.** (“Provider”).

BACKGROUND

This agreement is for Provider to provide general consultant services to the City in accordance with the provisions of this Provider Agreement, the City of Philadelphia Professional Services Contract General Provisions for General Consultant Services, as revised July 2020 (the “General Provisions”), as amended, and all of the other documents and exhibits that constitute the Contract Documents and the Contract as those terms are defined in the General Provisions. A copy of the General Provisions is attached and incorporated in the Contract by reference.

Accordingly, intending to be legally bound, the City and Provider agree as follows:

ARTICLE I: GENERAL TERMS

- 1.1 Incorporation of Background.** The Background is incorporated by reference.
- 1.2 Definitions.** Capitalized terms have the meanings assigned to them in the General Provisions.

ARTICLE II: TERM

- 2.1 Initial Term.** The Initial Term of this Contract starts December 2, 2023, and expires December 1, 2024.
- 2.2 Additional Term(s).** The City may amend this Contract in its sole discretion in accordance with Section 2.2 (Additional Terms) of the General Provisions. The terms and conditions applicable during the Initial Term shall be applicable during any Additional Term.

ARTICLE III: SERVICES AND MATERIALS

- 3.1 Services and Materials.** Provider shall perform the Services and provide the Materials as described in the exhibit listed below, which is attached and incorporated by reference:

Exhibit PA-1: Scope of Services

ARTICLE IV: COMPENSATION

- 4.1 Compensation.** As compensation for the Services and Materials being provided, the City shall pay Provider in accordance with **Exhibit PA-1 (Scope of Services)**, subject to all limitations on the allowability of cost items imposed by the City of Philadelphia Contract Cost Principles and Guidelines. Notwithstanding anything in this Contract to the contrary, the Office

of the Director of Finance may not certify payments under the Contract that in total exceed Three Hundred Fifty Thousand Dollars (\$350,000.00).

4.2 Manner of Payment.

(a) Payment shall be made after Provider's timely submission of invoices to the Responsible Official, in the number, form, and content acceptable to the Responsible Official, accompanied by such additional supporting data and documentation as the Responsible Official may require. All payments to Provider are contingent upon satisfactory performance of the terms and conditions of this Contract. Provider shall submit its final invoice not more than sixty (60) days from completion of the Services and delivery of Materials.

(b) All payments to Provider shall be by deposits into Provider's designated bank account by electronic means, unless the City, in its sole discretion, makes payment by check. Provider agrees that the City need not make payment until Provider has completed and submitted to the City the appropriate electronic payment processing enrollment form at <https://vendor-payments.phila.gov/login>. Only the individuals identified by Provider as authorized to execute contracts and change financial and banking information on behalf of Provider will be eligible to receive passwords, which shall be in Provider's sole control. Provider must immediately confirm all changes to banking information by emailing voucherverification@phila.gov and the Department and by giving notice to the Department. The City may delay new payments until the Department has confirmed the validity of the change. Provider, and not the City, shall be solely responsible for any City payment following the unauthorized use of a Provider password.

(c) The City reserves the right to withhold or offset against any funds payable to Provider for any invoice for which the Responsible Official asserts a discrepancy exists or for Provider's failure to satisfactorily perform the terms of the Contract, as determined solely by the City.

ARTICLE V: MISCELLANEOUS PROVISIONS

5.1 Notice. The addresses and email addresses for notice to the City and Provider are as follows:

IF TO THE CITY:

Attn.: **Daniel W. Cantú-Hertzler, Senior Attorney**
City of Philadelphia Law Department
One Parkway, 17th Floor, 1515 Arch Street
Philadelphia PA 19102
Telephone: 215-683-5061
Email: daniel.cantu-hertzler@phila.gov

IF TO PROVIDER:

Attn.: **Robert W. Ballenger, Energy Unit Senior Attorney**
Community Legal Services, Inc.
1424 Chestnut Street
Philadelphia PA 19102
Telephone: 215-981-3788
Email: Rballenger@CLSphila.org

and

**Rachel Courtney, Executive Assistant
Community Legal Services, Inc.
1424 Chestnut Street
Philadelphia PA 19102
Telephone: 215-981-3766
Email: rcourtney@clsphila.org**

5.2 Modifications to the General Provisions. The General Provisions are amended as set forth in the exhibit listed below, which is attached and incorporated by reference:

Exhibit PA-2: Modifications to the General Provisions

5.3 Acknowledgement of the General Provisions. Provider acknowledges that it has read and understands the terms and conditions contained in the General Provisions, as amended, and that it is legally bound by all of the terms of this Contract, including those set forth in the General Provisions.

5.4 Electronic Signatures. The Parties agree to execute this Provider Agreement electronically using the means of electronic signature provided below.

[The remainder of this page has been left blank intentionally. Signature page follows.]

IN WITNESS OF THEIR AGREEMENT TO THE PROVISIONS ABOVE, the Parties have caused this Provider Agreement to be executed and delivered by their respective duly authorized officers as of the first date in the preamble of this Provider Agreement.

APPROVED AS TO FORM

THE CITY OF PHILADELPHIA

RENEE GARCIA, ACTING CITY SOLICITOR

Through: Philadelphia Water, Sewer and Storm Water Rate Board

Per: DocuSigned by:
Daniel W. Cantú-Hertzler
F9EFBF13599B43A...

By: DocuSigned by:
Irwin "Sonny" Popowsky
B5DB49D845364D6...

Name: Daniel W. Cantú-Hertzler

Name: Irwin "Sonny" Popowsky

Title: Senior Attorney

Title: Chair, Phila Water, Sewer and Storm Water Rate Bd

COMMUNITY LEGAL SERVICES, INC.

By: DocuSigned by:
John P. Lavelle, Jr.
32DC0498EB384CF...

Name: John P. Lavelle, Jr.

Title: President

WITNESS

By: DocuSigned by:
Patrick Devine
CF58395CAC2740F...

Name: Patrick Devine

Title: _____



City of Philadelphia Contract Routing Slip

External Negotiation/Encumbrance & Budget Verification (Conformance Manager)

1. Review contract as signed by vendor and consult with supervisor.



- Click the check box to attach additional documentation, if required.
2. Confirm Encumbrance then forward in ACIS to Budget Verification.
 3. Confirm Budget Verification completed in ACIS.
 - Send to Law.

Approve as to Form – Attorney Upload Document (Optional)

Click the check box to attach additional documentation, if required.

After AATF – Forward in ACIS

- Forward in ACIS to Initial Certification.



Finance Certification

- Attach the Endorsement Sheet then forward in ACIS to Finance Review.

Finance Review – Office of the Chief Administrative Officer

- Review then forward in ACIS to Department Signs Contract.

After Departmental Review – Forward in ACIS

- Forward in ACIS to Conformance.

Conformance Review (Conformance Clerk)

- Conform Contract and Conform in ACIS.

Exhibit PA-1 Scope of Services

Public Advocate
Representing the Interests of Small Users
Of the Philadelphia Water Department
Before the Philadelphia Water, Sewer and Storm Water Rate Board

Contract Opportunity: 21231005214948

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- A. Résumés of Specific Personnel
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- C. Statement of Financial Capacity (Audited Financial Statements)

1. Introduction/Executive Summary

Contract Opportunity: **21231005214948**

Community Legal Services, Inc. (CLS), shall serve as Public Advocate in upcoming Philadelphia Water Department (PWD) rate proceedings and related activities before the Philadelphia Water, Sewer and Storm Water Rate Board (Board), in behalf of all small users of the PWD, beginning on or before the date upon which PWD provides notice to Council and the Board of its intention to submit a proposed revision in service rates, as set forth in Philadelphia Code § 13-101(7).

For the services of CLS attorneys, and the services of expert consultants, CLS proposes a not-to-exceed annual budget of \$350,000.

2. Applicant Profile

Community Legal Services, a 501(c)(3) nonprofit organization, is one of the finest legal services providers in the country, last year supplying direct free legal assistance to approximately 10,000 low- and moderate-income Philadelphians. As the largest legal aid provider in Philadelphia, we make important contributions to the legal services field in Philadelphia, but repercussions from our work also reverberate across the Commonwealth and throughout the country.

Founded in 1966 by the Philadelphia Bar Association, CLS' mission is to fight poverty, challenge systems that perpetuate injustice, and change lives through cutting-edge advocacy and exceptional legal representation. In pursuing this mission, CLS provides services to eligible people in need and does not discriminate according to race, age, religion, gender, disability, or sexual orientation.

CLS targets much of its direct client services primarily to indigent Philadelphia residents, generally those people living at up to 187.5% of the federal poverty level. In recent years, CLS has developed several projects and funding streams to provide direct legal representation to moderate-income Philadelphia families (typically having incomes up to 250-300% of the federal poverty level) concerning, among other things, utilities, home ownership and consumer rights. CLS's Energy Unit has also advised clients regarding resources and issues affecting their small businesses, such as restaurants and take out/sandwich shops, child/day care operators, clothing sale/design/manufacturing, welding and construction. Additionally, over the years, numerous CLS clients have resided in and/or owned mixed-use properties containing vacant and occupied commercial and small business spaces (sometimes used by others). These extensive experiences help inform CLS attorneys of the myriad interests of all small user customers, residential and commercial alike.

The Energy Unit of CLS, in addition to providing direct client services regarding utility matters, currently serves as the Public Advocate in Philadelphia Gas Works (PGW) matters before the Philadelphia Gas Commission and has historically served as the Public Advocate in Philadelphia Water Department rate cases. The Energy Unit also intervenes in PECO

Energy and PGW rate cases and other matters before the Pennsylvania Public Utility Commission on behalf of Philadelphia membership-based organizations such as Tenant Union Representative Network.

CLS partners with numerous nonprofit organizations and government agencies throughout Philadelphia to provide and accept client referrals and to provide complementary services. Through clients and partner organizations and agencies, our caseworkers learn about emerging trends adversely impacting struggling Philadelphians. We develop strategies to address these issues through direct client representation and to prevent them through broader systemic advocacy.

CLS maintains offices at 1424 Chestnut Street, 1410 W. Erie Avenue, and 100 N. 18th Street, in Philadelphia. CLS's tax information is included in **Appendix B** [redacted]. The primary contact for CLS regarding this proposal is Robert Ballenger, who works at CLS's 1424 Chestnut Street location, and can be reached 215-981-3788 or rballenger@clsphila.org.

3. Project Understanding

The project requests a qualified contractor to serve as Public Advocate in behalf of the interests of small user customers of PWD as a group concerning the review and determination by the Board of appropriate rates and charges in forthcoming PWD rate proceeding(s). CLS has performed an analogous function on behalf of residential customers for several decades prior to the establishment of the Board pursuant to the PWD rate process regulations then in effect. Since the Board was vested with jurisdiction to establish PWD rates and charges, CLS has consistently served as Public Advocate in all PWD rate proceedings, with the exception of the 2016 Special Rate Proceeding (Community Gardens).¹ CLS has also consistently provided input on the Board's procedures and regulations.

CLS has, most recently, served as the Public Advocate in the 2016, 2018, 2020 and 2021 and 2023 base rate proceedings, the 2019-2023 annual TAP rate reconciliation proceedings, and the 2022 Special Rate Proceeding. For institutional reasons, utility rates have historically been a matter of great concern to CLS, whose client base has raised many issues of affordability and reasonable terms of service, which are issues consistent with the interests of all small users. For this reason, CLS has dedicated significant resources to the establishment of expertise in rate case litigation within the Energy Unit.

Although PWD's proposal has not yet been filed with the Board, we can anticipate on the basis of past experience some of the major areas of concern. As is typical of utility rate cases, CLS proposes to utilize expert consultants for analysis of the various dimensions of the filing. We propose that CLS select expert consultants for the Public Advocate in connection with finalization of the contract. We have identified proposed expert consultants in this submission, and have provided estimates of the anticipated fees for such experts. However, we have not finalized negotiations with those potential experts. In addition, in the

¹ Notably, although the Board declined CLS's proposal to serve as Public Advocate in the Community Gardens proceeding, Robert Ballenger nonetheless submitted information requests, via a public input statement, and attended hearings in his individual capacity.

event of a need after finalizing the contract, we have proposed language regarding subcontracts that would enable the Board to approve any other changes in expert consultants that may be necessary to advance the interests of the small user customers. This language is identical to the approved language in the most recent Public Advocate contract, No. 2020413.

CLS submits that, due to its consistent involvement in PWD rate proceedings over more than three decades, including eleven proceedings before the Board since 2016, its ongoing contributions to the Board's procedures and regulations, and its significant expertise in representing the interests of customer groups in utility rate proceedings affecting Philadelphians, CLS is uniquely suited to serve as Public Advocate.

4. Proposed Scope of Work

a. Project Details

CLS will perform the required tasks set forth in the Scope of Work, Section II of the Request for Proposals (RPF), in a manner consistent with the highest professional standards, and as described more fully below. CLS submits that the main objective of the Public Advocate is to seek to ensure just and reasonable rates, established on a reasonably scientific basis, for Small User Customers, as defined in the Board's Regulations, whose interests the Rate Board has designated CLS to represent. CLS will seek to achieve this objective diligently, expeditiously, and effectively, through the process set forth in the Board's rate regulations, and pursuant to the procedural orders of the Hearing Officer.

b. Services and Tangible Work Products

CLS will retain expert consultants to assist our review and development of the record before the Board in PWD's forthcoming rate proceeding. CLS maintains strong relationships with experts with proven track records in utility rate proceedings, including in prior PWD rate proceedings. CLS will collaborate with these experts throughout the term of the contract, ensuring continued awareness of and contribution toward the work necessary to achieve the objectives of this contract.

The Public Advocate will provide the general services and work products described in Section II.C of the RFP. Additional information on how CLS will provide those services and work products, broken down according to the phases of work typically performed, is set forth more fully below. Although CLS has sought to provide reasonable detail, some flexibility in both services and work product must nonetheless be contemplated. For example, services and work product may be expected to adjust to meet the needs of the Board or to respond to matters raised by other participants and within the purview of the selected Hearing Officer. CLS will adapt to those needs to ensure that the interests of small users are represented according to the highest professional standards.

- *Representing the Interests of Small Users in the Rate Proceeding*

CLS proposes to utilize its experienced staff and imminently qualified consultants to scrutinize PWD's proposed submissions to the Board for modifications to water rates and charges and forcefully represent the interests of small users as a group in maintaining vital water services at just and reasonable rates. To do so, CLS will rely upon its decades of experience as representatives of individual utility customers and membership organizations across sectors. This experience, representing residential customers with household incomes higher than the limitations imposed on traditional rate assistance programs (typically, 150% FPL) and small business customers who may not qualify for residential bill assistance programs, will enable CLS as Public Advocate to understand and represent the interests of all Small User Customers, defined in the Board's Regulations and RFP to include all residential and small business customers of the Water Department within the City, typically with 5/8 inch meters and storm water charges that are not individually assessed. Consistent with past proceedings, CLS will exercise its independent judgment, taking into consideration all information available on the record, including public input, to develop both its approach to the proceeding and the positions it ultimately takes.

If at any time any issues presented in PWD's rate request, or other proposals identified in the course of the rate review proceeding, are amenable to settlement, CLS will participate in settlement discussions with the goal of advancing the interests of small user customers as a group.

CLS shall provide services to the Board throughout the contract term, including engaging with other stakeholders for purposes including, but not limited to, sharing information and developing shared understandings concerning rate proceedings and related hearings with representatives of the City Administration, City Council, City Council Committees, customer groups, neighborhood groups, business and trade associations, non-profit organizations, and student groups. Such services shall not include lobbying activities. CLS shall also share information and develop shared understandings with the Board, the Hearing Officer, and the Water Department and other participants in rate proceedings, while also seeking to advance the interests of Small User Customers.

To the extent approved by the Board, CLS shall also engage with PWD and Water Revenue Bureau personnel outside of rate proceedings concerning the interests of Small User Customers in attempting to narrow the focus of disputes in future rate proceedings and in seeking to address concerns on which the Board has requested reporting. CLS will also attend Board meetings and be prepared to report on its progress during and between rate proceedings.

- *Overview of Public Advocate Rate Proceeding Activities*

In a typical base rate proceeding, CLS's services are primarily grouped into four phases, not including public input and participation, which occurs throughout the proceeding: the pre-hearing phase, the hearing preparation phase, the technical hearing/briefing phase, and the exceptions and review phase. Each is discussed more fully below. For purposes of

quantifying the extent to which Public Advocate resources may be utilized in each of these phases, the following information shows the distribution of CLS's and its consultants' hours and fees during the 2023 General and TAP-R Reconciliation proceedings:²

- Prehearing Phase (December 2022 – March 2023): 48% of overall fees (\$93,707.10)
 - o 410.6 consultant hours
 - o 175 CLS hours (136.7 attorney, 38.3 paralegal)
- Hearing Preparation Phase (April 2023): 27% of overall fees (\$52,105)
 - o 221.5 consultant hours
 - o 65.5 CLS hours (63 attorney, 2.5 paralegal)
- Hearing/Briefing Phase (May 2023): 22% of overall fees (\$43,367.40)
 - o 80.5 consultant hours
 - o 143.2 CLS hours (all attorney)
- Exceptions/Review Phase (June 2023 – August 2023): <3% of overall fees (\$5,317.10)
 - o 7 consultant hours
 - o 18.1 CLS hours (all attorney)

The pre-hearing phase of work is of critical importance and, in a general rate proceeding typically entails the submission of several hundred written requests and review of documentary responses for the preparation of testimony. CLS will seek discovery and production of relevant evidence to advance the interests of the small user customers. Assuming CLS is selected as Public Advocate, according to the timetable set forth in Section II.D of the Request for Proposals, CLS will commence work with its expert rate consultants, as well as the Board's Technical Consultant and PWD, prior to PWD's submission of its Advance Notice of proposed increased rates. The goal of work prior to PWD's Advance Notice will be to review PWD quarterly reporting pursuant to the Board's 2023 Rate Determination and to engage in any discussions with the Technical Consultant and PWD to identify information or submit pre-filing discovery required to ensure CLS is prepared to critically review PWD's Advance Notice. Once PWD submits its Advance Notice, CLS will coordinate the conduct of additional discovery with its experts, through written interrogatories and any discovery conferences that might be scheduled by the Hearing Officer.

