



AGENDA

PRELIMINARY AGENDA MEETING TUESDAY, MARCH 5, 2024

1. Call Meeting to order
2. Pledge of Allegiance to the Flag
3. Approval of Minutes
 - 3.A Approval of the Minutes of the Regular Meeting held on February 21, 2024.
[02.21.24 Minutes.pdf](#)
4. Ordinance(s)
 - 4.A First Reading of Ordinance 2024-2 amending Section 6-20G(1) of the Administrative Code Regarding Residency of County Employees.
[Ordinance 2024-2 \(Residency\) first reading.pdf](#)
 - 4.B First Reading of Ordinance 2024-3 Authorizing and Directing the Issuance of General Obligation Debt by the County as Permitted by and Pursuant to the Local Government Unit Debt Act and setting forth related approvals and other matters.
[Ordinance 2024-3 DRAFT.pdf](#)
5. Resolution(s)
 - 5.A Resolution recognizing March as Women's History Month.
6. Announcement(s)
 - 6.A Recognition of Fair Acres as one of America's Best Nursing Homes 2024 by Newsweek Magazine.
7. Grants
 - 7.A Approval of grants by the Delaware County Interactive Gaming Revenue Authority in the aggregate amount of \$12,409.94 as shown on the attached summary.
[DCIGRA Grants 3-6-24.pdf](#)
 - 7.B Approval to accept \$50,000 grant from the Growing Greener Plus grant to complete Phase I of the Act 167 Stormwater Planning Program. Subject to Solicitor's Approval.

- 7.C Approval of the reallocation of Opioid Settlement Grants per the attached list. Subject to Solicitor's approval.
[OpioidSettlement_Round_1_Reallocation_SuppDocs.pdf](#)
- 7.D Approval to apply for a Grant under the U.S. Department of Justice, BJA FY24 Strengthening the Medical Examiner-Coroner System Program, in the amount of \$100,000.00 through the Millennium Strategies grant manager.
[MinXray.pdf](#)
[QU-0707125-B_Del_Cty_Dr_Chru_DM2000_single_head_no_camera.pdf](#)
[QU-0748457-B_Del_Cty_Dr_Chru_DM2000_face_to_face_camera.pdf](#)
[Del_Cty_10-16-23.pdf](#)

8. Agreements / Contracts / Amendments / Purchases

- 8.A Approval of a Professional Services Agreement between the County of Delaware and NMS Labs for forensic laboratory testing, also referred to as toxicology, for the Office of the Medical Examiner from January 1, 2024 to December 31, 2024 in an amount not to exceed \$110,000.00. Subject to Solicitor's approval.
[2024 Laboratory Service Capabilities.pdf](#)
[2024_FeeSchedule.pdf](#)
[DCOME NMS utilization 2023.xlsx](#)
[LICENSE-Update-11-15-23.pdf](#)
[NMS Agreement for Professional Services DRAFT.pdf](#)
[NMS Agreement for Professional Services DRAFT.pdf](#)
- 8.B Approval to use ICAC grant funds to pay for a Cellebrite Advanced Smartphone Analysis training in the amount of \$157,500.00.
[Cellebrite Sole Source Justification.pdf](#)
[Cellebrite Course Quote.pdf](#)
- 8.C Approval of cost increase in the contract with Hughes Relocation Services for the moving of voting equipment and related supplies between the Voting Machine Warehouse and polling places for the April 2024 Primary and November 2024 General Election in the amount of \$106,425. Subject to Solicitor's approval.
- 8.D Approval of amendment and grant of authority to advertise the following 2023 Community Development Action Plan amendment as it relates to the CDBG Program. Allocate \$165,000 to Murphy's Giving Market for the purchase of a building operating as a food pantry, located at 7408-7412 West Chester Pike, Upper Darby. Subject to a 30-day comment period and Solicitor's approval.
[Murphy's Giving Market Resolution.pdf](#)
- 8.E Approval of Data Center UPS Maintenance Service & Replacement of Internal Parts in the amount of \$63,216.18.
[MainUPS_1_29 Quote_Q00BT9V9 \(1\).pdf](#)
- 8.F Approval to purchase service with Planet Technologies for setup/configure & training for Microsoft Intune in the amount of \$32,550.00 off of CoStars Contract No.213356.
[DELCO Intune Setup and AutoPilot Demo Standard \(002\).docx](#)

