



Guidehouse Inc.
Rebecca McGregor, Partner
1735 Market St #2210
Philadelphia, PA 19103
Telephone (202) 552-9268
guidehouse.com

November 14, 2024

Pennsylvania Intergovernmental
Cooperation Authority (PICA)
1500 Walnut Street 16th Floor
Philadelphia, PA 19102
Attn: Marisa Waxman, Executive Director

Re: Guidehouse Inc. Master Consulting Services Agreement

Dear Director Waxman:

This Master Consulting Services Agreement, together with the appendices attached hereto and incorporated herein by reference ("**Agreement**"), confirms the retention of **Guidehouse Inc. ("Guidehouse")** by **Pennsylvania Intergovernmental Cooperation Authority ("Client")** to perform the services described herein effective as of November 14, 2024 ("**Effective Date**").

Scope and Delivery of Services

Services under this Agreement are subject to the Terms and Conditions in the attached Appendix A.

Guidehouse shall provide consulting and advisory services to Client, as more fully described in the Statement of Work set forth in Appendix B ("SOW") (collectively the "**Services**").

Either party or their respective Affiliate (as defined below) may execute SOW(s) under this Agreement; provided however that the parties shall remain liable for their respective Affiliate's failure to fulfill its obligations or adhere to the provisions of this Agreement. For purposes hereof, the term "Affiliate" shall mean any entity that controls, is controlled by or under common control with Guidehouse or Client.

This Agreement is intended to serve as the framework for entering into separate SOWs. The SOWs entered into under this Agreement shall be: (a) executed by authorized individuals on behalf of each of the parties, and (b) incorporated into this Agreement as sequentially numbered SOWs. Unless otherwise agreed by the parties, all SOWs that are entered into under this Agreement shall be governed by the terms of this Agreement and are hereby made part of, and incorporated into, this Agreement. In the event of a conflict between this Agreement and a SOW, the terms of this Agreement shall prevail, unless the SOW expressly references the specific provision in this Agreement to be modified by the SOW. This Agreement shall not govern engagements related to expert services in litigation or other legal proceedings and a separate agreement for such services will be required. To the extent the term of an SOW extends beyond the termination of this Agreement, the terms of this Agreement shall apply to such SOW until expiration of such SOW.

Fees and Expenses

The details of fees and expenses for the Services under this Agreement are set forth in the applicable SOW. Independent contractors or subcontractors may be utilized from time to time, at the applicable rates

set forth in the applicable SOW. Client will be solely responsible for all financial obligations to Guidehouse in connection with this Agreement.

Guidehouse shall invoice in accordance with Section 3 Fees and Expenses in the applicable SOW. Guidehouse invoices are due upon receipt, and payment of professional fees and expenses is expected within thirty (30) days of the invoice date. Any objection to the invoice must be made within sixty (60) days after the date of the invoice; lack of timely objection to an invoice shall evidence Client's agreement to all invoiced amounts. A late charge of one percent (1%) per month will accrue on undisputed amounts not paid within sixty (60) days of the date of the invoice. If payment on invoices is past due more than sixty (60) days, Guidehouse reserves the right to terminate the Agreement or the applicable SOW or suspend the Services until payment is received. Guidehouse reserves the right to require payment of outstanding fees and expenses prior to the performance of any of the Services or the delivery of any work product. All costs of collection of amounts due and owing hereunder shall be paid by Client.

Invoices shall be made in accordance with the applicable SOW. Guidehouse shall send a copy of each invoice electronically to Marisa Waxman, Executive Director for processing and payment by Client.

Term

The term of this Agreement shall commence as of the Effective Date and shall continue thereafter until termination of this Agreement as set forth in Appendix A, Section 7 (Termination).

Entire Agreement

This Agreement constitutes the entire agreement between Guidehouse and Client. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein and supersedes any other such promises or representations. This Agreement may only be modified by a written agreement signed by duly authorized representatives of each party.

