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5-21-2016

2016-05-21 PCA Malady & Wooten email May 5, 2016

Pennsylvania Counseling Association

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April 4, 2016

Charles Jacob, Ph.D.
Assistant Professor
Department of Psychology
Counseling and Family Therapy Master's Programs
La Salle University
224 Wister Hall
1900 West Olney Avenue
Philadelphia, PA 19141

Dear Dr. Jacob:

This letter shall serve as our formal agreement under which Malady & Wooten, Inc. shall serve as a legislative consultant to the PA Counseling Association within the Commonwealth of Pennsylvania and its agencies. The terms and conditions of the agreement are stated below.

1. The Pennsylvania Counseling Association ("PCA") hereby retains Malady & Wooten, Inc. to represent its interest in legislative and other governmental matters within the Commonwealth of Pennsylvania and its agencies.
2. This agreement shall take effect July 1, 2016 and shall remain in effect until terminated by either party upon thirty (30) days written notice to the other party.
3. Malady & Wooten shall devote such time and effort in the performance of its duties as may reasonably be requested by PCA. Malady & Wooten shall be available to meet with PCA or its representatives on a regular basis.
4. In consideration for the services to be rendered under this agreement, PCA shall pay Malady & Wooten a monthly fee of \$1,500.00. The first monthly payment will be due upon execution hereof and subsequent payments are due on the first day of each month for the term of this agreement. In the event that circumstances require additional professional services and/or an increase in hours, Malady & Wooten would seek prior approval to invoice for the additional services at a rate of \$250 per hour over the agreed to monthly retainer amount.
5. PCA shall reimburse Malady & Wooten for reasonable expenses incurred by Malady & Wooten in the rendering of services under this agreement with the prior approval of PCA.

6 Pennsylvania State sales tax is levied on lobbying activities within the Commonwealth of Pennsylvania; Malady & Wooten will invoice at the rate of six percent (6%) for state sales tax due upon fees and expenses pursuant to this agreement. However, if you are tax exempt and not required, under law, to pay Pennsylvania State sales tax, please provide us with your 501(c)(3) notification. We will therefore refrain from billing Pennsylvania State sales tax. (6)

7. PCA shall provide to Malady & Wooten, on a timely basis, any information that might have a bearing on the manner in which the Commonwealth of Pennsylvania or members of any governmental agency might view the government relations goals of PCA.

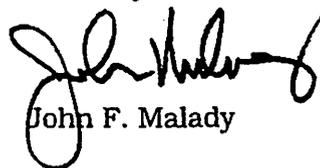
8. Malady & Wooten shall treat all information relating to the activities of PCA as confidential and shall not disclose such information to any other party unless and until asked to do so, in writing, by PCA. In turn, PCA its employees and officers, shall treat any and all information relating to their dealings with Malady & Wooten as confidential and shall not disclose such information to any other party unless and until asked to do so, in writing, by Malady & Wooten. This covenant shall survive the termination of this agreement.

9. To the best of its knowledge, Malady & Wooten does not have and shall not have during the life of this agreement, any interest in proposed legislation before the Pennsylvania General Assembly or in policies or decisions of the Commonwealth that would be in conflict with its assignment on behalf of PCA.

10. Malady & Wooten shall register with the appropriate state offices within ten (10) business days of receipt of the executed original and shall take whatever other action may be necessary or appropriate under the laws of the Commonwealth to fulfill its duties under this agreement. Additionally, PCA will be required to register as a "Principal" under state law within ten (10) business days of execution of this agreement. The Commonwealth of Pennsylvania charges any organization that is required to register as a Principal a \$200 registration fee. This fee is payable to the Commonwealth of Pennsylvania.

If the foregoing accurately reflects the understanding reached by PCA and Malady & Wooten, please sign this letter in the space indicated below and return an executed original to me for my records.

Sincerely,



John F. Malady

Agreed to and Accepted this
_____ day of _____, 2016.

PENNSYLVANIA COUNSELING ASSOCIATION

BY: _____
Charles Jacob, Ph.D.