Although discovery is ongoing through the majority of the rate proceeding, the pre-hearing phase of the work is most intensive prior to the submission of testimony. The majority of anticipated expenses (based on past experience) are attributable to discovery, including responses to discovery from other participants, and participation in pre-hearing conferences and activities overseen by the Hearing Officer. Included within this phase of work is CLS's publication and transmission of information broadly to members of the public to engage small users and others in the public hearing process. CLS proposes to continue to leverage its paralegal resources for outreach purposes, as this has proven to be cost-effective in the past. This work is discussed more fully below.

² This is not intended to estimate future expenses, as CLS cannot anticipate each and every task to undertake in a rate proceeding, but is meant to respond to the RFP's request to identify the estimated time and expense associated with each task necessary to perform pursuant to the Public Advocate contract. See RFP at II.I.

As discovery activities overlap and extend into the hearing preparation phase, CLS will work closely with its expert consultants to prepare and submit written testimony and/or other evidence to represent the interests of the small users regarding PWD's rate proposals. CLS and its consultants are more than sufficiently familiar with PWD's bond and insurance requirements and anticipate that experience with those requirements will be beneficial in advancing the goals of small users as a group in PWD's rate proceeding. As an illustration, the month of April 2023, preceding the early May technical hearings, demonstrates the extent of CLS and its consultants' activities and fees. The majority of these expenses are associated with the preparation and submission of testimony and preparation for technical hearings.

The hearing and briefing phase typically involves the most significant commitment of time by CLS attorneys in a short window of contract performance. As an illustration, the month of May 2023 included both technical hearings and conclusion of briefing. Included in this phase is the preparation and examination of witnesses for PWD and other participants, as well as the development and review of hearing exhibits to guide participants in the technical hearing and ensure a thorough and clear transcript. CLS will examine, analyze and seek to clarify the position of other participants and witnesses, including through interrogation and on-the-record examination. Through understanding and ensuring the creation of a hearing record concerning the views of all interested stakeholders, CLS will be able to craft its summary and argument for the Hearing Officer's review, in the form of the Public Advocate's Main Brief. Although certainly the Public Advocate may commence pre-briefing activity prior to this phase, following the technical hearings, CLS attorneys focus extensive time and effort on crafting the Public Advocate's Main Brief in order to present clear and concise arguments for adjustments to revenue requirements, cost allocation, and related matters, for the Hearing Officer's consideration.

Following the issuance of the Hearing Officer Report, the final phase of work undertaken by the Public Advocate consists of drafting and submitting any exceptions or comments to the Board regarding the recommendations made by the Hearing Officer. Included in this final phase, the Public Advocate reviews the Board's Final Rate Determination, and may undertake additional outreach and educational activities regarding the outcome. The Public Advocate may also convene discussions with PWD and other participants to ensure common understanding and application of the requirements imposed by Final Rate Determination. Lastly, the Public Advocate and its consultants will review PWD's compliance filing to ensure that it appropriately reflects the Board's Rate Determination. In 2023, a very small portion of the total amount invoiced for the Public Advocate's services was attributable to this final phase of work, taking place from June through August 2023. This can be attributed, in part, to the exceptional quality of work performed by the Board's Hearing Officer.

CLS notes that the Board has never compensated the Public Advocate for participation in any appeals of its Final Rate Determination or any interlocutory appeal, and the RFP explicitly excludes from Public Advocate services work undertaken in appeals taken by the Public Advocate. While CLS submits that it may be appropriate, in some circumstances, to extend the Public Advocate services to appeals, particularly if an appeal by another party is intended to, or could reasonably lead to, higher rates and charges for small user customers, CLS

specifically acknowledges that the Board does not expect to approve any payment to CLS in connection with appeals.

- *Outreach and Engagement (Public Input Hearings)*

Throughout the term of the contract, CLS will be available to consult individual small users (encouraging them to participate in public hearings), and will engage in community education services, media outreach and communications to raise awareness among small users of the potential issues PWD's rate proceeding may present. The goal of this aspect of proposed work is to encourage members of the public to ask for and obtain information in support of their own interests, presenting their specific experiences, concerns, and questions to the Board for its consideration. On occasion, members of the public have attended hearings to seek relief that the Board may not be capable of providing. Nonetheless, public input hearings create an important record regarding customer service concerns and provide a forum through which customers may access help from PWD and Water Revenue Bureau staff.

CLS has traditionally performed this service as Public Advocate in the past and proposes to continue to do so through written materials, in-person contact, and social media platforms available through CLS's communications program, to increase awareness among small users. Much of this outreach can be conducted by CLS paralegals, in collaboration with our media and communications staff. Outreach materials will encourage members of the public to call or correspond directly with CLS for assistance in preparing public input presented in writing or orally at the hearing. CLS makes multiple avenues available for members of the public to obtain assistance with public input, including a designated email address (publicadvocate@clsphila.org) that is monitored by multiple CLS staff members.

CLS will ensure that Energy Unit personnel are available and participate in public input hearings and the technical review process to represent the interests of small user customers. In public input hearings, CLS will seek to ensure that the small users are comfortable and confident in sharing their concerns and views in a constructive, fair and open forum.

Once concluded, CLS will submit to the Hearing Officer and the participants a report of its outreach activities. Traditionally, this report has been entered on the record as a hearing exhibit. This report will enable all participants to be informed of the network of individuals and organizations through which CLS seeks to reach interested stakeholders. Additionally, this report includes a description of social media efforts, sample posts/fliers, and non-personally identifiable information regarding the contacts CLS has received from stakeholders in response to outreach efforts.

- *Work Product*

CLS anticipates that the tangible work products produced by the Public Advocate will consist primarily of written interrogatories and responses, written expert testimony and exhibits, hearing exhibits, written brief or briefs, and written comments and/or exceptions to the Hearing Officer's report (if necessary). Because full or partial settlement should not be ruled

out, CLS's tangible work product may also consist of documents intended to support or oppose proposed settlement terms. If requested or necessary, CLS is prepared to produce other written work product, including any memoranda, motions, objections, responses, or other documents that may be appropriate to represent the interests of small users.

Similarly, CLS is prepared to produce any written analysis or explanation of the Public Advocate's position concerning matters relevant to the rate proceeding that may be requested by and/or useful to the Hearing Officer, Board or other stakeholders.

Finally, CLS anticipates producing plain-language materials, in Spanish and English, that may be useful to small users and other interested stakeholders, including materials regarding preparing for and/or participating in public input hearings. CLS anticipates such materials would be provided by request and posted or available at public input hearings and/or CLS social media.

- Completion Criteria

The services and work product proposed by CLS recognize that a PWD rate proceeding involves multiple constituent participants, and myriad potential issues for exploration and consideration by the public, participants, the Hearing Officer, and the Board. Although certain of these issues may be anticipated, at this time, it is not possible to determine how they will be resolved, and how the Public Advocate's services will be required to address them.

That the services and work product contemplated by this contract were successfully and satisfactorily performed/delivered will be evident from the anticipated contributions of the Public Advocate to a thorough and meaningful rate review process and evidentiary record in PWD's forthcoming rate proceeding. In providing the services of the Public Advocate, CLS will advocate for a decision from the Board, on the basis of the full record, that satisfies the standards promulgated by City Council and the over-arching Constitutionally-based principle that rates must be just and reasonable.

c. Timetable

CLS proposes to commence this work as soon as possible, and is prepared to commence work according to the timetable set forth in Section II.D of the RFP. CLS will require no mobilization time and is in regular contact with its proposed consultants to ensure they are prepared to commence work when needed. CLS is prepared to commence work at the time of, or prior to, Contract Finalization and Execution, if desired by the Board.

CLS recognizes that the formal exchange of information pursuant to the Board's proposed rate regulations does not begin until the Department files its Advance Notice. However, CLS believes that the Public Advocate can nonetheless commence performance in anticipation of the Advance Notice, with the goal of ensuring PWD provides early, significant disclosures that will assist all participants to the rate proceeding to identify and evaluate issues that may be pertinent to their interests.

CLS is prepared to perform its services and produce its work product in a timely, professional fashion, pursuant to the procedural schedule to be established by the Hearing Officer and as otherwise requested by the Board.

d. Hours and Location of Work

CLS offices are generally open during business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m. Although it can be anticipated that CLS attorneys serving as Public Advocate will perform the majority of the work during those hours, CLS attorneys are cognizant of the need to provide services beyond those hours, due to the schedules of staff, experts, witnesses, and other participants. Moreover, CLS will preserve adequate flexibility to ensure that its attorneys are available to attend public input hearings, which may be scheduled outside of usual business hours.

Please note that CLS staff are currently performing services in a hybrid/partial-remote environment. It is CLS's understanding that on-the-record public input and technical hearings will be conducted via phone and/or via virtual meeting software. CLS will participate in these hearings in the manner directed by the Hearing Officer. CLS will engage with the Board's consultant and any subcontractors utilized by the Hearing Officer as needed, including in-person meetings, if desired. Furthermore, CLS will continue to utilize various means to elicit input from small user customers via outreach discussed above, subject to any social distancing guidelines that may be in place. As in the past, CLS staff will attend relevant community events that may present an opportunity to reach small user customers directly. Furthermore, CLS will facilitate submission of small user public input for those who may lack adequate access to necessary technology.

CLS will also maintain sufficient flexibility to meet the reasonable needs that may arise for Public Advocate services beyond the review schedule established by the Hearing Officer. Indeed, CLS will promptly respond to requests by the Board for any necessary services that may arise during the term of the contract. CLS will satisfy the Board's requirement for on-call services, as set forth in Section II.E of the RFP.

e. Monitoring; Security

CLS expects that the Public Advocate's discovery, testimony, exhibits, briefs and other statements, and any other services and work product, will be part of the record of the rate proceeding. Accordingly, while CLS will cooperate with such reasonable monitoring and evaluation activities as the Board may propose, the nature of the services sought is such that the Board, its Technical Consultant, the Hearing Officer, the participants and the general public will have ready access to all non-privileged pertinent information to assess the status of performance of the Public Advocate's services. CLS personnel serving as Public Advocate will make themselves available to the Board and the City as necessary to ensure that the goals of the Public Advocate contract are accomplished.

f. Reporting.

CLS will satisfy the RFP's requirement for regular reports on the status of the project and its progress by reporting to the City of Philadelphia via CLS's monthly invoices. Such invoices will detail the services and/or products provided, the goals/tasks accomplished, and the associated costs. Hourly rates charged will be separately set forth for each individual providing services, together with the number of hours and applicable hourly rate. Applicable expenses will also be clearly identified and are expected to consist, primarily, of duplication expenses (\$0.10 per page) and, if applicable, travel expenses of CLS's consultants.

CLS will not seek compensation for reporting or invoicing.

g. Specific Performance Standards

CLS commits to providing work product of high quality, in a timely fashion, and will not undertake any action to attempt to unnecessarily prolong PWD's anticipated rate proceeding.

CLS expressly commits to making every effort (1) to comply with all deadlines set by the Board and Hearing Officer, and (2) to enable the Board to comply with the one hundred twenty (120) day deadline contemplated in the Rate Ordinance and other applicable law.

CLS is confident that its work product will be of the quality and nature that would be admissible in the event of an appeal of the Board's rate determination.

h. Cost Proposal

CLS proposes a contract amount not-to-exceed \$350,000 for CLS attorneys/paralegals and the services and expenses of expert consultants. CLS has provided estimates of the fee amounts that may be invoiced for potential expert consultants (subcontractors), as shown in Section 7, below. However, as noted above, we propose that CLS finalize anticipated hourly rates of selected expert consultants in the context of finalizing the overall contract. The identified expert consultants in this proposal and ballpark estimates of anticipated fees are provided in order to convey our current expectations, based on prior Public Advocate contracts and our conversations with potential consultants.

As an example, from December 2022 through August 2023, CLS lawyers and paralegals performed 383.7 hours of service, whereas CLS's consultants performed 719.6 hours of service. The corresponding proportion of fees invoiced to the Board approximated 40% for CLS staff and 60% for consultants. This represents an ongoing shift in the breakdown of hours and services between CLS and its consultants, reflecting efficiencies CLS has identified (most importantly, the use of paralegals to assist with public outreach, education and public input preparation) and the on-boarding of new members of CLS's consulting team. For example, from December 2020 through June 2021, the period during which the Board considered PWD's 2021 General Rate Proceeding and overlapping TAP-R proceeding, CLS fees constituted nearly 53% (approximately \$90,000) of the total invoices for services performed (over \$170,000).

Although we may expect hourly burdens to break down similarly in the future between CLS staff and consultants, we request that information be considered informational only, and that CLS retain sufficient flexibility, within the overall budget amount (as it may be increased by mutual agreement in the event of contract renewal or other appropriate circumstance), to manage the roles of selected subcontractors in advancing the interests of the small user customers.

In total, CLS has invoiced slightly less than \$200,000 for work performed by CLS and its consultants from December 2022 through August 2023, which included a fully-litigated General Rate Proceeding and a settled TAP-R proceeding. During this period, the total not-to-exceed contract amount, after taking into account amendments and expenditures in prior years, was slightly less than \$350,000. Although, certain proposed consultant's hourly rates have increased,³ complete invoices submitted by CLS reflect efficiencies developed in 2023 which CLS will endeavor to maintain to offset those increases. Notably, as identified above, CLS was successful in utilizing its skilled paralegals to engage in robust outreach and community education activities, at a savings to the Board. Additionally, CLS has successfully added to the depth of its consultant bench, permitting workload to be efficiently managed within the overall contract amounts.

Because the work performed depends, in part, on PWD's proposed rate filing, it is not possible to estimate the total number of hours, billing rate and cost for each task CLS will undertake in providing services as Public Advocate. The discussion above (Overview of Public Advocate Rate Proceeding Activities) provides important context concerning the amount of work associated with the identified phases of a general rate proceeding.

In order to provide a reasonable breakdown of the basis for the \$350,000 not-to-exceed amount, consideration of prior experience is important. CLS's \$350,00 estimate is based primarily on the actual expenses incurred in the 2018 General Rate Proceeding and the 2019 TAP-R budgeted amount.⁴ CLS proposed \$300,000 for services in the 2018 General Rate Proceeding, in which aggregate actual expenses invoiced to the City for CLS and its consultants' work was \$301,461.30, resulting in CLS writing off \$1,461.30. The Board approved a not-to-exceed \$40,000 budget for CLS for the 2019 TAP-R proceeding. CLS invoices for 2019 total less than \$18,000, reflecting the successful proposed settlement of the first TAP-R proceeding. However, such a settlement cannot be guaranteed and CLS is cognizant of the Board's desire for the Public Advocate to perform certain services between rate proceedings. All of these factors combined support our request for the \$350,000 not-to-exceed amount.

³ Applying the increased hourly rates our proposed consultants have identified to their invoices submitted in 2023 produces an approximately \$10,000 overall increase, which is manageable within the overall not-to-exceed amount given CLS's overall ability to perform efficiently.

⁴ Contract amounts and invoices during the period from 2020-2022 are less informative in evaluating this proposal due to the withdrawal of the 2020 General Rate Proceeding, unprecedented settlement of the 2021 General Rate Proceeding, and the overlapping 2022 TAP-R and Special Rate Proceeding.

Again, because CLS anticipates continuing to achieve efficiencies implemented in the 2023 proceedings, CLS is confident that even with the increase in its consultants' expenses, CLS can, in a typical year, fully serve as Public Advocate in a General Rate Proceeding and TAP-R Proceeding without exceeding \$350,000 in contract expenses. Indeed, CLS expects that fees for services anticipated between December 2023 and December 2024 (limited to a TAP-R proceeding and consideration of customer service improvements) to be well within the original \$40,000 approved for the standalone TAP-R Proceeding in 2019, leaving funds available if the contract is renewed for PWD's expected 2025 General Rate Proceeding.

CLS's proposed total not-to-exceed budget of \$350,000 for CLS attorneys and the services and expenses of expert consultants, generally reflects a continuation of the status quo. The requested not-to-exceed amount would cover the hourly fees of the following staff members⁵ at the following rates:

- Robert Ballenger - \$225/hour
- Joline Price - \$200/hour
- Vikram Patel - \$170/hour
- Daniela Rakhlina-Powsner - \$155/hour
- Charlotte Edelstein - \$155/hour
- Paralegal(s) - \$135/hour

Please be advised that the proposed rates for CLS attorneys are substantially below the Court-approved rates which would likely be awarded for their services in fee-generating litigation.⁶

The \$350,000 not-to-exceed amount would also cover the reasonable costs of expert consultants and expenses. Although CLS does not anticipate any expenses for lodging or travel of its staff, we nonetheless acknowledge that if travel to Philadelphia is required, the Public Advocate's expert consultants will seek reimbursement only for expenses incurred within the maximum per diem rate for hotel stays (\$180/night) and meals and expenses (\$64/day), set forth in the RFP or the amount allowed by the [U.S. General Services Administration](#), whichever is lower.