[Signature Page Follows]

This Master Consulting Services Agreement may be executed in any number of counterparts. All such counterparts shall be construed together and shall constitute but one agreement.

Very truly yours,
Guidehouse Inc.

By: Rebecca McGregor
Partner

11/14/2024
Date



Agreed to and Accepted by:

Marisa Waxman, Executive Director

By: Marisa Waxman

Name: Marisa Waxman

Title: Executive Director, PICA

Date: November 18, 2024

APPENDIX A

TERMS AND CONDITIONS

- 1. Access:** Client agrees to provide Guidehouse with timely access to information within its possession, locations under Client's control and Client's personnel reasonably necessary for the performance of the Services.
- 2. Client and Third Party Work Product:** The information provided by Client to Guidehouse shall be considered "as is" and Guidehouse will not validate or confirm the accuracy of the data and information provided. It is further understood that Guidehouse may be reviewing work product prepared by parties other than Guidehouse on behalf of Client.
- 3. Preliminary Findings and Draft Reports:** The preparation of Guidehouse work product is an evolving process during which Guidehouse analysis is focused and refined as research and document review proceeds and as information emerges. Preliminary conclusions, superseded drafts, notations, analyses, work lists, and irrelevant data are not a part of, and will not be recorded in, the final work product. Such documents may be appropriately discarded on a routine basis as work tasks are completed. Of course, circumstances may arise that require the retention of such drafts or other interim documents, including but not limited to subpoenas and court orders. Guidehouse understands that Client will provide it with any instructions regarding document retention or document production procedures that Client expects Guidehouse to follow.
- 4. Consulting Services Disclaimer:** Guidehouse will not audit any financial statements or perform any attest procedures in the course of performing the Services under this Agreement. Guidehouse's Services are not designed, nor should they be relied upon, to disclose internal weaknesses in internal controls, financial statement errors, irregularities, illegal acts or disclosure deficiencies. Guidehouse is not a professional accounting firm and does not practice accounting. Guidehouse's Services will not include legal, engineering or architectural advice or services.
- 5. Independent Contractor:** It is understood and agreed that Guidehouse will for all purposes be an independent contractor, will not hold itself out as representing or acting in any manner for Client, and neither Guidehouse nor Client will have any authority to bind the other party to any contract or in any other manner. Guidehouse and Client do not intend to create a joint employer relationship, and Guidehouse and Client each represent that it is the sole employer of its employees. Guidehouse shall not and does not have the right to control Client's employees' essential terms and conditions of employment, including hiring its employees, determining their wages and benefits, or assigning, scheduling, training, disciplining, or terminating its employees.
- 6. Standard of Care and Performance:** Guidehouse agrees that the Services provided for herein will be performed in a professional manner in accordance with recognized professional consulting standards for similar services and that qualified personnel will be assigned for that purpose. In providing the Services, Guidehouse and its personnel shall exercise reasonable care. Guidehouse cannot guarantee or assure the achievement of any particular performance objective, nor can Guidehouse guarantee or assure any particular outcome for Client or any other person as a result of this Agreement or the performance of the Services.

If, during the performance of these Services or within two years following completion of the Agreement, such Services will prove to be faulty or defective by reason of a failure to meet such standards, Guidehouse agrees that upon prompt written notification from Client prior to the expiration of the two-year period following the completion of the Agreement of any such fault or defect, such faulty portion of the Services will be redone at no cost to Client up to a maximum amount equivalent to the cost of the Services rendered under this Agreement. THE FOREGOING WILL CONSTITUTE GUIDEHOUSE'S SOLE WARRANTY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE SERVICES AND

THE ACTIVITIES INVOLVED IN ITS PREPARATION, AND IS MADE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Termination: Either party may terminate this Agreement without cause upon no less than thirty (30) days' written notice of termination to the other party; provided however Guidehouse shall be entitled to receive any fees earned up to the date of termination.