- 8.G Approval to purchase Mimecast Email Security Solution for additional Email Security to protect County Email in the amount of \$52,288.00 off of Sourcewell Contract No. 081419.
[NTFG163.pdf](#)
- 8.H Approval of Professional Services Agreement & Hardware Ring Central Corporation for VOIP at a cost of \$632,003.54. Subject to Solicitor's approval.
[County of Delaware RingCentral Amendment with New MSA.docx](#)
[County of Delaware RingCentral Change Order Form option 1 PHONE PURCHASE.pdf](#)
[County of Delaware RingCentral ProServices SOW Agreement.pdf](#)
- 8.I Approval to purchase Fresh Service for IT Asset Management and Service Tickets/Reporting in the amount of \$61,590.00 from Freshworks Inc.
[Delaware County 2024 Proposal.docx](#)
- 8.J Approval to execute the first amendment to the lease between the County of Delaware ("Landlord") and Main Line Healthcare ("Tenant") for use of 3,580 rentable square feet of space on the ground floor of the building located at 2 West Baltimore Avenue, Media, PA. The tenant will pay the base rent of \$133,963.60 plus common area maintenance fees for a term period of March 1, 2024 through February 28, 2029. Subject to Solicitor's approval.
[Media First Amendment- MLHC Executed 2.22.24.pdf](#)
- 8.K Approval to award contract #KPN-A-202012-04 between the County of Delaware and Weatherproofing Technologies, Inc. for the replacement of the administration building roof at the George W. Hill Correctional Facility at an amount not to exceed \$2,006,901.52. Subject to Solicitor's approval.
[5058196- Delaware County- G.W. Hill Correctional Facility Admin Roof Proposal Letter- Updated 2.14.24.pdf](#)
- 8.L Approval of a right-of-way acquisition and temporary construction easement with Nuvo Riverside LLC in the amount of \$10,336.50 for the replacement of County bridge #142 South Ave. over Little Crum Creek in Glenolden. Subject to Solicitor's approval.
- 8.M Approval of a professional design services contract #eDPW-101023 between the County of Delaware and AI Engineers Inc., for the replacement of Delaware County Bridge #117 in an amount not to exceed \$390,874.72. Subject to Solicitor's approval.
[Bridge 117 Supplement Letter.pdf](#)
[PROPOSAL_AI ENGINEERS INC \(1\).pdf](#)
[Price Proposal by AI Engineers.pdf](#)
- 8.N Approval of change order GC-05 to contract #eDPW-121422-2 between the County of Delaware and L.J. Paoella Construction, Inc for additional demolition work supporting removal of the pipes in the CID area for the Sprinkler, Piping and Fire Pump Modifications at the Government Center Complex in an amount not to exceed \$9,357.55. The contract value will increase from \$478,275.79 to \$487,633.34. Subject to Solicitor's approval.

[Delco Sprinkler GC GWB COR 4 Remove Soffit.pdf](#)
[GC DEMO Soffit Owner.pdf](#)
[Paolella Signed GC#5.pdf](#)

- 8.O Approval of a contract with WGL Energy Services, Inc. to establish a dedicated PJM subaccount and purchase energy and RECs on behalf of the County as part of the Sustainable Energy Partnership of Southeast Pennsylvania for a term of 5 years at a cost of \$.67 per MWh. Supplier has agreed to Standard Terms and Conditions. Subject to Solicitor's approval.
[Draft Combined Exhibits \(SEPSPA\).pdf](#)
- 8.P Approval to advertise Request for Proposals for the provision of Process Server: In-Person Service of Summonses, Subpoenas and Other Official Documents for Juvenile & Orphan's Court. Subject to Solicitor's approval.
[Summary Sheet Request RFP for the provision of Process Server In-Person Service of Summonses subpoenas and Other Official Documents for Juvenile and Orphans Court.pdf](#)
- 8.Q Approval to accept \$1,566,879 in reinvestment funding from the Office of Mental Health and Substance Abuse. Subject to Solicitor's approval.
[Full Care Community Residential Rehabilitation for Reentry Summary Page](#)
[Full Care Community Residential Rehabilitation for Reentry Reinvestment Plans.pdf](#)
- 8.R Approval to accept \$122,408 in reinvestment funding from the Office of Mental Health and Substance Abuse. Subject to Solicitor's approval.
[Warm Line Expansion Summary Page.pdf](#)
[Warm Line Expansion Reinvestment Plans.pdf](#)
- 8.S Approval to amend #MH 28/23 with CareLink Community Support Services of Pennsylvania. Subject to Solicitor's approval.
[Carelink Community Support Services of Pennsylvania #MH 28/23 Summary Page](#)
[Carelink Community Support Services of Pennsylvania #MH 28/23 Current Z Page](#)
[Carelink Community Support Services of Pennsylvania #MH 28/23 Revised Z Page](#)
- 8.T Approval for the Department of Human Services to enter into a new contractual agreement with Access Services, Inc. Subject to Solicitor's approval.
[Access Services Inc ID 312/23 Summary Page](#)
[Access Services Inc ID 312/23 Contract](#)
[Access Services Inc ID 312/23 W9](#)
- 8.U Approval to amend Contract #MH 71/23 with Community Interactions, Inc. Subject to Solicitor's approval.
[Community_Interactions_Inc_MH_71_23_Summary Page.pdf](#)
[Community_Interactions_Inc_MH_71_23_Current Appendix Z.pdf](#)
[Community_Interactions_Inc_MH_71_23_Revised Appendix Z_Budget.pdf](#)
- 8.V Approval of Early Learning Resource Center agreements for fiscal year 23/24 as outlined on the attached list. Subject to Solicitor's approval.
[ATTACHMENT_ELRC_LIST_2324.docx](#)