Finally, as has customarily been the case, CLS requests that the City provide us, at no cost, with electronic copies of any discovery, testimony, statements or briefs, transcripts or other materials produced during and/or concerning the rate proceeding.

i. Organizational and Personnel Requirements

CLS has served as Public Advocate in water rate cases, providing services similar to those identified in this RFP, for more than three decades. As set forth more fully in the Statement

⁵ Ms. Edelstein passed the July 2023 Bar Examination and has submitted her bar forms as of October 26. It is anticipated she will be duly admitted prior to date proposed services are anticipated to commence.

⁶ CLS's Attorneys' Fees Committee has not yet established hourly rates for attorneys admitted in 2023, including Ms. Edelstein. With regard to the other identified attorneys, CLS's approved fees are as follows: Robert Ballenger (\$605/hour), Joline Price (\$415/hour), Vikram Patel (\$320), Daniela Rakhlina-Powsner (\$235).

of Qualifications/Relevant experience, CLS submits that it is uniquely qualified to serve as Public Advocate.

CLS has identified five attorneys who are expected and/or available to perform the services of Public Advocate. Résumés for each CLS attorney listed below are included in **Appendix A** [redacted].

Robert W. Ballenger. Mr. Ballenger is an attorney for CLS's Energy Unit, where he works to restore and maintain clients' access to essential utilities. Mr. Ballenger is admitted to practice law in Pennsylvania state courts, the Eastern District Court of Pennsylvania and the Third Circuit Court of Appeals. Mr. Ballenger practices in Philadelphia and Pennsylvania utility administrative proceedings, in Pennsylvania trial and appellate courts, and has significant legislative, regulatory and policy advocacy experience surrounding the issue of access to affordable utility service. He is the editor of Chapter 9, Residential Utility Service, of the Pennsylvania Consumer Law treatise, Co-Author of Pennsylvania Real Estate Tax Sales and Municipal Claims, 4th Ed. (5th Ed. forthcoming) and has presented at the local, state and national level concerning utility issues.

Joline R. Price. Ms. Price is an attorney in CLS' Energy Unit, where she works with both individual and group clients on issues of access to and affordability of gas, electric and water service. Ms. Price is admitted to practice law in the State of Pennsylvania, and regularly practices in Pennsylvania utility administrative proceedings. Ms. Price has an extensive background in utility regulation and access to affordable utility service. Ms. Price regularly does policy advocacy and community outreach and training on the issues of affordability of utility service, access to service, and home repair and weatherization. She has presented on the local, state and national level on utility issues. Prior to joining CLS' Energy Unit, Ms. Price worked on low-income utility issues statewide with the Pennsylvania Utility Law Project.

Vikram Patel. Mr. Patel is the Managing Attorney of the Energy Unit at Community Legal Services where he focuses on representation of low-income Philadelphians and policy advocacy related to energy poverty and access to programs that alleviate utility burdens. Prior to joining the Energy Unit, Mr. Patel was a Divisional Supervising Attorney in the CLS Housing Unit, where he focused on representation related to Philadelphia's Eviction Diversion Program. As part of his advocacy work as CLS, Mr. Patel has provided policy advice to numerous organizations and agencies including the Urban Institute, the Housing Initiative at Penn, the Philadelphia Division of Housing and Community Development, and the White House Domestic Policy Council. Prior to his time at CLS, Mr. Patel primarily focused on representing clients in matters related to intellectual property. Mr. Patel also drafted and analyzed legislation as the Majority Caucus Chair Analyst for the New Mexico State Senate. Mr. Patel is admitted to practice law in Pennsylvania state courts, the Eastern District Court of Pennsylvania and before the US Patent and Trademark Office.

Daniela Rakhlina-Powsner. Ms. Rakhlina-Powsner is a staff attorney in the Energy Unit, focusing on connecting clients with affordable utility programs, home repair assistance, and helping navigate barriers to utility service. Ms. Rakhlina-Powsner is a graduate of Mount

Holyoke College where she majored in Neuroscience and minored in Public Health and Russian, and the Temple University Beasley School of Law where she graduated *magna cum laude* in 2022. Ms. Rakhlina-Powsner is admitted to practice law in Pennsylvania.

Charlotte Edelstein. Ms. Edelstein was recently hired as a Staff Attorney in the Energy Unit at Community Legal Services. Previously, Ms. Edelstein worked as a legal intern in CLS's SSI unit, and as a legal intern for Philadelphia VIP. Ms. Edelstein also has experience with policy research in her prior work with the Philadelphia city government in violence prevention and homelessness prevention. Ms. Edelstein anticipates admission to practice law in Pennsylvania state courts prior to the Contract's effective date.

CLS's Energy Unit attorneys regularly represent low-income customers and residential customer groups regarding access to affordable utility service at the City and state level. The Energy Unit typically represents Tenant Union Representative Network in PUC-governed utility rate matters, on behalf of their low-income and moderate-income members who are utility customers.

CLS's representation of individual customers and customer groups does not present a conflict of interest and CLS will not be impaired from performing the tasks required of the Public Advocate. In fact, CLS's experience representing individual residential and small commercial utility customers provides CLS with greater context and insight into the small user customers face.

As Public Advocate, CLS will successfully and effectively represent the interests of small user customers as a group. As a threshold matter, the interests of all small users are aligned in the pursuit of just and reasonable rates, determined on a reasonably scientific basis. The customer, meter-based and storm water rates among small users are expected to be identical for the overwhelming majority of small users.

Finally, to the extent the interests of any particular subgroup of small users diverge from the interests of another subgroup of small users, CLS anticipates that this will occur primarily in the context of public input, rather than technical hearings. As Public Advocate, CLS has decades of experience in assisting customers across utility subgroups, through consumer education and access to information concerning utility rates, practices and applicable laws, in acquiring the information to prepare meaningful public input testimony. CLS will continue to ensure that its availability to the public is central to its service as Public Advocate.

To the extent necessary, CLS will rely upon its expert rate consultants to assist the Public Advocate in determining how to balance any relative interests within the small user group fairly, and in an effort to ensure that all customer input is thoroughly considered by the Board.

5. Statement of Qualifications/Relevant Experience

CLS has provided a broad range of legal services in civil matters since 1966 (57 years). CLS has served as Public Advocate in PWD rate cases, providing similar services to those identified in this RFP, for more than three decades.

CLS' Energy Unit attorneys provide legal representation and advice to hundreds of individual low- and moderate-income utility customers each year, frequently participate in community education activities with groups of interested consumers, and participate in and attend public hearings and meetings regarding utility issues affecting Philadelphia residents.

We submit that CLS' track record in the PWD's prior rate cases, and its aggressive advocacy on behalf of residential customers in utility matters on the City and state level is without parallel. The Energy Unit attorney staff is known to the general public and PWD for its outstanding knowledge and advocacy on behalf of Philadelphia utility customers. Through their work on utility issues affecting low- and moderate-income customers, the Energy Unit attorneys are in constant contact with government officials, other legal services providers, community groups, and many other organizations.

6. References

Elizabeth R. Marx, Esq.
Executive Director
Pennsylvania Utility Law Project
118 Locust Street
Harrisburg, PA 17101
Tel: (717) 710-3825

Patrick M. Cicero, Esq.
Consumer Advocate
Pennsylvania Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101
Tel: (717) 599-8953

Gemela M. McClendon, Esq.
Executive Director
Philadelphia Gas Commission
1515 Arch Street, 9th Floor
Philadelphia, PA 19102
Tel: (215) 683-0915

7. Proposed Subcontractors

We propose that CLS select expert consultants for the Public Advocate in connection with finalization of the contract. We have identified proposed expert consultants in this submission, and have provided estimates of the anticipated fees for such experts. However, we have not finalized negotiations with those potential experts. In addition, in the event of a need after finalizing the contract, we have proposed language regarding subcontracts that would enable the Board to approve any other changes in expert consultants that may be

necessary to advance the interests of the small user customers. This language is identical to the approved language in the most recent Public Advocate contract, No. 2020413, and set forth in the requested exceptions, below.

Potential anticipated expert consultants, estimated hourly rates and description of work, include:

Lafayette K. Morgan, Jr., Independent Subcontractor (Estimate: \$50,000)
c/o Exeter Associates, Inc.
10480 Little Patuxent Pkwy, Suite 300
Columbia, MD 21044
Tel: (703) 346-3499
Rate: \$200/hour

Description of anticipated work: technical review of PWD revenue requirements and underlying assumptions, assistance with discovery, preparation and submission of testimony, participation in technical hearings, assistance in preparation of brief and exceptions, as necessary.

Jerome D. Mierzwa, Principal (Estimate: \$35,000)
Exeter Associates, Inc.
10480 Little Patuxent Pkwy, Suite 300
Columbia, MD 21044
Tel: (410) 992-7500
Rate: \$225/hour

Description of anticipated work: technical review of PWD rate design and cost allocation, assistance with discovery, preparation and submission of testimony, participation in technical hearings, assistance in preparation of brief and exceptions, as necessary.

Jennifer L. Rogers, Senior Analyst (Estimate: \$25,000)
Exeter Associates, Inc.
10480 Little Patuxent Pkwy, Suite 300
Columbia, MD 21044
Tel: (410) 992-7500
Rate: \$155/hour

Description of anticipated work: technical review of PWD revenue requirements and underlying assumptions, assistance with discovery, preparation and submission of testimony, participation in technical hearings, assistance in preparation of brief and exceptions, as necessary.

Roger D. Colton, Consulting Economist (Estimate: \$50,000)
Fisher, Sheehan & Colton
34 Warwick Road
Belmont, MA 02478
Tel: (617) 484-0597
Rate: \$200/hour

Description of anticipated work: technical review of PWD administration of rates and charges, availability of appropriate rates and related benefits to qualifying customers, evaluation of customer service functions impacting rates and charges, assistance with discovery, preparation and submission of testimony, participation in technical hearings, assistance in preparation of brief and exceptions, as necessary.

As noted above, one of CLS's proposed consultants, Lafayette K. Morgan, Jr., is an independent subcontractor, not an employee, providing services through his long-standing arrangement with Exeter Associates, Inc. Although the RFP does not establish specific participation ranges for this proposal, as a minority sole proprietor, Mr. Morgan contributes to the diversity of CLS's proposed consulting team. Notably, Mr. Morgan's services from December 2020 through August 2023 comprised 30% of the hourly services performed by CLS's team of consultants.

8. Requested Exceptions to Contract Terms

[Redacted. Agreed changes are set forth in separate contract exhibit.]

9. Office of Economic Opportunity – Diversity Report of Nonprofit Organization

CLS makes a strong effort to ensure a diverse workforce. CLS regularly reaches out to local minority bar associations and minority law school associations to attract qualified applicants. Equal Opportunity is an essential part of our hiring practices. This is reflected in the diversity of our staff, as well as in our Board of Directors.

Although CLS has not made a Solicitation for Participation and Commitment (no M/W/DSBE ranges have been established), CLS's proposed consulting team includes one minority subcontractor, who is expected to provide significant services as discussed more fully in Section 7, above.

Pursuant to the amendment to the RFP, the Diversity Report will be provided through the online contracting disclosure system during the time allowed.

10. Tax and Regulatory Status and Clearance Statement

Please find CLS' completed Tax and Regulatory Status Clearance Statement attached hereto as **Appendix B** *[redacted]*.

11. Disclosure of Litigation; Disclosure of Administrative Proceedings

CLS is not now, and has not within the past 5 years been, subject to any judicial or administrative proceeding that: is material to CLS' business or financial capability; is relevant to the subject matter of this RFP; or, could interfere with CLS' performance of the work requested by this RFP.

12. Statement of Financial Capacity

CLS' most recently completed audited financial statement (FY 2022) is included in **Appendix C** hereto [*redacted*], demonstrating CLS' fiscal solvency and financial capability to perform the work sought by this RFP.

13. Local Business Entity or Local Impact Certification

Local Business Entity or Local Impact Certification is not applicable to CLS.

14. Disclosure Requirements

CLS has not made any contributions or provided any in-kind assistance requiring disclosure pursuant to Chapter 17-1400 of the Philadelphia Code.

15. Defaults

CLS has not defaulted on, nor has CLS been deemed to be in noncompliance with, any contractual obligations within the past five years.

16. Transparency in Business Disclosures

If awarded a contract through this RFP valued at or over \$88,000 or the amount expected to be realized by the Applicant is at or over \$88,000, the Applicant will provide all Transparency in Business disclosures required by Section 17-1402(1)(b)(.4) of the Philadelphia Code prior to contract conformance.

EXHIBIT PA-2
MODIFICATIONS TO THE GENERAL PROVISIONS

The General Provisions are modified as follows:

A. Subsection (a) of Section 3.9 (Subcontracts) is modified to read as follows:

(a) Provider may enter into any Subcontract for the performance of any of its obligations under this Contract, in whole or in part, with any proposed Subcontractor identified in its proposal, or with other Subcontractors with the written consent of the Responsible Official or the full Department.

B. Subsection (b) of Section 3.9 (Subcontracts) is modified to change each of Paragraphs (5) and (6) to read “Reserved.”

C. Subsections (a), (b), and (c) of Section 10.1 (Ownership of Materials) are deleted, and Subsection (d) is redesignated as Section 10.1.



THE CITY OF PHILADELPHIA
PROFESSIONAL SERVICES CONTRACT
GENERAL PROVISIONS
FOR
GENERAL CONSULTANT SERVICES

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GENERAL PROVISIONS

ARTICLE I: DEFINITIONS

- 1.1. **ADA** has the meaning set forth in Section 14.5 (Americans with Disabilities Act) below.
- 1.2. **Additional Services and Materials** has the meaning set forth in Section 3.3 (Additional Services and Materials; Change in Scope of Services) below.
- 1.3. **Additional Term** has the meaning set forth in Section 2.2 (Additional Terms) below.
- 1.4. **Amendment** means a written modification or change to any Contract Document signed by both Parties and, as to the City, approved by the Law Department.
- 1.5. **Applicable Law** means all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City, the Commonwealth and the United States of America. Applicable Law includes, without limitation, the Charter, the Code, all public health guidance issued or promulgated by the City, and the specific laws set forth in Article XIV (Additional Representations and Covenants of Provider Relating to Certain Applicable Laws) below, each as amended from time to time.
- 1.6. **Applicant** means a Person who has filed an application to be awarded a Non-Competitively Bid Contract.
- 1.7. **Appropriated Fiscal Year** has the meaning set forth in Section 5.3 (Crossing Fiscal Years) below.
- 1.8. **Certification of Restrictions on Lobbying**, if required in the Contract Documents, means a certificate referenced in or made part of the Contract Documents.
- 1.9. **Charter** means the Philadelphia Home Rule Charter, as it may be amended from time to time.
- 1.10. **City** means The City of Philadelphia, a corporation and body politic existing under the laws of the Commonwealth, and includes its various executive and administrative departments, agencies, boards and commissions, including the Department and City Council. The City is a City of the First Class under the laws of the Commonwealth.
- 1.11. **City Council** means the Council of The City of Philadelphia, as described in Article II of the Charter. City Council is the legislature of the City.
- 1.12. **City Data** means any and all records, documents and data furnished by the City to Provider in relation to the work required under the Contract; and all deliverables, work product(s), items of work and other Materials created by Provider as part of, or to perform work required under, the Contract. “City Data” does not, however, include any information that was known to Provider, prior to the commencement of its performance of the Contract, free of any obligation to keep it confidential; is proprietary to Provider; was generally known to the public at the time of receipt by Provider, or becomes generally known to the public through no act or omission of

Provider; or was independently developed by Provider, unrelated to work performed for the City, and without knowledge or use of any information obtained from the City.

1.13. **Code** means The Philadelphia Code of Ordinances, as it may be amended from time to time.

1.14. **Commonwealth** means the Commonwealth of Pennsylvania.

1.15. **Consultant** has the meaning set forth in Section 17-1401 of the Code.

1.16. **Contract** means the agreement of the Parties evidenced by the Contract Documents. References to this “Contract” shall mean this Contract as the same may be in effect at the time such reference becomes operative.

1.17. **Contract Cost Principles** means the “City of Philadelphia Contract Cost Principles and Guidelines,” as amended from time to time. This document specifies the Department’s guidelines for the qualitative and quantitative evaluation of contract services and materials, the determination of allowable costs, and the standards to determine the allowability of individual cost items. Copies are available from the Department upon request.

1.18. **Contract Documents** means these General Provisions, the Provider Agreement, and any and all other documents or exhibits incorporated by reference in either the General Provisions or the Provider Agreement, and any and all Amendments to any of these documents.

1.19. **Contributions** has the meaning set forth in the Pennsylvania Election Code (25 P.S. § 3241).

1.20. **Department** means the department, board, commission or agency of the City of Philadelphia defined as the Department in the introductory paragraph of the Provider Agreement.

1.21. **Event of Default** means an event defined and identified in or pursuant to Section 11.1 (Events of Default) below.