8. Intellectual Property: Upon full payment of all amounts due Guidehouse in connection with this Agreement, all rights, title and interest in any information and items, including summaries, documents, reports and portions thereof Guidehouse provides to Client (the "**Guidehouse Deliverables**") will become Client's sole and exclusive property, subject to the exceptions set forth below. Guidehouse shall retain sole and exclusive ownership of all rights, title and interest in its work papers, proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the Services ("**Guidehouse Property**"). To the extent the Guidehouse Deliverables contain Guidehouse Property; Client is granted a non-exclusive, non-assignable, royalty-free license to use it in connection with the subject of this Agreement.

9. Guidehouse Deliverables: Guidehouse is providing the Services and Guidehouse Deliverables solely for the purposes set forth in the SOW and in accordance with the RFP (as defined in the SOW). The Services and Guidehouse Deliverables are not for a third party's use, benefit or reliance and Guidehouse disclaims any contractual or other responsibility or duty of care to any third party based upon the Services or Guidehouse Deliverables. Notwithstanding the foregoing, and without limiting any other provision herein, Guidehouse acknowledges and agrees (i) that Client may share all Guidehouse Deliverables with the City of Philadelphia, and (ii) that Client intends, but

only with the consent of Guidehouse (such consent not to be unreasonably withheld) to publicly release a summary of findings delivered pursuant to the SOW.

The Services and Guidehouse Deliverables, including any oral advice or comments, should not be associated with, referred to or quoted in any manner in any financial statements or any offering memorandum, prospectus, registration statement, public filing, or loan agreements.

Notwithstanding any other provision in this Agreement to the contrary, Client may disclose the Guidehouse Deliverables to or discuss information relating to the Services (a) as required by law; (b) as required by any government or regulatory agency with supervisory authority over Client; and (c) with Client's legal advisors and auditors which are acting solely for Client's benefit and on Client's behalf and which have a need to know such information in order to provide advice or services to Client.

10. Confidentiality:

(a) "Confidential Information" means the confidential information to be disclosed under this Agreement including certain proprietary information, which may include but is not limited to, strategic planning, financial data, business plans, trade secrets, technical data, computer programs, policies, procedures, benchmarking, know-how, methodologies, discoveries, ideas, concepts, techniques, designs, specifications, drawings, blueprints, diagrams, flow charts, marketing plans, customer names, claims information, and other technical, financial, or business information not generally known in the marketplace, and Personally Identifiable Information as defined below.

(b) "Personally Identifiable Information" means all information that can be used to identify an individual, as may be defined in applicable information security and privacy laws, and includes "Nonpublic Personal Information" ("NPI"), as defined under the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et seq.) and "Protected Health Information" ("PHI"), as defined

under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d) ("HIPAA.")

- (c) The party disclosing the Confidential Information will be referred to as the "Disclosing Party" and the party receiving the Confidential Information will be referred to as the "Recipient." It is understood that one party can, at certain times, be a "Recipient" and at other times a "Disclosing Party."
- (d) Recipient agrees that neither it, nor any of its employees, officers, directors, agents, and representatives who need to know such information (collectively, its "Representatives") will: (a) in any fashion or for any purpose use the Confidential Information except for the purpose set forth in the applicable SOW; or (b) disclose, divulge, publish or disseminate the Confidential Information except as expressly authorized by this Agreement. Recipient further agrees that it and its Representatives will: (y) take all reasonable measures to protect the confidentiality of, and avoid disclosure or use of, the Confidential Information so as to prevent it from entering the public domain or falling into the possession of persons other than those authorized by this Agreement to have access to it; and (z) only permit those Representatives of Recipient who are authorized to participate, directly or indirectly, to have access to Confidential Information.
- (e) Confidential Information shall not include any information (a) previously known by the Recipient, (b) independently developed by the Recipient, without use of any Confidential Information, (c) acquired by the Recipient from a third party that is not, to Recipient's knowledge after due inquiry, under any legal obligation not to disclose such information or (d) that is, or becomes, public through no breach by the Recipient of this Agreement.
- (f) Accordingly, each party agrees, subject to applicable law or court order, not to disclose any of its communications, or any of the information it receives and develops in the course of the Services, to

any person or entity apart from the other party and such other persons or entities as the other party may designate.

