

PROFESSIONAL & TECHNICAL SERVICES AGREEMENT
TO
PROVIDE AUDITING SERVICES

Made and entered into this ____ day of _____, 2026

By and Between

SEDA-Council of Governments, hereinafter referred to as SEDA-COG, with its principal place of business at 201 Furnace Road, Lewisburg, PA 17837,

And

_____ hereinafter referred to as AUDITOR, with its principal place of business at _____.

WHEREAS, SEDA-COG has been given the authority to subcontract in the Commonwealth of Pennsylvania to implement the Weatherization Assistance for Low-Income Person's Program; and

WHEREAS, SEDA-COG desires AUDITOR to provide audits for their Weatherization Program; and

WHEREAS, AUDITOR has the required expertise and desires to provide these services.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the parties hereto agree, with the intention of being legally bound hereby:

- A. SERVICES – AUDITOR agrees to provide SEDA-COG the services hereinafter described:

1. Auditing

AUDITOR shall have access to all records and perform all work required for audit. The property or properties to be contracted for audit will be included in the notice issued by SEDA-COG as the property or properties that are determined eligible for services. AUDITOR agrees to audit said dwellings in a professional, workmanlike, and thorough manner, at such times and places as mutually agreed upon by SEDA-COG. AUDITOR will audit and prescribe measures using a site -specific audit in accordance with Department of Energy (DOE) rules and regulations, Standard Work Specifications (SWS), Pennsylvania Department of Economic and Community Development (DCED) Directives, the PA Standards and Field Guide including the use of Lead Safe Work Practices, and the Request for Proposal for Weatherization Auditing Services dated January 6, 2021.

2. General Conditions

- AUDITOR shall be considered an independent contractor and not an employee of SEDA-COG. AUDITOR shall be responsible for the performance, general direction, supervision, and efficient business administration of the work to be performed under this Contract.
- AUDITOR shall not begin work until the SEDA-COG has given its approval.
- All audits shall be completed in a professional, workmanlike, and thorough manner acceptable to SEDA-COG.
- It will be the responsibility of the AUDITOR to conduct the audit visit, complete all forms with client and enter data onto the HEAT Application, including the line item for the audit fee. Once completed it is the responsibility of the AUDITOR to upload required information to the HANCOCK/MINT system within five (5) business days of completion, if applicable for funding source.
- AUDITOR is responsible to print Work Order for Crew and place in file.
- AUDITOR is responsible for creating a folder for photos on SEDA-COG's SharePoint labeled with the client's job number, last name, then first. There will then be a subfolder labeled Audit photos, AUDITOR will be responsible for uploading all photos to this location.
- AUDITOR shall fully comply with any and all applicable state and/or federal laws, regulations, conditions and requirements which pertain to the receipt of funds by SEDA-COG for weatherization projects and the performance by the AUDITOR of its work pursuant to the Contract.
- AUDITOR shall be responsible for supplying any and all equipment necessary for it to perform its work hereunder.
- AUDITOR and its personnel shall be reasonably available to SEDA-COG personnel and SEDA-COG personnel shall be available to AUDITOR to coordinate the work hereunder and for follow-up questions and clarification during regular business hours. Reasonable availability shall, at a minimum, consist of availability of a functioning cellular phone during the hours of 8:00 AM – 5:00 PM, Monday through Friday.

- B. COOPERATION AND ABANDONMENT - AUDITOR agrees to cooperate fully with SEDA-COG and its staff to carry out the program. In the event the AUDITOR abandons the program or indefinitely postpones it, SEDA-COG may terminate this Agreement by sending a ten (10) day written notice of its intention to terminate. Thereafter, SEDA-COG shall have no further duties under this Agreement. Termination under this paragraph shall not relieve SEDA-COG from its duty to pay for the services rendered or to reimburse costs, if any, in accordance with the fee provisions of this Agreement.

- C. INDEMNIFICATION – AUDITOR shall indemnify, hold harmless, and defend SEDA-COG, its officers, directors, agents, and employees from all suits, actions, or claims of any character, name, or description, brought for or on account of any injuries to or damages received or sustained by any person, persons, or property, by or from AUDITOR, its contractors, employees, or agents, during the performance of this Agreement or thereafter. This clause shall not apply to any intentional, malicious, or criminal act by SEDA-COG, its officers, directors, agents, or employees.
- D. COMPENSATION -For performance under the terms of this Contract, SEDA-COG will pay AUDITOR a lump sum of \$_____per completed audit; \$_____ for a deferred audit and shall be payable to AUDITOR within 30 days after receiving an acceptable invoice identifying that the audit has been successfully completed. If job is deferred after invoice has been paid, reimbursement of the difference will be expected.
- E. RECORDS – AUDITOR will maintain a separate record of accounts for all of its performances of services to SEDA-COG under this Agreement. Further, AUDITOR shall retain all records for a period of not less than three years from project closeout.
- F. SOLICITATION OF SEDA-COG EMPLOYEES – AUDITOR will not, during the performance of this contract or for a period of one year after termination of this contract, induce or solicit, or attempt to induce or solicit, any SEDA-COG employee to leave employment with SEDA-COG without SEDA-COG's prior written consent.
- G. NON-DISCRIMINATION - No person may be excluded from participation in, denied benefits from, or otherwise discriminated against on the basis of race, creed, color, national origin, religion, sex, handicap, or age.
- H. EQUAL EMPLOYMENT OPPORTUNITY - During the performance of this contract, AUDITOR agrees as follows:
1. AUDITOR shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, handicap, or age. AUDITOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, sex, national origin, handicap, or age.
- Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. AUDITOR agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

2. AUDITOR shall, in all solicitations or advertisements for employees placed by or on behalf of AUDITOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, handicap, or age.
3. AUDITOR shall furnish all information and reports required by SEDA-COG and DCED, and will permit access to all books, records, and accounts by SEDA-COG or the Commonwealth for the purposes of investigation to ascertain compliance with the requirements set forth in this clause.
4. In the event of AUDITOR non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and AUDITOR may be declared ineligible for further government contracts or federally assisted contracts, and such other sanctions may be imposed, and remedies invoked, or as otherwise provided by law.

- I. TERMINATION FOR BREACH OF AGREEMENT - If either party substantially fails to perform a material promise herein, which failure is not cured within ten (10) days after receiving written notice of the failure, the non-breaching party may declare this Agreement to be terminated and such non-breaching party shall be relieved of remedies provided by law if legal proceedings are required to compensate for the breach. Court costs and reasonable attorney's fees shall be added as separate elements of damage to be awarded to the non-breaching party.

J. MISCELLANEOUS

1. This Agreement supersedes all other agreements or understandings between the parties with regard to the services described herein. It is based upon a proposal previously discussed by AUDITOR and SEDA-COG and accepted by AUDITOR as evidenced by signature hereof.
2. Any amendments, deletions, additions, substitutions, or cancellations of this Agreement shall be in writing and signed by both parties.
3. In carrying out this Agreement, both parties agree to comply with all federal, state, and local laws, regulations, and executive orders.
4. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.
5. In the event that any audit of the program is required by any agency of government, the parties hereto agree to allow duly authorized examiners full access to and the right to examine any pertinent books, papers, documents, and records within their custody or control.

6. The invalidity of any one or more of the phrases, clauses, sentences, or paragraphs contained in this Agreement shall not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year aforesaid.

ATTEST:

SEDA-COUNCIL OF GOVERNMENTS

Witness

BY: _____
Executive Director

ATTEST:

Business name

Witness

BY: _____
Owner or person responsible