1.22. **Event of Insolvency** means (a) the filing of a voluntary petition by or for Provider under the Federal Bankruptcy Code or any similar state or federal law; (b) the filing of an involuntary petition against Provider under the Federal Bankruptcy Code or any similar state or federal law which remains undismissed for a period of forty-five (45) days; (c) Provider’s making of an assignment for the benefit of creditors; (d) the appointment of a receiver for Provider or for the property or assets of Provider, if such appointment is not vacated within forty-five (45) days thereafter; (e) Provider’s participation as a bankrupt, insolvent, or party in liquidation in any other proceeding under any bankruptcy or insolvency law or liquidation law, voluntary or otherwise; (f) Provider’s inability to pay its obligations as they mature; or (g) Provider’s insolvency as otherwise defined under any Applicable Law.

1.23. **Fiscal Year** means the fiscal year of the City, which starts on July 1 of the preceding calendar year and expires on the following June 30.

1.24. **General Provisions** means this document, entitled “The City of Philadelphia Professional Services Contract General Provisions for General Consultant Services,” which contains the standard provisions required by the City in its consultant professional services contracts, and all exhibits or documents identified or incorporated in these General Provisions, as it or they may be amended from time to time.

1.25. **Initial Term** has the meaning set forth in Section 2.1 (Initial Term) below.

1.26. **Interpretation; Number; Gender.** The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Contract as a whole, including all of the Contract Documents, and not to any particular article, section, subsection or clause contained in the Contract Documents. Unless the context requires otherwise, words used in the singular shall be construed to include the plural and vice versa, and pronouns of any gender shall be deemed to include the masculine, feminine and neuter genders.

1.27. **Materials** means any and all reports, records, documents, documentation, information, supplies, plans, original drawings, specifications, computations, sketches, renderings, arrangements, videos, pamphlets, advertisements, statistics, and other data, computer tapes, computer software, and other tangible work product or materials prepared, developed or obtained by Provider in connection with the Services, directly or through a Subcontractor, and supplied to the City or at the City’s direction pursuant to this Contract.

1.28. **Non-Competitively Bid Contract** has the meaning set forth in Section 17-1401 of the Code.

1.29. **Party** means either the City or Provider; “Parties” means the City and Provider.

1.30. **Person** means any individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, limited liability company or other form of entity or association recognized at law.

1.31. **Provider** means the Party providing Services and Materials to or at the direction of the City under the Contract.

1.32. **Provider Agreement** means the instrument by that name, part of the Contract Documents, which sets forth terms, covenants and conditions specific to Provider’s initial engagement.

1.33. **Responsible Official** means the director, commissioner or other head of the Department.

1.34. **Scope of Services** means the portion(s) of the Contract Documents, typically attached as an exhibit or as exhibits, setting forth the Services to be rendered and Materials to be provided under this Contract, the time frames within which the Services are to be rendered and the Materials are to be provided, and other requirements Provider must satisfy in rendering the Services and providing the Materials.

1.35. **Services** means the work to be performed under this Contract as specified in the Contract Documents.

1.36. **Subcontract** means a contract made between Provider and a Subcontractor providing for the completion of some part or parts of the Services or Materials by a Subcontractor.

1.37. **Subcontractor** means a Person performing under a contract with Provider some part of the Services or Materials.

1.38. **Suspension Notice** means notice of full or partial suspension of the Contract served by the City on Provider pursuant to Section 13.1 (Termination or Suspension for Any Reason) below.

1.39. **Suspension Period** has the meaning set forth in Section 13.4 (Suspension) below.

1.40. **Term** means the Initial Term and any Additional Term.

1.41. **Termination Notice** means notice of full or partial termination of the Contract served by the City on Provider pursuant to Section 13.1 (Termination or Suspension for Any Reason) below.

ARTICLE II: TERM

2.1. **Initial Term.** The initial term (“Initial Term”) of this Contract is set forth in Section 2.1 of the Provider Agreement. The Initial Term cannot exceed one (1) year without authorization by ordinance of City Council.

2.2. **Additional Terms.**

(a) The City may, at its sole option, amend this Contract to add one (1) or more terms (each an “Additional Term”), such that the Initial Term and all Additional Terms combined do not exceed five (5) years, unless otherwise expressly set forth in the Provider Agreement. No Additional Term can exceed one (1) year without authorization by ordinance of City Council. The City is expected to give Provider thirty (30) days’ written notice of its intent to amend this Contract to add an Additional Term prior to each Additional Term.

(b) In addition, the City may amend the Contract to add one or more Additional Terms to maintain necessary Services and Materials for the City pending the procurement process for a new contract for additional services and materials or solely to complete existing work.

(c) There shall be no liability or penalty to the City for electing not to amend the term of this Contract to add one or more Additional Terms.

(d) At the City’s request, Provider shall promptly execute a Contract Document providing for an Additional Term. Unless otherwise stated in the Provider Agreement or in any Amendment, the same terms and conditions applicable in the Contract Documents prior to the Amendment shall apply in each Additional Term.

(e) Each Additional Term shall be subject to the availability of funds appropriated by City Council for such Additional Term. Each Amendment for an Additional Term of this Contract is a separate contract between the City and Provider.

ARTICLE III: PROVIDER’S DUTIES AND COVENANTS

3.1. **Performance Requirements.** Provider shall provide all Services and Materials in accordance with this Contract and applicable professional standards. All payments to Provider are contingent upon satisfactory performance of the terms and conditions set forth in this Contract, as determined in the sole discretion of the Responsible Official.

3.2. **Compliance with Applicable Law.** Provider shall comply with the requirements of all Applicable Law with respect to Provider’s activities, Services, Materials and facilities used in connection with any aspect of this Contract. Provider shall inform the Responsible Official, in writing, of any notices of violations of any Applicable Law within forty-eight (48) hours of Provider’s receipt thereof and shall correct any violations within the time prescribed by law, or immediately in the case of any emergency.

3.3. **Additional Services and Materials; Change in Scope of Services.** At any time during the Term of this Contract, the City may, by written change order or request delivered by notice to Provider, make changes to the Scope of Services under this Contract, and the Parties will, if appropriate, negotiate an adjustment in compensation, subject to the availability of funds

appropriated by City Council, if necessary. Provider shall not commence to perform or provide, and the City shall not pay for, any services or materials not included in this Contract (the “Additional Services and Materials”) unless and until Provider receives written pre-authorization (by change order or other request) from the Responsible Official that specifies the Additional Services and Materials to be provided. In no event shall the rates charged by Provider for said Additional Services and Materials exceed the lowest of (a) Provider’s then current standard rates for such Services or Materials; (b) such rates as the City and Provider may have negotiated for this Contract, as set forth in the Contract Documents; or (c) the lowest rate or rates that Provider may then be charging to other purchasers of like services and materials. If Provider requests changes to the Scope of Services, Provider must demonstrate to the satisfaction of the City, in its sole discretion, that the changes are necessary and not due to the acts or omissions of Provider. The City shall pay Provider additional compensation above the limit set forth in the Provider Agreement only if and when an Amendment to this Contract is duly executed by the Parties. The City shall have no responsibility or liability whatsoever for any fee, or for costs incurred by Provider for any services, materials or other costs or expenses, other than the Services and Materials and any duly approved Additional Services and Materials.

3.4. **Responsibility.**

(a) Notwithstanding the acceptance and approval by the City of any Services performed or Materials provided, Provider shall continue to be responsible for the professional quality, technical accuracy and the coordination of all Materials and Services provided by Provider under this Contract. Provider shall, without additional compensation, correct any errors, defects, deficiencies or omissions in Provider’s Materials and Services.

(b) The City’s review, approval or acceptance of, or payment for, any of the Materials and Services required under this Contract shall not constitute any representation, warranty, or guaranty by the City as to the substance or quality of the matter reviewed, approved or accepted and shall not be construed to operate as a waiver or estoppel of any of the City’s rights or privileges under this Contract or of any cause of action arising out of the performance of this Contract. No Person shall have any right to rely in any way on the City’s review, approval or acceptance of Provider’s Services or Materials. Provider shall be and remain liable in accordance with this Contract and Applicable Law for all damages to the City caused by Provider or the Services or Materials provided by Provider. Review, approval or acceptance by the City or the Responsible Official under this Contract shall not constitute approval otherwise required by any City department, board, commission or other regulatory agency in the exercise of such department’s, board’s, commission’s or agency’s independent regulatory authority or police powers under Applicable Law.

(c) Without limiting Provider’s responsibility as set forth above, if any act or omission of Provider or error or deficiency or omission in the Services or Materials provided by Provider requires any change in the Scope of Services or any portion thereof, Provider shall promptly complete such change at no additional cost to the City.

3.5. **Relationship with the City.** Neither Provider’s personnel nor any Subcontractor personnel shall be employees of the City. Provider shall notify the City of any Provider personnel or any Subcontractor personnel who have any employment or other contractual relationship or agency relationship with the City.

3.6. **Time Frame for Submissions.** Provider shall perform any and all Services and shall submit any and all Materials required by this Contract within the time frames set forth in the Scope of Services attached as an exhibit to the Provider Agreement or as mutually agreed upon in writing by the City and Provider. Absent any such written time frames, Provider shall perform its obligations under this Contract diligently and promptly and before the scheduled expiration of the Term.

3.7. **Prompt Payment by Provider.** Provider shall pay promptly all Persons which have furnished labor or supplies in connection with the Services, the Materials or this Contract, including, without limitation, Subcontractors and suppliers. Provider will pay Subcontractors within the time period required under Section 14.3 (Executive Order 01-21: Minority, Woman and Disabled Business Enterprise Participation) below, to the extent it applies. Provider shall provide, upon request of the City, reasonable evidence that these Persons have been fully and timely paid.

3.8. **Sales and Use Tax.** The City is not subject to federal, state or local sales or use taxes or federal excise tax. Provider hereby assigns to the City all of its right to and title and interest in any sales or use tax that may be refunded as a result of any materials, including any Materials, purchased or services, including any Services, rendered in connection with this Contract. Unless directed otherwise by the City, Provider shall not file a claim for any sales or use tax refund subject to this assignment. Provider authorizes the City, in its own name or the name of Provider, to file a claim for a refund of any sales or use tax subject to this assignment.

3.9. **Subcontracts.**

(a) Provider shall not delegate or enter into any Subcontract for the performance of any of its obligations under this Contract, in whole or in part, without on each occasion first obtaining the written consent of the Responsible Official.

(b) Provider shall submit to the Responsible Official copies of all proposed Subcontract(s) to be entered into by Provider, along with Provider's written request for the City's consent. All such Subcontracts must specify, effective on the date of the Subcontract, that:

(1) Work performed by Subcontractor shall be in conformity with the terms of this Contract.

(2) Nothing contained in such Subcontract shall be construed to impair the rights of the City under this Contract.

(3) The City's consent to or approval of any Subcontract shall not create any obligation of the City to any Subcontractor.

(4) Nothing contained in such Subcontract, or under this Contract, shall create any obligation of the City to any Subcontractor.

(5) The City is expressly designated a third-party beneficiary of the Subcontract.

(6) Upon request by the City, at the City's sole option, and upon receipt of written notice from the City stating that this Contract between the City and Provider has been terminated, Subcontractor shall continue to perform its obligations under the Subcontract for the benefit of the City in conformity with the terms and conditions of this Contract, provided the City pays Subcontractor for the Services rendered and Materials provided by Subcontractor from and after the date of the termination of this Contract between the City and Provider at the same rate or in

the same amount as set forth in the Subcontract for those Services and Materials provided by Subcontractor after such date of termination.

(7) Subcontractor shall be bound by the same terms, covenants and conditions as Provider under this Contract, including, without limitation, confidentiality, maintenance and preservation of records, and audit by government representatives.

(8) Subcontractor presently, fully and unconditionally assigns, transfers and sets over to the City all of Subcontractor's right to and title and interest in any sales and use tax which may be refunded as a result of a claim for refund for any materials purchased in connection with the Subcontract or this Contract, and otherwise has all obligations to the City that Provider has pursuant to Section 3.8 (Sales and Use Tax) above.

(9) Subcontractor shall not be indebted to the City and shall have all obligations to the City that Provider has pursuant to Subsection 4.1(f) (No Indebtedness to the City) and Subsection 4.1(g) (Commercial Activity License) below.

(10) Subcontractor shall comply with Chapter 17-400 (Payment or Reimbursement of Employee Expenses Associated with the Use of Exclusionary Private Organizations) of the Code and shall have all obligations to the City and to Provider that Provider has pursuant to Section 14.2 (Chapter 17-400 of The Philadelphia Code: Exclusionary Private Organizations) below.

(11) Subcontractor shall comply with Section 17-104 (Prerequisites to the Execution of City Contracts) of the Code and shall have all obligations to the City that Provider has pursuant to Sections 14.6 (Northern Ireland) and 14.8 (Business, Corporate and Slavery Era Insurance Disclosure) below.

(12) Subcontractor shall comply with Chapter 17-1300 (Philadelphia 21st Century Minimum Wage and Benefits Standard) of the Code to the extent it is applicable to a Subcontractor that is also a Service Contractor (as defined in Chapter 17-1300) providing Services under the Subcontract, and to subcontractors at any tier that are also Service Contractors providing Services under this Contract. Provider shall notify its Subcontractors of these provisions; shall expressly incorporate this paragraph and Section 14.10 (Chapter 17-1300 of The Philadelphia Code: Philadelphia 21st Century Minimum Wage and Benefits Standard) below, with appropriate adjustments for the identity of the parties, in each Subcontract; and shall require its Subcontractors to include such terms in any lower-tier subcontract that is, or may become, covered by Chapter 17-1300.

(13) Subcontractor is and shall remain eligible for contracts with the City subject to Chapter 17-1400 (Non-Competitively Bid Contracts; Financial Assistance) of the Code, and shall have all obligations to Provider that Provider has to the City pursuant to Section 14.11(Chapter 17-1400 of The Philadelphia Code: Contributions and Other Mandatory Disclosures) below.

(c) No Subcontract shall relieve Provider of any obligation under this Contract. Provider shall be as fully responsible for the acts and omissions of its Subcontractors and Persons either directly or indirectly employed or retained by them as it is for the acts and omissions of Provider and Persons directly or indirectly employed or retained by Provider.

(d) Any purported Subcontract made in violation of this Section 3.9 or of any other section in this Contract shall be null and voidable, at the City's option, and Provider shall itself be deemed to have made the commitments required of that Subcontractor under Section 3.9(b) hereof.

(e) City-Related Agencies. If Provider is a City-Related Agency, as defined in Section 17-1401 of the Code, then:

(1) Provider shall abide by the provisions of Chapter 17-1400 (Non-Competitively Bid Contracts; Financial Assistance) of the Code in awarding any subcontract(s) pursuant to this Contract as though such subcontracts were directly subject to the provisions of Chapter 17-1400, except that the exception set forth at Section 17-1406(8) shall apply to Provider as if Provider were listed in that subsection.

(2) Unless approved by the City to the contrary, any approvals required by Chapter 17-1400 of the Code to be performed by the City Solicitor shall be performed by Provider's General Counsel; any approvals required to be performed by the Director of Finance shall be performed by Provider's Chief Financial Officer; and any approvals required to be performed by the Mayor shall be performed by Provider's Executive Director.

ARTICLE IV: PROVIDER'S REPRESENTATIONS AND WARRANTIES

4.1. **Provider's Representations and Warranties**. Provider makes the following representations and warranties upon which the City has relied as a material consideration for the execution and delivery by the City of this Contract, including, but not limited to, those set forth in this Article IV. The representations and warranties stated below shall continue throughout the Term of this Contract. In the event any representation or warranty is or becomes untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation or warranty is untrue or inaccurate. *False statements to the City in or in connection with this Contract, in or pursuant to any representation or warranty made in this Article IV or otherwise, are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, which may include fines and imprisonment.*

(a) Good Standing. If Provider is not an individual, Provider is a business corporation, limited liability company, partnership, limited partnership or other business entity duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization. Provider is duly licensed, qualified and in good standing in the Commonwealth and in all jurisdictions in which it conducts business activities relating in any way to the performance of the Services and delivery of the Materials under this Contract, including, but not limited to, the jurisdiction in which Provider is organized. If Provider is a not-for-profit corporation or otherwise an entity determined to be tax-exempt pursuant to Section 501(c) of the Internal Revenue Code by the Internal Revenue Service, then Provider has procured, and shall maintain in full force and effect, all consents and approvals necessary in connection with such tax-exempt and non-profit status.

(b) Authority to Act. Provider has full legal power and authority to execute and deliver this Contract, and provide the Services and Materials as set forth herein. Provider has duly authorized by all necessary actions the execution and delivery of this Contract on behalf of Provider by the individual or individuals signing the Provider Agreement or any Amendment. This Contract is the legal, valid and binding obligation of Provider, enforceable against Provider in accordance with the terms set forth herein. The execution and delivery of this Contract by Provider will not result in a default under or a breach or violation of (1) Provider's certificate or articles of incorporation or bylaws, partnership agreement, limited liability company operating agreement or other pertinent organizational documents, as applicable; (2) any Applicable Law or any judgment, decree order, license, permit or other instrument or obligation to which Provider is now a party or

by which Provider may be bound or affected; and (3) Provider's tax-exempt status, if applicable. No further consent, approval or authorization is required of any regulatory authority or governmental agency, or of any shareholder, partner, member, manager or other party related to Provider.