- (g) If access to any of the materials and information in Guidehouse's possession relating to this Agreement are subpoenaed or if any of Guidehouse's employees, agents, representatives or subcontractors are compelled to testify as a fact witness in any legal proceeding related to this Agreement, by subpoena or otherwise, or it is made a party to any litigation related to this Agreement, Guidehouse will promptly notify Client of such action, and either tender to Client its defense responding to such request and cooperate with Client concerning Guidehouse's response thereto or retain counsel for its defense. In such event, Client shall compensate Guidehouse at its standard billing rates for its professional fees and reimburse Guidehouse's expenses, including reasonable attorneys' fees (external), involved in responding to such action so long as such litigation is not due to the action or inaction of Guidehouse.
- (h) If any of Guidehouse's professionals are asked to provide testimony, it may be necessary for him or her to resist efforts by a third party to elicit confidential and proprietary materials of Guidehouse and other Guidehouse clients. Guidehouse will take all reasonable efforts to protect the interests of Client, consistent with its need to protect Guidehouse's Confidential Information as well as the Confidential Information of other Guidehouse clients and to comply with Guidehouse's applicable non-disclosure obligations herein.
- (i) Guidehouse shall implement and maintain commercially reasonable administrative, technical and physical safeguards designed to secure the Confidential Information sufficient to comply with applicable law.
- (j) The confidentiality obligations in this Section 10 (Confidentiality) shall survive the termination or expiration of this Agreement.

11. Intentionally Omitted.

12. Use of Data: Notwithstanding any other term or provision in this Agreement, Guidehouse may only use Client's data for the purposes set forth in this Agreement and the SOW.

13. Conflicts of Interest: Guidehouse is not aware of circumstances that constitute a conflict of interest or that would otherwise impair Guidehouse's ability to provide objective assistance. Guidehouse's determination of conflicts is based primarily on the substance of its work and not the parties involved. Guidehouse is a large consulting company that is engaged by many companies and individuals. Guidehouse may have in the past represented, may currently represent or may in the future represent other clients whose interests may have been, may currently be or may become adverse to Client in litigation, transactions, or other matters (collectively "Other Clients"). Therefore as a condition to Guidehouse's undertaking to provide the Services to the Client, Client agrees that Guidehouse may continue to represent, and in the future may represent, Other Clients provided however that Guidehouse agrees that it will not accept retentions by Other Clients that would be adverse to Client in the same legal proceeding on the factual matters that are the subject matter of an engagement set forth under the applicable SOW.

14. Limitation of Liability: Notwithstanding the terms of any other provision, the total liability of Guidehouse and its affiliates, directors, officers, employees, subcontractors, agents and representatives for all claims of any kind arising out of this Agreement, whether in contract, tort or otherwise, shall be limited to the total fees paid to Guidehouse under the applicable SOW in the preceding 12 months. Neither Guidehouse nor Client shall in any event be liable for any indirect, consequential or punitive damages, even if Client or Guidehouse have been advised of the possibility of such damages. No action, regardless of form, arising out of or relating to this Agreement, may be brought by either party more than one year after the cause of action has accrued, except an action for non-payment may be brought within one year following the date of the last payment due

under this Agreement. Guidehouse shall not be liable for any loss or destruction of any valuable documents provided to Guidehouse. Client shall be responsible for insuring such documents against loss and destruction.

15. Sanctions Representations: Client represents and warrants the following: (a) Client is not subject to United States ("U.S."), European Union ("EU"), United Kingdom ("UK"), United Nations ("UN"), or other applicable sanctions or export restrictions; (b) to Client's knowledge, Client does not have any nexus with persons or entities on any U.S., EU, UK, UN, or other applicable sanctioned/restricted parties list, including the U.S. Treasury Department, Office of Foreign Assets Control's ("OFAC") Specially Designated Nationals and Blocked Persons ("SDN") List, either through shareholders, controlling individuals or entities, employees, beneficial owners, vendors, affiliated entities (i.e., affiliates or subsidiaries), third parties, customer base, or otherwise; (c) Client does not have any operations in, and is not owned by or otherwise acting on behalf of an entity located or headquartered in, any jurisdiction subject to comprehensive U.S. sanctions (currently, Cuba, Iran, Syria, North Korea, the Crimea region, the so-called Donetsk People's Republic ("DNR") region, and the so-called Luhansk People's Republic ("LNR") region) or comprehensive EU, UK, and/or UN sanctions; (d) Client does not have any operations with or derive any revenue from, and is not acting for or on behalf of, any jurisdiction or person, including any government, political party, or other individual or entity, subject to U.S., EU, UK, UN, or other applicable sanctions or export restrictions, unless authorized by applicable law; and (e) Client shall not remit payment for Guidehouse's fees and expenses from revenues derived by activities involving, nor directly or indirectly utilize Guidehouse's Services or Deliverables for the benefit of, any sanctioned country, region, or person, unless authorized by applicable law. Client has in place policies and procedures designed to ensure compliance with applicable sanctions and other export restrictions and shall not engage in any activity during the course of its engagement with Guidehouse that could cause Guidehouse to violate any applicable law or regulation.

16. Governing Law: This Agreement will be interpreted and construed under the internal laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles, regardless of the domicile of any party, and will be deemed for such purposes to have been made, executed and performed in Philadelphia County, Pennsylvania. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction sitting in Philadelphia County, Pennsylvania. The prevailing party shall be entitled to recover from the other party reasonable costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Agreement and reasonable attorneys' fees and costs incurred in obtaining, appealing or enforcing any judgment entered by the arbitrator or the court. The waiver of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent or additional breach.

17. Restriction on Use of Personnel: Client agrees that during the term of this Agreement (including any renewals and extensions thereof), and for a period of one year following the termination of the applicable SOW ("Restriction Period"), neither Client nor any affiliate, parent or subsidiary thereof will knowingly employ or engage as an independent contractor, consultant or otherwise, any person who, during the Restriction Period, is or was an employee or independent contractor of Guidehouse that provided Services under the applicable SOW; provided however that the foregoing shall not prohibit Client from employing an individual who responds to a general advertisement for employment (whether or not made by a professional search firm).

18. Disposition of Documents: At the conclusion of the Services, Client will have the following options with respect to disposition of documents related to this Agreement. Client may (a) direct Guidehouse to return all such documents to Client at the client's expense; or (b) authorize Guidehouse to discard or destroy all documents. In limited circumstances, Guidehouse may agree to

store client engagement documents at Client's expense. The terms and pricing for all storage, as agreed by the parties, will be provided to the Client at the beginning of any storage period. If the Client does not request option (a) or (b) above within sixty (60) days after the conclusion of the Services under the applicable SOW, Guidehouse will, to the extent practicable, implement option (a). Guidehouse may retain a copy of its reports and work papers for its internal recordkeeping purposes or compliance with applicable professional standards.

19. Third Party Beneficiaries: This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the parties.

20. Force Majeure: Guidehouse shall not be deemed in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of the Services resulting directly or indirectly from acts of God, electronic virus attack or infiltration, civil or military authority action, civil disturbance, war, epidemic, strike and other labor disputes, fires, floods, other catastrophes, and other forces beyond its reasonable control making it commercially impracticable to perform the obligations of this Agreement.