(c) No Litigation Preventing Performance. There is no litigation, claim, consent order, settlement agreement, arbitration, agency proceeding, investigation, challenge or other proceeding pending or threatened against Provider, its properties or business or any individuals acting on Provider's behalf, including, without limitation, Subcontractors, in which any Person seeks to enjoin or prohibit Provider from entering into or performing its obligations under this Contract.

(d) Requisite Licensure and Qualifications. Provider and all Persons acting on Provider's behalf, including, without limitation, Subcontractors, in connection with the Services and Materials under this Contract, possess and, at all times during the Term of this Contract, shall possess all licenses, certifications, qualifications or other credentials required in accordance with Applicable Law and the terms of this Contract, to perform the Services and provide the Materials. Provider shall provide the City with copies of all licenses, credentials and certifications required under this Section 4.1 within five (5) days of request by the City.

(e) No Adverse Interests. Except as disclosed in writing and approved in advance by the Responsible Official, neither Provider nor any of its directors, officers, members, partners or employees, has any interest, or will acquire any interest, directly or indirectly, that would or may conflict in any manner or degree with the performance or rendering of the Services and Materials.

(f) No Indebtedness to the City. Provider and any and all entities controlling Provider, under common control with Provider or controlled by Provider are not currently indebted to the City, and will not at any time during the Term of this Contract (including any Additional Term(s)) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Provider shall remain current during the Term of this Contract under all such agreements and payment plans and shall inform the Responsible Official in writing of Provider's receipt of any notices of delinquent payments under any such agreement or payment plan within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this representation, warranty, and covenant may, at the option of the City, result in the withholding of payments otherwise due to Provider under this Contract or any other agreement with the City under which the City may then owe payment of any kind, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination), or both.

(g) Commercial Activity License. If Provider is a "business" as defined in Section 19-2601 of the Code, Provider has and shall maintain during the Term of this Contract, a valid, current Commercial Activity License, issued by the City's Department of Licenses and Inspections, to do business in the City.

(h) Non-Suspension; Debarment. Provider and all individuals acting on Provider's behalf, including, without limitation, Subcontractors, are not under suspension or debarment from

doing business with the Commonwealth, any other state, or the federal government, or any department, agency or political subdivision of any of the foregoing. If Provider cannot so warrant, then Provider shall submit to the Responsible Official a full, complete written explanation as to why Provider cannot so warrant. Provider shall reimburse the City for the reasonable cost of investigation incurred by the City or the Commonwealth of Pennsylvania Office of Inspector General for investigation of Provider's compliance with the terms of this or any other contract between Provider and the City which results in the suspension or debarment of Provider. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses, expert witness and documentary fees and attorney fees and expenses. Provider shall not be responsible for costs of investigations that do not result in the suspension or debarment of Provider or a Subcontractor.

(i) **Additional Representations and Warranties.** The enumeration of representations and warranties in this Article IV does not negate or limit Provider's other representations, warranties, and covenants under the Contract, including elsewhere in the General Provisions.

ARTICLE V: COMPENSATION

5.1. **Certification of Available Funds.** Provider acknowledges that payments under this Contract, and the City's obligation to make such payments, shall not exceed the amount certified by or on behalf of the City's Director of Finance as available for this Contract. A copy of the form signed by the Office of the Director of Finance showing the amount of currently available funds will be attached to the fully executed Contract returned to Provider. During the Initial Term and any Additional Term(s) of this Contract, the City reserves the right to fund any remaining balance of this Contract amount in varying amounts from time to time as funds become available, not to exceed in total the maximum amount stated in this Contract. Provider agrees that the City shall not be obligated to fund this Contract except out of funds certified by or on behalf of the City's Director of Finance as currently available, even if those funds are less than the maximum amount stated in this Contract. If sufficient funds are not certified as available at any time, the City may exercise its options described in Section 5.2 (Unavailability of Funds) below.

5.2. **Unavailability of Funds.** If funding for this Contract from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the Services performed and Materials delivered under this Contract, the City may exercise one of the following options without liability or penalty to the City:

- (a) Terminate this Contract effective upon a date specified in a Termination Notice; or
- (b) Continue this Contract by reducing, through written notice to Provider, the amount of this Contract and Services and Materials, consistent with the nature, amount and circumstances of available funding.

The City's exercise of either option under this Section 5.2 shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction of Services or Materials. Provider shall be compensated in accordance with the terms of this Contract for Services and Materials satisfactorily performed and delivered prior to such termination or modification of this Contract under this Section 5.2.

5.3. **Crossing Fiscal Years.** If any portion of the compensation set forth in this Contract is to be paid in any City fiscal year following the fiscal year in which the Initial Term or any Additional Term of this Contract commences (in either case, "Appropriated Fiscal Year"),

Provider understands and agrees that the portion of the compensation under this Contract payable with City funds for any period following the Appropriated Fiscal Year is subject to the discretion of City Council as to future appropriations. If, for any reason, funds for any such portion of the compensation are not appropriated by City Council in any Fiscal Year following the Appropriated Fiscal Year, this Contract and the City's liability under this Contract shall automatically terminate at the end of the then current Appropriated Fiscal Year; provided, however, that Provider shall be compensated in accordance with the terms of this Contract for Services and Materials satisfactorily performed and delivered prior to the end of the then current Appropriated Fiscal Year, subject to the other provisions of this Article V.

5.4. **Allowability of Cost Items.** All payments by the City under this Contract are subject to the limitations on the allowability of cost items imposed by the Contract Cost Principles.

ARTICLE VI: AUDITS; INSPECTION RIGHTS; RECORDS

6.1. **City Audit.** From time to time during the Term, and for a period of five (5) years after the expiration or termination of this Contract, the City may audit any and all aspects of Provider's performance under this Contract, including, but not limited to, its billings and invoices. Audits may be conducted by representatives, agents or contractors of the City, including the Department, or other authorized City representatives, including, without limitation, the City Controller. If requested by the City, Provider shall submit to the City all vouchers or invoices presented for payment pursuant to this Contract, all cancelled checks, work papers, books, records and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Contract. All books, invoices, vouchers, records, reports, cancelled checks and other materials shall be subject to periodic review or audit by the City.

6.2. **Inspection.** All Services and Materials shall be subject to inspection and review by City, state and federal representatives, as may be applicable, or their designees, at the offices of Provider in the City, or in another location with the City's consent. Provider shall cooperate with all City, state and federal inspections and reviews conducted in accordance with the provisions of this Contract. Such inspection and review of Provider's Services and Materials, including, without limitation, programs and facilities, shall be in the sole discretion of the inspecting or reviewing entity. Such inspection or review may include, without limitation, meetings with consumers, review of staffing ratios and job descriptions, and meetings with any of Provider's staff members who are either directly or indirectly involved in providing Services or Materials.

6.3. **Availability of Records.** Provider shall make available, in the City at reasonable times during the Term of this Contract and for the period set forth in Section 6.4 (Retention of Records) below, all records pertaining to this Contract for the purpose of inspection, audit or reproduction by any authorized representative (including any agent or contractor and the City Controller) of the City, the Commonwealth of Pennsylvania Auditor General, and any other federal and state auditors, as may be applicable.

6.4. **Retention of Records.** Provider shall retain all records, books of account and documentation pertaining to this Contract for the period set forth in Section 6.1 (City Audit) above. If any litigation, claim or audit is commenced prior to expiration of said five (5) year period, then the records shall be retained until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal, or if Applicable Law requires a longer period, then the records shall be retained for such longer period.

6.5. **Audits Pursuant to Section 6-400 of the Home Rule Charter.** Any Provider that is an Agency, as defined in Section 6-400 (Auditing Department) of the Charter, shall permit the City Controller to audit its affairs as authorized in Section 6-400 during the Initial Term or any Additional Term. Under Section 6-400, an Agency is any entity that a) receives funds from the City; and either b) is created by, or whose board of directors is in whole or part appointed by, one or more City officials or bodies, or c) is organized pursuant to legal authority granted to it by City ordinance.

ARTICLE VII: ASSIGNMENT

7.1. **Assignment by Provider.** Provider shall not assign this Contract, or any part of this Contract, or delegate performance of this Contract (other than to its own work forces), without obtaining the prior written consent of the Responsible Official. The decision whether to consent to an assignment, the timing of consent, if any, and conditions to such consent, if any, shall each be in the City's sole discretion. In the event Provider desires to assign payments under the Contract to a third party pursuant to a secured interest under the Uniform Commercial Code, the City must receive written statutory notice of the assignment which will remain in effect until the City receives written notice by Provider's assignee that the payment assignment has been released. Provider agrees to cooperate with the City in effectuating the direction of its payments to a third party which will include Provider's execution of a release in favor of the City in the form of a "Payment Directive." Any consent to the assignment of any monies to be paid under this Contract shall not relieve Provider from the faithful performance of any of its obligations under this Contract or change any of the terms and conditions of this Contract. Any purported assignment in violation of this Section shall be void and of no effect. The City's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this Contract. Any assignment or purported assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this Contract. Consent by the City to any assignment shall not be deemed a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Section 7.1, an assignment includes the acquisition of Provider, or a controlling interest therein, through a corporate or other merger, and the appointment of a receiver or bankruptcy trustee, and the transfer of this Contract or Provider in any bankruptcy or other insolvency proceeding.

7.2. **Applicability in Case of Bankruptcy or Insolvency.** A receiver or trustee of or for Provider in any federal or state bankruptcy, insolvency or other proceedings concerning Provider shall comply with the requirements set forth in Section 7.1 (Assignment by Provider) above.

7.3. **Personal Services.** Provider acknowledges that the Services and Materials are the personal services of Provider and the City shall have no obligation to accept performance by a third party without the Responsible Official's prior and express written consent.

ARTICLE VIII: INDEPENDENT CONTRACTOR; INDEMNIFICATION; LITIGATION COOPERATION

8.1. **Independent Contractor.** Provider is an independent contractor and shall not in any way or for any purpose be deemed or intended to be an employee or agent of the City. Neither Provider nor its agents, employees or Subcontractors shall in any way represent that they are acting as employees, officials or agents of the City.

8.2. **Indemnification.** Provider shall indemnify, defend and hold harmless the City and its officers, employees and agents from and against any and all losses, costs (including, but not limited

to, litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Provider's act or omission or negligence or fault or the act or omission or negligence or fault of Provider's agents, Subcontractors, independent contractors, suppliers, employees or servants in connection with this Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay any Subcontractors and suppliers, any breach of this Contract, loss of data, data security breach, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret).

8.3. **Litigation Cooperation.** If, at any time, the City becomes involved in a dispute or receives notice of a claim or is involved in litigation concerning the Services and Materials provided under this Contract, the resolution of which requires the services or cooperation of Provider, and Provider is not otherwise obligated to indemnify and defend the City pursuant to the provisions of Section 8.2 (Indemnification) above, Provider agrees to provide such services and to cooperate with the City in resolving such claim or litigation as Additional Services and Materials under Section 3.3 (Additional Services and Materials; Change in Scope of Services) above.

8.4. **Notice of Claims.** If Provider receives notice of a legal claim against it in connection with this Contract, Provider shall submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, within ten (10) business days of receipt of notice of the claim, to the Responsible Official.

ARTICLE IX: INSURANCE

9.1. **Insurance Policies.** Unless otherwise approved by the City's Risk Management Division in writing, Provider shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, or such greater amounts or additional coverages set forth elsewhere in the Contract, covering Provider's performance of the Services and the delivery of the Materials. Provider shall procure, or cause to be procured, all insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth or otherwise acceptable to the City. All insurance herein, except Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to the City's Risk Management Division the required evidence of insurance coverages. All insurance coverages shall provide for at least thirty (30) days' prior written notice to be given to the City in the event coverage is materially changed, cancelled or non-renewed. The City, its officers, employees and agents, shall be named as additional insureds on the General Liability Insurance policy. Provider shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded the City and its officers, employees and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the City, its officers, employees or agents shall invalidate the coverage.

(a) **Workers' Compensation and Employers' Liability:**

- (1) Workers' Compensation: Statutory Limits.

(2) Employers' Liability: \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.

(3) Other states' insurance including Pennsylvania.

(b) General Liability Insurance:

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City's sole discretion, the potential risk warrants.

(2) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as insureds; cross liability; and broad form property damage (including completed operations).

(c) Automobile Liability Insurance:

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: Owned, non-owned and hired vehicles.

(d) Professional Liability Insurance:

(1) Limit of Liability: \$1,000,000 with a deductible not to exceed \$50,000.

(2) Coverage: Errors and omissions including liability assumed under Contract.

(3) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under this Contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after completion of the Services.

9.2. **Self-Insurance.** Provider may self-insure any of the coverages required under this Contract only with the prior written approval of the Responsible Official and the City's Risk Manager. If Provider wants to self-insure any of the coverages listed above, it shall submit to the Responsible Official and the City's Risk Management Division, prior to Provider's commencement of Services or delivery of any Materials hereunder, a certified copy of Provider's most recent audited financial statement and such other evidence of its qualifications to act as self-insurer (e.g., state approval) as the Responsible Official or the City's Risk Manager may request. If the City grants such approval, Provider understands and agrees that the City, its officers, employees and agents shall be entitled to receive the same coverages and benefits under Provider's self-insurance program that they would have received had the insurance requirements set forth above been satisfied by a reputable insurer admitted and duly authorized to do business in the Commonwealth or otherwise acceptable to the City. If at the time of commencement of any Term of this Contract, Provider self-insures its professional liability or workers' compensation and employers' liability coverage, Provider may, in lieu of the foregoing, furnish to the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in this Contract by Provider to the City, or to limit

Provider's liability under this Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Provider hereunder.

9.3. **Evidence of Insurance Coverage.** Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted. The original certificates of insurance must be submitted to the City's Risk Manager at the following address:

The City of Philadelphia
Office of the Director of Finance
Division of Risk Management
1515 Arch Street, 14th Floor
Philadelphia, PA 19102-1579
(Fax No.: 215-683-1705)

A copy of the certificates of insurance shall be submitted to the Responsible Official at the address of the Department set forth in the Notice Section of the Provider Agreement. Both submissions must be made at least ten (10) days before work begins and at least ten (10) days before each Additional Term. The City, in its sole discretion, may waive the ten (10) day requirement for advance documentation of coverage in situations where such waiver will benefit the City. The actual endorsement adding the City as an additional insured must specifically reference the City contract number and be submitted to the City's Risk Management Division at the above address. The City reserves the right to require Provider to furnish certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) days' written notice to Provider.

9.4. **Fidelity Bond; Crime Insurance.** When required elsewhere in the Contract Documents, Provider shall, at its sole cost and expense, obtain and maintain during the Initial Term and any Additional Term(s) of this Contract, a fidelity bond in an amount equal to the greater of (a) Ten Thousand Dollars (\$10,000) or (b) the amount specified elsewhere in the Contract Documents, covering Provider's employees who have financial responsibilities related to the receipt and disbursement of funds under this Contract. In lieu of a fidelity bond, Provider may obtain coverage for crime insurance with limits that are the greater of (a) \$10,000 or (b) the amount specified in the Provider Agreement. The fidelity bond or crime insurance, whichever is obtained by Provider, shall name the City as a beneficiary. Evidence of the existence of the fidelity bond or crime insurance shall be submitted to the City prior to the commencement of Services in conformity with the requirements of Section 9.3 (Evidence of Insurance Coverage) above.

ARTICLE X: OWNERSHIP OF MATERIALS; PROPRIETARY INFORMATION; CONFIDENTIALITY

10.1. **Ownership of Materials.**

(a) Subject to Applicable Law, all Materials shall be the sole and absolute property of the City and the City shall have title thereto and unrestricted use thereof. To the extent that any Materials relating to this Contract developed by or for Provider embody a copyrightable work, including, but not limited to, a "compilation" as that term is used in 17 U.S.C. § 101, as amended from time to time, the City and Provider agree that such copyrightable work(s) shall be considered as one or more "works made for hire" by Provider for the City, as that term is used in 17 U.S.C. §§ 101 and 201(b), as amended from time to time. To the extent that any Materials relating to this

Contract developed by or for Provider embody one or more copyrightable works but are neither a “compilation” nor any other form of “work made for hire,” Provider hereby assigns, and agrees to execute instruments evidencing such assignment, all copyrights in all of such works to the City. Provider shall cause all Materials developed or produced by Provider and any Subcontractor in connection with this Contract which embody a copyrightable work to bear the following designation: “© ___ The City of Philadelphia” [complete then current year in blank line].

(b) Provider shall make available to the City, upon the City’s request, a copy of any Materials prepared by or for Provider in performance of this Contract, at no cost to the City.

(c) All computer programs, tapes and software developed under this Contract shall be compatible with specifications set by the Department.

(d) Provider hereby grants, and shall require its Subcontractors to grant, to the City a royalty-free, nonexclusive and irrevocable right to publish, translate, reproduce, deliver, perform and authorize others to do so, all studies, media, curricula, reports and other Materials not owned by the City under this Contract but which relate to the performance of the Services, Materials or this Contract; provided, however, that Provider shall not be required to grant such right to the City with respect to any Materials for which Provider would be liable to pay compensation to third parties because of such grant.