21. Notices: All notices given under or pursuant to the Agreement will be sent by Certified or Registered Mail, Return Receipt Requested, and will be deemed to have been delivered when physically delivered to Client or Guidehouse at the following address:

If to Guidehouse:

Guidehouse Inc.
1735 Market St #2210
Philadelphia, PA 19103
Attention: Rebecca McGregor

With a copy to:
Guidehouse Inc.
1676 International Drive, Suite 800
McLean, VA 22102
Attention: Office of the General Counsel

If to Client:
Pennsylvania Intergovernmental
Cooperation Authority (PICA)

1500 Walnut Street 16th Floor
Philadelphia, PA 19102
Attention: Marisa Waxman, Executive
Director

22. Publicity. Client and Guidehouse agree to submit to the other all advertising, written sales promotion, press releases and other publicity matters relating to this Agreement in which the other party's name or mark is mentioned or language from which the connection of such name or mark, and will not publish or use such advertising, sales promotion, press releases, or publicity matters without prior written approval of the other party. Notwithstanding any other provision, Guidehouse may include Client's name, and a factual description of the work performed under this Agreement in its list of references and in the experience section of proposals to third parties, in internal business planning documents and in its annual report, and whenever required by reason of legal, accounting or regulatory requirements. Further, notwithstanding any other provision, Client may use the work performed pursuant to this Agreement for the purposes set forth in the SOW.

**23. NONDISCRIMINATION/SEXUAL
HARASSMENT CLAUSE:**

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, Guidehouse, each subcontractor, or any person acting on behalf of the Guidehouse or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither Guidehouse nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract, or discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

APPENDIX B

STATEMENT OF WORK

STATEMENT OF WORK NO. 2024- ORDER #1

This Statement of Work No. 2024-ORDER #1 (“**SOW**”), effective as of November 14, 2024 (the “**SOW Effective Date**”), by and between Guidehouse Inc. , a Delaware corporation, with its principal place of business at 1676 International Drive, Suite 800, McLean, VA 22102 (“**Guidehouse**”) and **Pennsylvania Intergovernmental Cooperation Authority (“PICA”)**, a political subdivision of the Commonwealth of Pennsylvania (Commonwealth) constituting a public instrumentality, with its principal place of business at 1500 Walnut Street 16th Floor Philadelphia, PA 19102 (“**PICA**” or “**Client**”), is executed pursuant to and as part of that certain Master Consulting Services Agreement by and between Guidehouse and Client, effective as of November 14, 2024 (the “**Agreement**”).

NOW, THEREFORE, for and in consideration of the foregoing premises, and the agreements of the parties set forth below, Client and Guidehouse agree as follows:

1. Scope of Services.

Guidehouse will develop recommendations for improving the City of Philadelphia’s (the “City”) grants administration practices to enable the City to optimize its process for seeking, obtaining and managing grants from other levels of government, philanthropy, and other sources, as more fully described in the Request for Proposals for Grants Administration Recommendations issued by PICA on August 26, 2024 (“RFP”).

The Project Scope shall include, but not be limited to, Guidehouse conducting peer jurisdiction research and delivering a final report with actionable recommendations.

2. Project Deliverables.

Key Deliverables Include:

- Approved list of peer cities for analysis
- Validated list of interview questions/topics
- Benchmarking and Best Practices Report
- Comprehensive Final Report
- Presentation of Findings and Recommendations to Key Stakeholders
- Summary Document for Public Release

3. Fees and Expenses.

- Payment Schedule: Payments will be made in accordance with the following schedule:
 - \$70,000 (40%) upon acceptance of the Benchmarking and Best Practices Report
 - \$70,000 (40%) upon acceptance of the Final Report
 - \$35,000 (20%) upon Presentation to Key Stakeholders

4. Term and Schedule.

The term of this SOW shall begin on the SOW Effective Date and end on June 30, 2025 (the “Term”).