10.2. Non-Disclosure and Destruction of Data. Provider and its employees, agents, Subcontractors, suppliers, and any person or entity acting on its behalf (a) will maintain in strict confidence all City Data; (b) will not, without the City’s written permission, issue, divulge, disclose, publish, communicate, or distribute any City Data to any person or entity except as may be strictly necessary to perform under the Contract; (c) will not, without the City’s written permission, in any way use any City Data for their businesses, research, or other advantage or gain (except as may be strictly necessary to perform under the Contract), including, without limitation, any use of City Data in any presentation, demonstration, or proposal to perform work, to the City or to others, that may be conducted or created as part of their business activities or otherwise; and (d) except as required by Applicable Law, will immediately upon termination of the Contract return all City Data to the City, destroy any and all copies of any City Data that are in their possession, whether on paper or in electronic or other form and, if requested by the City in writing, will certify in writing that there has been full compliance with this Section 10.2. See also Section 14.9 (Terms and Conditions Relating to Protected Health Information).

ARTICLE XI: EVENTS OF DEFAULT

11.1. Events of Default. Each of the following shall be an Event of Default by Provider under this Contract:

(a) Failure by Provider to comply with any provision of this Contract.

(b) Occurrence of an Event of Insolvency with respect to Provider.

(c) Falseness or inaccuracy of any warranty or representation of Provider contained in this Contract or in any other document submitted to the City by Provider.

(d) Any act, omission, or misrepresentation which renders Provider ineligible for a City contract or renders the Contract voidable under Chapter 17-1400 of the Code.

(e) Misappropriation by Provider of any funds provided under this Contract or failure by Provider to notify the City upon discovery of any misappropriation.

(f) A violation of law which results in a guilty plea, a plea of *nolo contendere*, or conviction of a criminal offense by Provider, its director, employee or agent (1) directly or indirectly relating to this Contract or the Services or Materials provided under this Contract, whether or not such offense is ultimately adjudged to have occurred; or (2) which adversely affects the performance of this Contract.

(g) Indictment of or other issuance of formal criminal charges against Provider, its director, employee or agent for any criminal offense or any other violation of Applicable Law directly relating to this Contract or Services or Materials, or which adversely affects Provider's performance of this Contract in accordance with its terms, whether or not such offense or violation is ultimately adjudged to have occurred.

(h) Debarment or suspension of Provider or any agent, employee or Subcontractor of Provider under a federal, state or local law, rule or regulation.

11.2. **Notice and Cure.** The City agrees that the City will not exercise any right or remedy provided for in Section 12.1 (The City's Remedies) below because of any Event of Default unless the City shall have first given written notice of the Event of Default to Provider, and Provider, within a period of ten (10) days thereafter, or such additional cure period as the City may authorize, shall have failed to correct the Event of Default; provided, however, that no such notice from the City shall be required nor shall the City permit any period for cure if:

(a) Provider has temporarily or permanently ceased providing Services and Materials.

(b) The Event of Default creates an emergency which requires, as determined by the City in the City's sole discretion, immediate exercise of the City's rights or remedies.

(c) The City has previously notified Provider in the preceding twelve (12) month period of any Event of Default under this Contract.

(d) An Event of Default occurs as described in Section 11.1(e), 11.1(f) or 11.1(h) above.

(e) Provider has failed to obtain or maintain any insurance or bond required under this Contract.

Nothing contained in this Section 11.2 shall limit the City's rights under Article XII (Remedies) below.

ARTICLE XII: REMEDIES

12.1. The City's Remedies.

(a) In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section 11.2 (Notice and Cure) above, then the City may, but shall not be obligated to, take any or all of the following actions without further notice to or demand on Provider and without waiving or releasing Provider from any of its obligations under this Contract:

(1) Perform (or cause a third party to perform) this Contract, in whole or in part, including, without limitation, obtaining or paying for any required insurance or performing other acts capable of performance by the City. Provider shall be liable to the City for all sums paid by the City and all expenses incurred by the City (or a third party) pursuant to this Section 12.1(a)(1), together with interest at the highest legal rate permitted in the Commonwealth thereon from the date the City or its agent incurs such costs. The City shall not in any event be liable for

inconvenience, expense or other damage incurred by Provider by reason of the City's performance or paying such costs or expenses, and the obligations of Provider under this Contract shall not be altered or affected in any manner by the City's exercise of its rights under this Section 12.1.

(2) Withhold payment of, or offset against, any funds payable to or for the benefit of Provider.

(3) Collect, foreclose or realize upon any bond, collateral, security or insurance provided by or on behalf of Provider.

(4) Exercise any other right the City has or may have at law, in equity, or under this Contract.

(b) In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section 11.2 (Notice and Cure) above, then the City may, but shall not be obligated to, without waiving or releasing Provider from any of its obligations under this Contract, terminate or suspend this Contract in whole or in part, as set forth more fully in Article XIII (Termination and Suspension) below. In the event of partial termination or suspension, Provider shall continue the performance of this Contract to the extent not terminated or suspended.

(c) The Services and Materials purchased from Provider are unique and not otherwise readily available. Accordingly, Provider acknowledges that, in addition to all other remedies to which the City is entitled, the City shall have the right, to the fullest extent permitted under Applicable Law, to enforce the terms of this Contract without limitation, by a decree of specific performance or by injunction restraining a violation, or attempted or threatened violation, of any provision of this Contract.

12.2. **Concurrent Pursuit of Remedies; No Waiver.** The City may exercise any or all remedies set forth in this Article XII, each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Provider shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Article XII and as described elsewhere in this Contract shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.

ARTICLE XIII: TERMINATION AND SUSPENSION

13.1. **Termination or Suspension for Any Reason.** In addition to its rights under Articles V (Compensation) and XII (Remedies) above, the City shall have the right to terminate this Contract or suspend Provider's performance under this Contract at any time during the Term of this Contract, in whole or in part, for any stated reason, including, without limitation, the convenience of the City. The City shall give written notice to Provider of any full or partial termination or suspension, stating the reason(s) for its action, setting forth the effective date of the termination or suspension and describing any partial termination or suspension.

13.2. Provider's Responsibilities Upon Termination or Suspension.

(a) Upon the City's service of a Termination Notice or a Suspension Notice under any provision of this Contract, Provider and its agents, employees and Subcontractors, shall:

(1) Take immediate action in an orderly manner to discontinue Services and Materials, and demobilize work forces to minimize the incurrence of costs; and

(2) Upon request by the City by notice to Provider, collect, assemble and transmit to the City all Materials in such state of completion as may exist as of the effective date of the termination or suspension. All such Materials shall be clearly labeled and indexed to the satisfaction of the Responsible Official and delivered to the Responsible Official by Provider on or before the date set forth in the Termination Notice for delivery of the Materials or, if no such date is set forth in the Termination Notice, then before the effective date of termination set forth in the Termination Notice. Provider waives and releases any and all right to any retaining or charging liens or similar right or remedy in favor of Provider.

(b) The City's termination or suspension of this Contract shall not affect any obligations or liabilities of either Party accruing prior to the effective date of such termination or suspension.

(c) There shall be no liability, cost or penalty to the City for termination or suspension of this Contract.

13.3. **Payment of Provider Upon Termination or Suspension.**

(a) Upon termination or suspension of this Contract by the City for an Event of Default, Provider shall be entitled to payment of such an amount, to be determined by the City and subject to audit, as shall compensate it for the work satisfactorily performed prior to the termination date; provided, however, that:

(1) Provider is not entitled to be compensated for termination expenses or for anticipated profits, unabsorbed or underabsorbed overhead, or unperformed Services; and

(2) The City may deduct from any amount due and payable to Provider prior to the termination date, but withheld or not paid, the total amount of fees, costs or additional expenses incurred by the City in order to satisfactorily complete the Services and Materials required to be performed by Provider under this Contract, including the expense of engaging another provider for this purpose, and such other damages, costs, losses and expenses of the City as may be incurred or result from such termination for an Event of Default.

(b) In the event of termination or suspension of this Contract by the City for the City's convenience, Provider shall be paid such an amount as shall compensate Provider for the portion of the Services satisfactorily performed and Materials satisfactorily delivered prior to the date of termination. The City shall not pay Provider any amount for Provider's termination or suspension expenses or anticipated profits, unabsorbed or underabsorbed overhead or unperformed Services and Materials not satisfactorily delivered.

(c) In no event shall Provider be entitled to payment beyond the maximum amounts set forth elsewhere in the Contract.

13.4. **Suspension.**

(a) Suspension after an Event of Default, or pending investigatory or criminal proceedings concerning an event that would constitute an Event of Default if resolved contrary to the interests of Provider or a Person for which Provider may be responsible, shall not constitute a waiver or release of any liability of Provider for such Event of Default or any of the City's damages or other remedies arising out of such Event of Default; nor shall such suspension be deemed an election of remedies in derogation of any other remedy.

(b) Provider acknowledges that the City shall have the right, in its sole discretion, to suspend Provider's performance in the event City Council does not appropriate funds enabling payment for the performance of this Contract.

(c) If the City issues a Suspension Notice to Provider, such suspension shall continue from the effective date specified in the Suspension Notice until a date specified in the Suspension Notice which shall be not more than one hundred eighty (180) days after the effective date (the "Suspension Period"). On or prior to the expiration of the Suspension Period, the City shall either terminate this Contract by giving a Termination Notice pursuant to Section 13.1 (Termination or Suspension for Any Reason) above; or issue a new Suspension Notice; or by notice to Provider, instruct Provider to resume the delivery of Services and Materials pursuant to this Contract upon the expiration of the Suspension Period. The City may exercise its right to amend the Contract to add an Additional Term without waiving the suspension; but in the absence of the City's notice of intent to enter into such amendment, Provider shall terminate Services and Materials at the end of the Term even if the Suspension Period has not yet expired.

(d) After issuing a Suspension Notice, the City shall pay any invoices submitted by Provider for Services rendered prior to the commencement of the Suspension Period or otherwise payable by the City to Provider under this Contract, subject to all the City's rights and remedies against Provider, including, but not limited to, its rights of set off and its right to review and accept Services and Materials prior to payment therefor.

ARTICLE XIV: ADDITIONAL REPRESENTATIONS AND COVENANTS OF PROVIDER RELATING TO CERTAIN APPLICABLE LAWS

In addition to the representations, warranties, and covenants made by Provider in Article IV (Provider's Representations and Warranties) above and elsewhere in the General Provisions and other Contract Documents, Provider further represents, warrants and covenants that, to the extent of their applicability to Provider, Provider is in compliance with the laws, ordinances, regulations and executive orders described below. By executing this Contract, Provider thereby certifies to such compliance. Provider further certifies that the representations, warranties, and covenants provided pursuant to this Article XIV shall continue to remain true throughout the Term of this Contract and for any other period of time required by such laws. *False statements to the City in or in connection with this Contract, in or pursuant to any representation or covenant made in this Article XIV or otherwise, are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, which may include fines and imprisonment.* In the event said representations, warranties, and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty, or covenant is untrue or inaccurate. The provisions of this Article XIV are not intended to limit the applicability of the other provisions of this Contract, including, without limitation, Provider's agreement to comply with all Applicable Law.

14.1. **Non-Discrimination; Fair Practices.** In performing this Contract, Provider must comply with the terms of the Charter, the Fair Practices Ordinance (Chapter 9-1100 of the Code) and Mayor's Executive Order No. 04-86, as they may be amended from time to time. In addition, to the extent those provisions do not explicitly prohibit or cover certain types of discriminatory conduct, in performing this Contract, Provider has broader obligation under this Contract. In connection with providing any service or fulfilling any duty under this Contract, Provider shall not discriminate or permit discrimination against any individual on the basis of actual or perceived

race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familial status, genetic information; domestic or sexual violence victim status; or Acquired Immune Deficiency Syndrome (“AIDS”) status. In the event of any breach of this Section 14.1, the City may, in addition to any other rights or remedies available under this Contract, at law or in equity, suspend or terminate this Contract forthwith.

14.2. **Chapter 17-400 of The Philadelphia Code: Exclusionary Private Organizations.**

(a) In accordance with Chapter 17-400 of the Code, Provider agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the applicability of Articles XI (Events of Default) and XII (Remedies) above, a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

(b) Provider agrees to cooperate with the Commission on Human Relations of the City (the “Commission”) in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of the Code. Provider’s failure to so cooperate shall constitute, without limiting the applicability of Articles XI (Events of Default) and XII (Remedies) above, a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

14.3. **Executive Order 01-21: Minority, Woman and Disabled Business Enterprise Participation.** In accordance with Executive Order 01-21 (the “Antidiscrimination Policy”), the City, acting through its Office of Economic Opportunity (“OEO”), has established an antidiscrimination policy that relates to the solicitation and participation of Minority Business Enterprises (“MBE”), Woman Business Enterprises (“WBE”), and Disabled Business Enterprises (“DSBE”) (collectively, “M/W/DSBE”) in City contracts. The purpose of this Antidiscrimination Policy is to ensure that all businesses desiring to do business with the City have an equal opportunity to compete by creating access to the City’s procurement process and meaningfully increasing opportunities for the participation by M/W/DSBEs in City contracts at all tiers of contracting, as prime contractors, subcontractors and joint venture partners. In furtherance of this policy, the City will, from time to time, establish participation ranges for City contracts and City Related Special Projects. Provider agrees to comply with the requirements of the Antidiscrimination Policy by exercising its Best and Good Faith Efforts to include M/W/DSBEs in its contract, and where participation ranges are established by OEO, Provider agrees, without limitation, to submit documentation responsive to each of the participation ranges established for the Contract.

(a) **General Requirements.** In furtherance of the purposes of the Antidiscrimination Policy, Provider agrees to the following:

(1) Provider, if it has achieved participation commitments with M/W/DSBEs, represents that it has entered into legally binding agreement(s) (“M/W/DSBE Subcontract(s)”) with M/W/DSBEs as participants under this Contract for the services and in the dollar amount(s) and percentage(s) as specified in the M/W/DSBE Participation Exhibit to this Contract (the “Contract Commitment(s)”).

(2) Provider shall secure the prior written approval of the OEO before making any changes or modifications to any Contract Commitments made by Provider herein, including, without limitation, substitutions for its MBEs, WBEs and/or DSBEs, changes or reductions in the services provided by its M/W/DSBE participants, or changes or reductions in the dollar amounts and/or percentage value paid to its M/W/DSBE participants.

(3) Unless otherwise specified in a M/W/DSBE Subcontract between Provider and its M/W/DSBE participant, as described in Section 14.3(a)(1) above, Provider shall, within five (5) business days after receipt of a payment from the City for services performed under the Contract, deliver to its M/W/DSBE participant its proportionate share of such payment for services performed by the M/W/DSBE participant. In connection with payment of its M/W/DSBE participants, Provider agrees to fully comply with the City's electronic payment reporting process, the Contract Compliance Reporting System (referred to as "CCRS" or "B2G") which is an electronic payment verification system; failure to verify payment in this system may result in withholding of payments.

(4) Provider shall, in the event of an increase in units of work and/or compensation under the Contract, increase its Contract Commitment(s) with its M/W/DSBE participants proportionately, which increase shall be reflected in the M/W/DSBE Subcontract(s) described in Section 14.3(a)(1) above. OEO may from time to time request documentation from Provider evidencing compliance with this provision.

(5) Provider shall submit, within the time frames prescribed by the City, any and all documentation the City may request, including, but not limited to, copies of M/W/DSBE Subcontracts, participation summary reports, M/W/DSBE participant invoices, telephone logs and correspondence with M/W/DSBE participants, cancelled checks and certification of payments. Provider shall maintain all documentation related to this Section 14.3 for a period of five (5) years from the date of Provider's receipt of final payment under the Contract.

(6) Provider agrees that the City may, in its sole discretion, conduct periodic reviews to monitor Provider's compliance with the terms of this Antidiscrimination Policy.

(7) Provider agrees that in the event the City determines that Provider has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

(A) Debar Provider from proposing on and/or participating in any future contracts for a maximum period of three (3) years.

(B) Withhold payment(s) or any part thereof until corrective action is taken. If corrective action is not taken to the satisfaction of OEO, the City may, without institution of a lawsuit, deduct money in an amount equal to the M/W/DSBE shortfall, which amount shall be collected and considered not as a penalty, but as liquidated damages for Provider's failure to comply with the Contract.

(8) No privity of contract exists between the City and any M/W/DSBE participant identified herein and the City does not intend to give or confer upon any such M/W/DSBE participant(s) any legal rights or remedies in connection with the subcontracted services pursuant to the Antidiscrimination Policy or by reason of this Contract except such rights or remedies that

the M/W/DSBE participant may seek as a private cause of action under any legally binding contract to which it may be a party. The remedies enumerated above are for the sole benefit of the City and the City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with this Contract nor shall it give rise to actions by any third parties including identified M/W/DSBE participants.

(b) Special Requirements Applicable to Non-Profit Providers. In the event Provider is a non-profit, the Contract may not be subject to M/W/DSBE participation ranges, but Provider shall demonstrate its compliance with the Antidiscrimination Policy by providing annually to OEO the following information:

(1) A statement identifying the race, gender, disability status and ethnic composition of its workforce and board of directors;

(2) A list of the non-profit's five highest dollar value M/W/DSBE suppliers of products and services; and

(3) The non-profit's written "equal opportunity statement," an assurance of the non-profit's efforts to maintain a diverse workforce and board of directors and operate a fair and effective supplier diversity program.

(c) Criminal Liability for Fraudulent or False Statements. Provider hereby verifies that all information submitted to the City in connection with the Antidiscrimination Policy is true and correct and is notified that the submission of false information is subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities, which may include payment of a fine of at least \$1,000 and a term of imprisonment of not more than two (2) years. Provider also acknowledges that under 18 Pa.C.S. § 4107.2(a)(4), it is a felony in the third degree, punishable by a term of imprisonment of not more than seven (7) years in addition to the payment of any fines or restitution, if, under this Contract, Provider fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

14.4. Federal Laws. Provider shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d.7), Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

14.5. Americans with Disabilities Act. 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 providing Services or Materials under this Contract. By executing and delivering this Contract, Provider covenants to comply with all provisions of the Americans with Disabilities Act (42 U.S.C. §§ 12101-12213) (the "ADA"), and all regulations promulgated thereunder, as the ADA and regulations may be amended from time to time, which are applicable (a) to Provider; (b) to the benefits, Services, Materials, activities, facilities and programs provided in connection with this Contract; (c) to the City or the Commonwealth; (d) to the benefits, services, activities, facilities and programs of the City or the Commonwealth; and (e) if any funds under this Contract are provided by the federal government, to federal funds, benefits, services, activities, facilities and programs applicable to this Contract. Without limiting the applicability of the preceding sentence,

Provider shall comply with the “General Prohibitions Against Discrimination” (28 C.F.R. Part 35.130), and all other regulations promulgated under Title II of the ADA, as they may be amended from time to time, which are applicable to the benefits, services, facilities, programs and activities provided by the City through contracts with outside contractors.

14.6. Northern Ireland.

(a) In accordance with Section 17-104 of the Code, Provider (including any parent company, subsidiary, exclusive distributor or company affiliated with Provider) (1) confirms that it does not have, and agrees that it will not have at any time during the Term of this Contract, any investments, licenses, franchises, management agreements or operations in Northern Ireland; and (2) agrees that no product to be provided to the City under this Contract will originate in Northern Ireland, unless Provider has implemented the fair employment principles embodied in the MacBride Principles.

(b) In the performance of this Contract, Provider agrees that it will not use any suppliers, Subcontractors or subconsultants at any tier (1) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland; or (2) who will provide products originating in Northern Ireland unless said supplier, Subcontractor or subconsultant has implemented the fair employment principles embodied in the MacBride Principles.

(c) Provider agrees to cooperate with the City’s Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director’s responsibilities under Section 17-104 of the Code. Provider expressly understands and agrees that any false certification or representation in connection with this Section 14.6 and any failure to comply with the provisions of this Section 14.6 shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law (including, but not limited to, Section 17-104 of the Code) or in equity.

14.7. Limited English Proficiency. Provider understands and agrees that no individual who is limited in English language proficiency shall be denied access to Services provided under this Contract on the basis of that limitation. As a condition of accepting and executing this Contract, Provider shall comply with all provisions of Title VI of the Civil Rights Act of 1964, Executive Order No. 12250 of the President of the United States, Mayor’s Executive Order No. 04-01, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Provider; (b) to the benefits, services, activities and programs provided in connection with this Contract; (c) to the City, or the Commonwealth; and (d) to the benefits, services, activities and programs of the City or of the Commonwealth, and if any funds under this Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, activities and programs. Without limiting the applicability of the preceding sentence, Provider shall comply with 45 C.F.R. 80 et. seq. and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors. If Provider will have any public-facing interactions under this Contract, Provider agrees to complete, on a yearly basis, the Annual Report Worksheet for Contractors and Grantees, to be provided by the Department.

14.8. Business, Corporate and Slavery Era Insurance Disclosure.

(a) In accordance with Section 17-104(2) of the Code, Provider shall complete an affidavit certifying and representing that Provider (including any parent company, subsidiary, exclusive distributor or company affiliated with Provider) has searched any and all records of Provider or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

(b) Provider expressly understands and agrees that any false certification or representation in connection with this Section 14.8 and/or any failure to comply with the provisions of this Section 14.8 shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law, including, but not limited to, Section 17-104 of the Code, or in equity and the Contract will be deemed voidable.

14.9. Terms and Conditions Relating to Protected Health Information.

(a) The City is a “hybrid entity” as defined in 45 CFR §164.103 and has designated certain portions of the City as “Covered Units” that perform covered functions and are subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). The Covered Units are listed on the City’s website at <http://www.phila.gov/privacypolicy/>. The City may, at any time, modify its list of Covered Units without providing notice outside of the website. Other parts of the City may also be subject to HIPAA to the extent they provide services to a Covered Unit or another covered entity involving the creation, receipt, maintenance, or transmission of protected health information.

(b) To meet its obligations under HIPAA, the City requires its business associates to agree to the Terms and Conditions Relating to Protected Health Information (“City PHI Terms”) posted on the City’s website (<https://www.phila.gov/privacypolicy/>). The City PHI Terms are hereby incorporated in this Section 14.9 as if fully set forth herein.

(c) Provider is subject to, and shall comply with, the City PHI Terms if: (i) the Contract contains language affirming that Provider is subject to the City PHI Terms or that Provider is the City’s business associate; or (ii) Provider, directly or through an agent or Subcontractor, performs functions or provides services that make it the City’s “business associate” as defined in 45 CFR § 160.103 (regardless of whether the Contract expressly affirms such relationship).

14.10. Chapter 17-1300 of The Philadelphia Code: Philadelphia 21st Century Minimum Wage and Benefits Standard.

(a) If Provider or any Subcontractor at any tier is an Employer subject to the requirements of Chapter 17-1300 of the Code, as that term is defined in Section 17-1302 and described in Section 17-1303 of the Code, then, absent a waiver, during the Initial Term and any Additional Term, in addition to any applicable state and federal requirements, it shall provide and cause any subcontractors at any tier that are also Employers to provide their respective covered Employees, as that term is defined in Section 17-1302 of the Code, with at least the minimum wage standard and minimum benefits standard and notice thereof, as required under Applicable Law. A summary of the current requirement is as follows:

(1) Term of Contract and Effective Date of Minimum Wage Rates.

(A) For contracts with a term of one year or less, the rate applicable on the effective date of the contract is the rate for the entire term of the contract.

(B) For renewals and amendments with a term of one year or less, the rate applicable on the effective date of the renewal or amendment is the rate for work performed during the term of the renewal or amendment and remains the rate throughout the term of the renewal or amendment.

(C) For contracts, renewals and amendments with a term longer than one year, the applicable rate on the effective date of the contract shall apply until the next June 30. On the next July 1, the new rate effective on that July 1 date shall apply during the period from July 1 through the following June 30. Each July 1, the rate may increase.

(2) Minimum Wage Rates. Absent a waiver, an Employer subject to Chapter 17-1300 shall pay each Employee an hourly wage, excluding benefits, equal to:

Effective Date between July 1, 2022, and June 30, 2023, \$15.00; and

Effective Date starting July 1, 2023, and thereafter, \$15.00 multiplied by the CPI Multiplier, provided that the minimum wage shall not be less than the previous year's minimum wage. The CPI Multiplier is calculated annually by the City's Director of Finance by dividing the most recently published Consumer Price Index for all Urban Consumers All Items Index for Philadelphia, Pennsylvania, by the most recently published Consumer Price Index for all Urban Consumers ("CPI-U") as of July 1, 2022. The then current minimum hourly wage applicable to City contractors and subcontractors will be posted on the City's website.

(3) Minimum Benefits. Absent a waiver, if the Employer is subject to Chapter 17-1300, to the extent the employer provides health benefits to any of its employees, the Employer shall provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Employer. The Employer shall also provide to each covered Employee at least the minimum number of earned sick leave days required by Section 17-1305(2) of the Code.

(b) Absent a waiver, if Provider is subject to Chapter 17-1300, Provider shall promptly provide to the City all documents and information as the City may require verifying its compliance and that of all covered Employers providing Services under the Contract with the requirements of Chapter 17-1300. Each covered Employer shall notify each affected Employee what wages and benefits are required to be paid pursuant to Chapter 17-1300.

(c) Absent a waiver, if Provider is subject to Chapter 17-1300, Provider shall take such steps as are necessary to notify its covered Subcontractors of the requirements of this Section 14.10 and to cause such covered Subcontractors to notify lower-tier covered subcontractors of these requirements, including, without limitation, by incorporating this Section 14.10, with appropriate adjustments for the identity of the parties, in its Subcontracts with such covered Subcontractors.

(d) A Provider or Subcontractor at any tier subject to Chapter 17-1300 that fails to comply with these provisions may, after notice and a hearing before the Director of Finance or such other officer or agency designated by the Mayor, be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts, whether as a prime contractor or a subcontractor, for up to three (3) years. City Council may also initiate a similar suspension or debarment process. Such suspension or debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300 or this Contract.

(e) Without limiting the applicability of Articles XI (Events of Default) and XII (Remedies) above, the failure of a Provider or Subcontractor at any tier subject to Chapter 17-1300 to comply with these provisions shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

(f) Provider's covered Employees shall be deemed third-party beneficiaries of Provider's representation, warranty, and covenant to the City under this Section 14.10 only, and the covered Employees of a Subcontractor at any tier that is also a covered Employer performing Services directly or indirectly under a Subcontract at any tier shall be deemed third-party beneficiaries of their Employer's representation, warranty, and covenant to Provider or such Subcontractors at any tier, as the case may be, under this Section 14.10.

(g) The City may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Code.

14.11. Chapter 17-1400 of The Philadelphia Code: Contributions and Other Mandatory Disclosures.

(a) Provider confirms on behalf of itself and its Subcontractor(s) that no contribution(s) have been made and agrees that none shall be made during the Term of this Contract by Provider, any Subcontractor, or any party from which a contribution can be attributed to Provider or Subcontractor that would render Provider or Subcontractor, as applicable, ineligible to apply for or enter into a Non-Competitively Bid Contract under the provisions of Sections 17-1404(1) and 17-1405 of the Code; and that disclosures made as part of its application to receive a Non-Competitively Bid Contract contain no material misstatements or omissions. Breach of this covenant shall constitute an Event of Default and render the Contract voidable at the City's option and shall make Provider liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to Provider allowed under the Contract, regardless whether actually paid. The City may exercise any or all of the remedies set forth in this Section 14.11, each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Provider shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Section 14.11, and as described elsewhere in this Contract, shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.

(b) Provider shall, during the Initial Term of the Contract, any Additional Term, and for one year thereafter, disclose any contribution of money or in-kind assistance that Provider, or any Consultant utilized by Provider in connection with this Contract, has made, or any individual or entity has made if such contributions can be attributed to Provider, or such Consultant pursuant to the attribution rules of Section 17-1405 of the Code, during such time period to a candidate for nomination or election to any elective City office or to an individual who holds such office, or to any political committee or party in the City, or to any group, committee or association organized in support of any such candidate, office holder, political committee or party, and the date and amount of such contribution.

(1) It shall not be a violation of this Section 14.11(b) if Provider fails to disclose a contribution made by a Consultant because Provider was unable to obtain such information from the Consultant, provided Provider demonstrates that it used reasonable efforts to attempt to obtain such information, including, at a minimum:

(A) Entering into a written agreement with the Consultant for such Consultant's services, before the filing of the application for the Contract, and before the Consultant communicated with a City department or office, official or employee on behalf of Provider;

(B) Including in such agreement a provision requiring the Consultant to provide Provider in a timely manner with all information required to be disclosed under the provisions of Chapter 17-1400 of the Code, and providing, in effect, that the agreement will be terminated by Provider if the Consultant fails to provide all required information on a timely basis and that no further payments, including payments owed for services performed prior to the date of termination, will be made to the Consultant by or on behalf of Provider as of the date of such termination;

(C) Communicating regularly with the Consultant concerning the Consultant's obligations to provide timely information to permit Provider to comply with the provisions of Chapter 17-1400 of the Code; and

(D) Invoking the termination provisions of the written agreement in a full and timely manner.

(c) Provider shall, during the Initial Term of the Contract, any Additional Term, and for one year thereafter, disclose the name and title of each City officer or employee who, during such time period, asked Provider, any officer, director or management employee of Provider, or any Person representing Provider, to give money, services, or any other thing of value (other than a Contribution as defined in Section 17-1401 of the Code) to any Person, and any payment of money, provision of services, or any other thing of value (other than such a Contribution) given to any Person in response to any such request. Provider shall also disclose the date of any such request, the amount requested, and the date and amount of any payment made in response to such request.

(d) Provider shall, during the Initial Term, and any Additional Term, of the Contract disclose the name and title of each City officer or employee who directly or indirectly advised Provider, any officer, director or management employee of Provider, or any Person representing Provider that a particular Person could be used by Provider to satisfy any goals established in the Contract for the participation of minority, women, disabled or disadvantaged business enterprises. Provider shall also disclose the date the advice was provided, and the name of such particular Person.

(e) The disclosures required by Sections 14.11(b), (c) and (d) shall be made utilizing the online disclosure update process through Provider's eContract Philly account which can be accessed on the City's website at <https://philawx.phila.gov/econtract/>. Such disclosures shall be timely made before the statutory deadline for the reporting period in which any disclosable event occurred. The disclosure reporting schedule is set forth in Section 17-1402(1)(e)(.5) of the Code. In the case of updates to political contributions made by Provider required by Section 14.11(b), the attribution rules of Section 17-1405 of the Code shall apply to determine what contributions must be disclosed under this provision as contributions of Provider or of a Consultant. Provider is advised that any individual who submits an update on eContract Philly must be an authorized signatory of Provider, authorized to make the required updated disclosures.

(f) Reports generated automatically by the online process for the updated disclosures required by Sections 14.11(b), (c) and (d) will be automatically forwarded to the President and

Chief Clerk of Council, and to the Mayor, Director of Finance, Procurement Department and the Department of Records.

(g) Provider represents and covenants that the Provider's disclosures required by Section 17-1402(1)(b) of the Code contain no material misstatements or omissions. Breach of this representation and covenant shall render the contract voidable at the City's option and shall subject the Provider to liquidated damages to the City in the amount of ten percent (10%) of the total value of the payments to be made to Provider under the Contract. For contracts valued above the formal bidding threshold applicable under Section 17-1406(5)(a) or (b) of the Code, material misstatements or omissions in disclosures pursuant to 17-1402(1)(b)(.4) shall not constitute a breach of this representation and covenant unless Provider has made a material misstatement or omission of such disclosures in at least one additional City contract.

14.12. **Gifts.** Provider (including for purposes of this Section 14.12 its principals, officers, employees, and Subcontractors) shall comply with all Applicable Law restricting gifts to City officers and employees, including but not limited to 65 Pa. C.S. § 1103, Section 20-604 of the Code, and Executive Order 10-16 or any successor. Specifically:

(a) Pursuant to Executive Order 10-16, Provider shall not offer, make, or render any payment, subscription, advance, forbearance, rendering or deposit of money, services, entertainment, invitation, food, drink, travel, lodging or anything of value to any City officer or employee, unless consideration of equal or greater value is received, from any person who, at the time or within twelve (12) months preceding the time such a gift is received:

(1) Is seeking, or has sought, official action from the officer or employee;

(2) Has operations or activities regulated by the officer's or employee's agency, department, office, board or commission, or, in the case of gifts to members of the Mayor's Cabinet, has operations or activities that are regulated by any agency, department, office, board or commission within the Executive and Administrative branch; or

(3) Has a financial or other substantial interest in acts or omissions taken by the officer or employee, which the officer or employee could substantially affect by official action.

(b) Additionally, Provider shall not permit any person that engages in lobbying on behalf of Provider for economic consideration, and is registered as such, pursuant to the requirements of Section 20-1202 of the Code or any other Applicable Law, including any attorney-at-law while engaged in lobbying, to offer or give a gift of any value to any City officer or employee.

(c) Provider understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of Executive Order 10-16 or any other Applicable Law, Provider shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.

(d) If solicited for gifts or gratuities by City officials or employees, Provider must report each such incident to the appropriate authorities, including, but not limited to, the City's Board of Ethics and Office of the Inspector General. All City employees offered gifts or gratuities in violation of Executive Order 10-16 must also report the gifts or offers to the appropriate authorities. Properly documented gifts to the City itself may be permissible as outlined in Section 7 of Executive Order 10-16.

14.13. Chapter 17-1900 of The Philadelphia Code: Equal Benefits Ordinance.

(a) Unless Provider is a government agency, this is a “Service Contract” as that term is defined in Section 17-1901(4) of the Code. If the Service Contract is in an amount in excess of \$250,000, then pursuant to Chapter 17-1900 of the Code, Provider shall, for any of its employees who reside in the City, or any of its employees who are non-residents subject to City wage tax under Section 19-1502(1)(b) of the Code, extend the same employment benefits that Provider extends to spouses of its employees to life partners of such employees. Provider certifies that (1) it is in compliance with the requirements of Chapter 17-1900; (2) its employees have been notified of the employment benefits available to life partners pursuant to Chapter 17-1900; and (3) such employment benefits are currently, or will be made available within the time required by Section 17-1902(2), or that Provider does not provide employment benefits to the spouses of married employees.

(b) Provider acknowledges and agrees that the following terms are included in this Contract:

(1) Provider shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900 of the Code.

(2) Noncompliance by Provider with the requirements of Chapter 17-1900 of the Code shall be a material breach of this Contract.

(3) Discrimination or retaliation by Provider against any employee on account of having claimed a violation of Chapter 17-1900 of the Code shall be a material breach of this Contract.

(4) In addition to any other rights and remedies available to the City pursuant to this Contract at law or in equity, a material breach of this Contract related to Chapter 17-1900 of the Code may result in the suspension or debarment of Provider from participating in City contracts for up to three (3) years.