Guidehouse anticipates completing four phases of work over a period of 12 weeks, culminating in a Final Report and a presentation of findings to key stakeholders.

5. **Assumptions**

- **Staff:** The ability to staff certain personnel to a project is dependent upon availability at the time of project kickoff. In the event the personnel listed herein become unavailable for any reason, Guidehouse will propose alternate individual(s) of like experience and expertise, such determination shall be made in Guidehouse's reasonable discretion, acceptance by Client shall not to be unreasonably withheld or delayed.
- **Change in Scope:** Please note that changes, including an alteration to the scope or approach, additional meetings, or other changes or delays requested by the Client that would (i) materially increase Guidehouse's level of effort, (ii) include additional business processes, (iii) add unanticipated complexity to the project, (iv) or lengthen the timeline, will likely result in an increase in fees equal to the changes. Guidehouse will work closely with the Client to execute an amendment to the agreement addressing the change in scope and fees.
- **Client Responsibilities:** Client agrees to fulfil data and information requests as soon as possible including providing required documents (a list will be provided) prior to the project start date and as needed throughout the project. Failure to provide the requested data may impact Guidehouse's ability to provide the deliverables and meet the timeline outlined in the Scope and Approach Section. If the Client cannot provide the requested data, Guidehouse will work closely with the Client to execute an amendment to the agreement addressing the change in scope, fees and timeline.
- **Client Resources:** Client shall provide the necessary program managers and or team to work alongside Guidehouse throughout the project. Failure to provide adequate Client resources may result in potential changes to scope, fees and timeline. Guidehouse will work closely with the Client to execute an amendment to the agreement addressing the change in scope, fees and timeline. The information provided by Client to Guidehouse shall be considered "as is" and Guidehouse will not validate or confirm the accuracy of the data and information provided.
- **Acceptance:** Draft deliverables will be provided to the Client according to the timelines agreed in the proposal or as may be mutually revised and agreed to. Client will conduct review and provide feedback over a period of three (3) business days. Client will have an additional three (3) business days to complete final review and acceptance of final deliverables. If no comments or decision on acceptance or rejection is received within six (6) business days, Guidehouse shall send a second notice to Client advising in bold font, all caps "**SECOND NOTICE-ACTION REQUIRED**" and Client shall have three (3) business days to complete final review and acceptance of final deliverables.
- **Federally Funded Contracts (as applicable):** Guidehouse is pleased to provide the services called for by the RFP as a contractor as defined by 2 CFR 200.1; Guidehouse provides the requested services, which are ancillary to the overall project's goals, within its normal business operations; provides substantially similar services to multiple different customers; and operates in a highly competitive environment.

6. **Incorporation by Reference; Conflict.**

This SOW is governed by the terms and conditions of the Agreement. The terms of the Agreement are hereby expressly incorporated by reference into and made a part of this SOW. In the event of a conflict between the terms and conditions of the Agreement and this SOW, the terms of this SOW shall take precedence and control unless otherwise and specifically agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this SOW and any related exhibits, attachments, or proposals, the terms of this SOW shall take precedence and control over those of the exhibit, attachment,

or proposal hereto unless otherwise agreed to in writing by all parties. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. This SOW may be executed (including by facsimile and PDF signature) in one or more counterparts, with the same effect as if the parties had signed the same document. This SOW may be modified or amended only by a written document signed by both parties. The parties hereto acknowledge having read this SOW and agree to be bound by its terms.

IN WITNESS WHEREOF, intending to be legally bound, the duly authorized representatives of Guidehouse and PICA have executed this SOW as of the SOW Effective Date.

**PENNSYLVANIA INTERGOVERNMENTAL
COOPERATION AUTHORITY**

By: Marisa Waxman

Name: Marisa Waxman

Title: Executive Director, PICA

GUIDEHOUSE INC.

By: 

Name: Rebecca McGregor

Title: Partner