(c) An overview offering guidance on the applicability of, and requirements placed on City contractors by Chapter 17-1900 of the Code is available on the City’s website (at <https://secure.phila.gov/eContract/> under the “About” link) (see “Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors”).

14.14. **Appropriations Act.** If this Contract is funded in whole or part by federal grant funding appropriated by the Health Resources and Services Administration (HRSA), Provider shall comply with the Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019, Division B, Pub. L. 115-245, as may be amended from time to time, which, among other things, restricts the use of federal grant funds for abortions and health benefits coverage that includes coverage of abortion.

ARTICLE XV: MISCELLANEOUS

15.1. **Governing Law.** This Contract shall be deemed to have been made in Philadelphia, Pennsylvania. This Contract and all disputes arising under this Contract shall be governed, interpreted, construed and determined in accordance with the laws of the Commonwealth, without giving effect to principles of Pennsylvania law concerning conflicts of laws.

15.2. **Amendments; Waiver.** This Contract may not be amended, supplemented, altered, modified or waived, in whole or in part, except by a written Amendment signed by the Parties.

Except to the extent that the Parties may have otherwise agreed in writing in an Amendment, no waiver, whether express or implied, by either Party of any provision of this Contract shall be deemed: (a) to be a waiver by that Party of any other provision in this Contract; or (b) to be a waiver by that Party of any breach by the other Party of its obligations under this Contract. Any forbearance by a Party in seeking a remedy for any noncompliance or breach by the other Party shall not be deemed to be a waiver of rights and remedies with respect to such noncompliance or breach.

15.3. **Integration.** The Contract Documents forming this Contract, including the Provider Agreement and the General Provisions and the exhibits incorporated by reference therein, contain all the terms and conditions agreed upon by the Parties, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties (except to the extent specifically set forth herein). No other prior or contemporaneous agreements, covenants, representations or warranties, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any Party or to vary any of the terms contained in this Contract.

15.4. **No Joint Venture.** The Parties do not intend to create, and nothing contained in this Contract shall be construed as creating, a joint venture arrangement or partnership between the City and Provider with respect to the Services or the Materials.

15.5. **No Third-Party Beneficiaries.** With the exception of the remedy provided to third-party beneficiaries by Section 14.10(f) above, nothing in this Contract, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the Parties, any rights, remedies, or other benefits, including, but not limited to, third-party beneficiary rights, under or by reason of this Contract. This Contract shall not provide any third party with any remedy, claim, liability, reimbursement, cause of action or other right other than any such remedy, claim, etc. existing without reference to the term of or the existence of this Contract.

15.6. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

15.7. **Severability and Partial Invalidity.** The provisions of this Contract shall be severable. If any provision of this Contract or the application thereof for any reason or in any circumstance shall to any extent be held to be invalid or unenforceable, the remaining provisions of this Contract and the application of such provision to Persons, or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

15.8. **Survival.** Any and all provisions set forth in this Contract which, by its or their nature, would reasonably be expected to be performed after the termination of this Contract shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Contract shall survive the expiration or earlier termination of this Contract, including, without limitation: Provider's representations, warranties, and covenants set forth in Article IV (Provider's Representations and Warranties) above; audit, inspection and record retention requirements set forth in Article VI (Audits; Inspection Rights; Records) above; Provider's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents as set forth in Section 8.2 (Indemnification) above; the Parties' rights and obligations set forth in Article X (Ownership of Materials; Proprietary Information; Confidentiality) above; and

Provider's continuing obligations related to Section 14.11 (Chapter 17-1400 of The Philadelphia Code: Contributions and Other Mandatory Disclosures) above.

15.9. **Determination of Disputes.** Any dispute arising between the City and Provider under or with respect to either Party's covenants, obligations, powers, rights or duties under this Contract shall be submitted to and decided by the Responsible Official or a designee. The Responsible Official or designee shall render and reduce to writing the decision and furnish a copy to Provider by notice under this Contract. In connection with any dispute under this Contract, the Responsible Official shall offer Provider an opportunity to offer evidence in support of its position concerning the subject matter of the dispute. This Section 15.9 shall not be construed to limit the benefit to the City of Articles XI (Events of Default) or XII (Remedies) above.

15.10. **Interpretation; Order of Precedence.** In the event of a conflict or inconsistency between the terms of the Contract Documents, the terms of the General Provisions shall govern, followed by the terms of the Provider Agreement, and lastly by any exhibit, attachment, or other document incorporated by reference into the Contract. The foregoing notwithstanding, the Provider Agreement or an Amendment may expressly supersede, create exception to, or otherwise modify the General Provisions by specific reference thereto in the Provider Agreement, an Amendment, or an exhibit to either specifically labeled for such purpose.

15.11. **Headings.** The titles, captions or headings of Articles, Sections and Exhibits or schedules in this Contract are inserted for convenience of reference only; do not in any way define, limit, describe or amplify the provisions of this Contract or the scope or intent of the provisions, and are not a part of this Contract.

15.12. **Statutes and Other Citations.** All statutory or other citations of law referenced in the Contract shall refer to the statute or citation referenced, as it may be amended or superseded from time to time.

15.13. **Days.** Any references to a number of days in this Contract shall mean calendar days unless this Contract specifies business days.

15.14. **Forum Selection Clause; Consent to Jurisdiction.** The Parties irrevocably consent and agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Contract, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the Parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two (2) forums. The Parties further irrevocably consent and agree not to raise any objection to any lawsuit, action, claim, or legal proceeding which is brought in either of these two (2) forums on grounds of venue or *forum non conveniens*, and the Parties expressly consent to the jurisdiction and venue of these two (2) forums. The Parties further agree that service of original process in any such lawsuit, action, claim, or legal proceeding may be duly effected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in Section 5.1 (Notice) of the Provider Agreement.

15.15. **Waiver of Jury Trial.** Provider hereby waives trial by jury in any legal proceeding in which the City is a party and which involves, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) in any way arising out of or related to this Contract or the relationship

created or evidenced hereby. This provision is a material consideration upon which the City relied in entering into this Contract.

15.16. **Notices.** All notices, demands, requests, waivers, consents, approvals or other communications which are required or may be given under this Contract shall be in writing and shall be deemed to have been duly made (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service); (c) on the date confirmed for delivery by electronic mail if delivered by electronic mail during business hours, otherwise at the beginning of the next business day; and (d) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case, notices shall be sent to the addresses set forth in the section of the Provider Agreement entitled “Notice,” or to such other address as either Party may specify to the other by a notice complying with the terms of this Section 15.16.

**Community Legal Services, Inc.
Board of Directors
Resolution**

RESOLUTION GRANTING SIGNATORY AUTHORITY

WHEREAS, the Community Legal Services, Inc. (the Corporation) desires to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors hereby authorizes and approves the granting of signatory authority on behalf of Community Legal Services to any one of the person(s) occupying the following positions in the Corporation at time of signing: President of the Board of Directors, Treasurer of the Board of Directors, Vice President of the Board of Directors, Executive Director, Finance Director. The foregoing signing and authority granted shall include, but shall not be limited to, the execution of contracts, transfers and assignments, of whatever nature entered into by this Corporation.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary of Community Legal Services, a corporation duly formed pursuant to the laws of the state of Pennsylvania and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance the Bylaws of the above-named Corporation on November 8, 2018 and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 13th day of November, 2018



John P. Lavelle, Jr.
Secretary

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| CONTRACT SUMMARY AND ENDORSEMENT | DATE 1/9/2024 |
|---|----------------------|

TO THE LAW DEPARTMENT: The attached bid and award described below is referred to you for certification as to form, and where annual surety bond is on file, to have Contractor post satisfactory bond.

| | | |
|---|----------------------------------|---------------------------|
| CONTRACTOR Community Legal Services | FINANCE CONTR. NO. 24 20463 | LAW DEPT. NO. 24 20463 |
| | AMT. OF CONTRACT \$350,000.00 | ANN. SURETY BOND |
| DESCRIPTION public advocate | PERIOD COVERED | 12/2/2023 - 12/1/2024 |

ENDORSEMENT

| | |
|---|--|
| OFFICE OF THE DIRECTOR OF FINANCE-ACCOUNTING DIVISION Examined: Pat Preston <i>PP 1/9/24</i> (For the Director of Finance) _____ (Date) | OFFICE OF THE CITY CONTROLLER Examined: (For the City Controller) _____ (Date) |
|---|--|

This contract approved as to availability of funds under the budget and appropriations pursuant to section 8-200 (2) (d) of the Home Rule Charter:

| | |
|---|--|
| (For the Director of Finance) _____ (Date) <i>1/10/2024</i> | (For the City Controller) _____ (Date) |
|---|--|

| DOCUMENT NO. | ACCOUNT CODE | | | | | DEPARTMENT OR AGENCY | AMOUNT CHARGEABLE TO ACCOUNT |
|-----------------|--------------|------|---------|-------------|-------|---------------------------------------|------------------------------|
| | FUND | DEPT | ELEMENT | SUB ELEMENT | CLASS | | |
| MDXX24001011 01 | 020 | 67 | 01 | 01 | 0250 | PHI WATER,SEWER & STORMWTR RATE BOARD | \$200,000.00 |
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| TOTAL | | | | | | | \$200,000.00 |

Partial Certification.

Certificate Of Completion

Envelope Id: 79B56D9E96AD4543BED8ACAE8D9616F9

Status: Completed

Subject: Contract # 2420463 (Community Legal Services, Inc.)

Source Envelope:

Document Pages: 65

Signatures: 4

Envelope Originator:

Certificate Pages: 4

Initials: 0

City of Philadelphia - Law Draft Contracts

AutoNav: Enabled

1234 Market Street

Envelopeld Stamping: Enabled

Suite 1800

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Philadelphia, PA 19107

law.contractinitiation@phila.gov

IP Address: 170.115.248.10

Record Tracking

Status: Original

Holder: City of Philadelphia - Law Draft Contracts

Location: DocuSign

1/4/2024 11:46:47 AM

law.contractinitiation@phila.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Philadelphia - PS Contracts

Location: DocuSign

Signer Events

John P. Lavelle, Jr.

john.lavelle@morganlewis.com

Philips RS

Security Level: Email, Account Authentication (None), Access Code

Signature

DocuSigned by:

John P. Lavelle, Jr.

32DC0498EB384CF...

Timestamp

Sent: 1/4/2024 12:25:54 PM

Viewed: 1/4/2024 12:57:08 PM

Signed: 1/4/2024 12:57:35 PM

Signature Adoption: Pre-selected Style

Using IP Address: 152.186.147.242

Electronic Record and Signature Disclosure:

Accepted: 1/4/2024 12:57:08 PM

ID: 83a6805f-0251-4e91-a3d3-b89a6dffed0b

Patrick Devine

patrick.devine@neurostar.com

Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:

Patrick Devine

CF58395CAC2740F...

Sent: 1/4/2024 12:57:37 PM

Viewed: 1/4/2024 1:00:40 PM

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Signature Adoption: Pre-selected Style

Using IP Address: 50.234.121.18

Electronic Record and Signature Disclosure:

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ID: 5ce34750-6361-4a77-845f-dc4f9ebbc958

Daniel W. Cantú-Hertzler

Daniel.Cantu-Hertzler@phila.gov

Senior Attorney

Security Level: Email, Account Authentication (None)

Completed

Sent: 1/4/2024 1:00:51 PM

Viewed: 1/4/2024 1:18:13 PM

Signed: 1/4/2024 1:20:57 PM

Using IP Address: 170.115.248.7

Electronic Record and Signature Disclosure:

Accepted: 8/14/2017 5:49:29 AM

ID: b6f86d8f-0b8b-4e91-8c49-9ef1f1114594

Daniel W. Cantú-Hertzler

Daniel.Cantu-Hertzler@phila.gov

Senior Attorney

Security Level: Email, Account Authentication (None)

DocuSigned by:

Daniel W. Cantú-Hertzler

F9EFBF13599B43A...

Sent: 1/4/2024 1:21:00 PM

Viewed: 1/4/2024 1:21:43 PM

Signed: 1/4/2024 1:22:08 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.115.248.9

Electronic Record and Signature Disclosure:

Accepted: 8/14/2017 5:49:29 AM

ID: b6f86d8f-0b8b-4e91-8c49-9ef1f1114594

| Signer Events | Signature | Timestamp |
|--|--|---|
| <p>Law ContractConformance LawContractConformance@phila.gov City of Philadelphia Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <p>Completed</p> <p>Using IP Address: 170.115.248.10</p> | <p>Sent: 1/4/2024 1:22:10 PM Viewed: 1/8/2024 7:16:31 AM Signed: 1/8/2024 7:16:41 AM</p> |
| <p>Finance ContractCertification Finance.ContractCertification@phila.gov City of Philadelphia Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <p>Completed</p> <p>Using IP Address: 170.115.248.10</p> | <p>Sent: 1/8/2024 7:16:44 AM Viewed: 1/9/2024 6:30:57 AM Signed: 1/10/2024 7:35:14 AM</p> |
| <p>Office of the Chief Administrative Officer OfficeoftheCAO@phila.gov City of Philadelphia Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <p>Completed</p> <p>Using IP Address: 170.115.248.8</p> | <p>Sent: 1/10/2024 7:35:18 AM Viewed: 1/16/2024 2:21:58 PM Signed: 1/16/2024 2:22:05 PM</p> |
| <p>Irwin "Sonny" Popowsky spopowsky@gmail.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/16/2024 2:50:39 PM ID: b9c0486a-32dc-451d-97c0-8f67cf0d4eaa</p> | <p>DocuSigned by: <i>Irwin "Sonny" Popowsky</i> B5DB49D845364D6...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 108.36.102.27</p> | <p>Sent: 1/16/2024 2:22:11 PM Viewed: 1/16/2024 2:50:39 PM Signed: 1/16/2024 2:51:40 PM</p> |
| <p>Daniel W. Cantú-Hertzler Daniel.Cantu-Hertzler@phila.gov Senior Attorney Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/14/2017 5:49:29 AM ID: b6f86d8f-0b8b-4e91-8c49-9ef1f1114594</p> | <p>Completed</p> <p>Using IP Address: 170.115.248.8</p> | <p>Sent: 1/16/2024 2:51:44 PM Viewed: 1/16/2024 3:00:01 PM Signed: 1/19/2024 6:48:31 AM</p> |
| <p>Law ContractConformance LawContractConformance@phila.gov City of Philadelphia Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <p>Completed</p> <p>Using IP Address: 170.115.248.10</p> | <p>Sent: 1/19/2024 6:48:36 AM Viewed: 1/23/2024 6:40:19 AM Signed: 1/23/2024 6:40:26 AM</p> |
| In Person Signer Events | Signature | Timestamp |
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |

| Agent Delivery Events | Status | Timestamp |
|--|--|---|
| Daniel W. Cantú-Hertzler Daniel.Cantu-Hertzler@phila.gov Senior Attorney Security Level: Email, Account Authentication (None) | <div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">VIEWED</div> Using IP Address: 170.115.248.8 | Sent: 1/4/2024 12:12:09 PM Viewed: 1/4/2024 12:23:54 PM Completed: 1/4/2024 12:25:52 PM |
| Electronic Record and Signature Disclosure: Accepted: 8/14/2017 5:49:29 AM ID: b6f86d8f-0b8b-4e91-8c49-9ef1f1114594 | | |

| Intermediary Delivery Events | Status | Timestamp |
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|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
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| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
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|--|---|----------------------------|
| Robert Ballenger rballenger@clsphila.gov Security Level: Email, Account Authentication (None), Access Code | <div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div> | Sent: 1/4/2024 12:25:53 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

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|--|---|--|
| Daniel W. Cantú-Hertzler Daniel.Cantu-Hertzler@phila.gov Senior Attorney Security Level: Email, Account Authentication (None) | <div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div> | Sent: 1/16/2024 2:22:09 PM Viewed: 1/16/2024 2:27:58 PM |
| Electronic Record and Signature Disclosure: Accepted: 8/14/2017 5:49:29 AM ID: b6f86d8f-0b8b-4e91-8c49-9ef1f1114594 | | |

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|--|---|----------------------------|
| Controller Contracts Controller.Contracts@phila.gov Security Level: Email, Account Authentication (None) | <div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div> | Sent: 1/23/2024 6:40:30 AM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
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| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

| | | |
|---------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 1/4/2024 12:12:09 PM |
| Envelope Updated | Security Checked | 1/4/2024 12:25:52 PM |
| Envelope Updated | Security Checked | 1/4/2024 12:25:52 PM |
| Envelope Updated | Security Checked | 1/4/2024 12:25:52 PM |
| Envelope Updated | Security Checked | 1/4/2024 12:25:52 PM |
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| Envelope Updated | Security Checked | 1/4/2024 12:25:52 PM |
| Envelope Updated | Security Checked | 1/4/2024 12:25:52 PM |
| Envelope Updated | Security Checked | 1/4/2024 12:25:52 PM |
| Certified Delivered | Security Checked | 1/23/2024 6:40:19 AM |
| Signing Complete | Security Checked | 1/23/2024 6:40:26 AM |
| Completed | Security Checked | 1/23/2024 6:40:30 AM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
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This Electronic Records and Signature Disclosure is provided by the City of Philadelphia in connection with a pending electronic transaction. Any party proceeding with such electronic transaction is deemed to have consented i) to conduct the transaction by electronic means; and ii) where execution of an agreement is required, to the use of electronic signatures using the method provided in the agreement. Questions regarding this Electronic Records and Signature Disclosure should be addressed to econtractphilly@phila.gov.