- 8.W Approval to amend Contract #MH 97/23 with Mental Health Partnerships. Subject to Solicitor's approval.
[Mental Health Partnerships MH 97/23 Summary Page](#)
[Mental Health Partnerships MH 97/23 Appendix Z / Budget Current](#)
[Mental Health Partnerships MH 97/ 23 Appendix Z /Budget Revised](#)
- 8.X Approval of Early Learning Resource Center agreements for fiscal year 22/23 as outlined on the attached list. Subject to Solicitor's approval.
[ATTACHMENT_ELRC_LIST_2223.docx](#)
- 8.Y Approval to enter into a new contractual agreement with Anne Marie Winner. Subject to Solicitor's approval.
[Anne Marie Winner HS-A 125/23 Contract](#)
[Anne Marie Winner HS-A 125/23 W9](#)
- 8.Z Approval of an agreement of sale with Commonwealth Land Title Company to acquire 123 N. Olive Street, Media, PA at a purchase price of \$775,000.00. Subject to Solicitor's approval.
[123_N_Olive_Street-Documents.pdf](#)
- 9. Tax Collection Refund(s)
 - 9.A Approval of Central Tax Collection Department's request for refunds for the years 2023 and 2024 County Real Estate Taxes for ten (10) property owners due to the overpayment of taxes due.
- 10. Request by the Controller's Office for payment of current bills
- 11. Communications from the Executive Director
- 12. Solicitor
- 13. Public Comment
- 14. Council Remarks
- 15. Adjourn



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Anne Coogan, County Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: Approval of the Minutes of the Regular Meeting held on February 21, 2024.

EXPENSE BUDGET LINE ITEM n/a
ACCOUNT:

ESTIMATED/ACTUAL COST OF n/a
REQUEST:

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[02.21.24 Minutes.pdf](#)

PRESENT: Dr. Monica Taylor, Chair; Richard R Womack, Vice Chair; Kevin M. Madden, Council Member; Elaine Paul Schaefer, Council Member; Christine A. Reuther, Council Member; Joanne Phillips, Controller; Barbara O'Malley, Executive Director; Jonathan Lichtenstein, Solicitor; Anne M. Coogan, County Clerk and other department heads.

The Regular Meeting of Delaware County Council was held on February 21, 2024 at 6:00 pm in the County Council Meeting Room, Government Center Building, located at 201 West Front Street, Media, PA and was live streamed. Chair Taylor called the meeting to order, followed by the Pledge of Allegiance.

Chair Taylor stated Council has been in executive session today to discuss Personnel, Real Estate and Litigation.

3) Public Comment

4) Approval of Minutes

4.A Approval of the Minutes of the Regular Meeting held on February 7, 2024.

Motion made by Richard Womack to approve the Minutes of the Regular Meeting held on February 7, 2024. The motion was seconded by Kevin M Madden and carried unanimously.

5) Ordinance(s)

5.A First Reading of Ordinance 2024-1 amending Chapter 141 of the County Code regarding County Parks.

Solicitor Lichtenstein read the First Reading of Ordinance 2024-1 and gave a brief summary of the Ordinance.

Motion made by Richard Womack to approve the following Consent Agenda Items:

6) Consent Agenda Items

6.A Approval to accept an augmentation of \$500,000.00 for the Pennsylvania Commission on Crime and Delinquency ICAC Improving Investigations grant.

6.B Approval of a Professional Services Agreement between Fair Acres and Baker Tilly US, LLP for an amount not to exceed \$80,000 to provide consulting services for a new EHR (Electronic Health Records) System. The services include Initiation Phase, Planning Phase, Requirement Gathering Phase, Vendor Shortlisting Phase, Evaluation and Demonstration Phase, Final Selection Phase, Recommendation and Documentation Phase, Wrap-Up and Transition. Subject to Solicitor's approval.

6.C Approval to renew our Professional Service Agreement with Three Plus One, for ongoing liquidity monitoring and treasury analysis services, for the period of 3/1/2024 through 2/28/2025 in the amount of \$72,725.00. Subject to Solicitor's approval.

6.D Approval of a two-year contract with Maximus US Services in amount not to exceed \$32,000 to continue Development and Delivery of Central Services Cost Allocation Plan that

identify costs incurred by the County to support and administer State and Federal Programs. Subject to Solicitor's approval.

6.E Approval to purchase Next Gen 911 "Prepared Live" Software from Invictus Apps, Inc for the processing, transcription and translation of 911 calls for a period of two years at a cost not to exceed \$178,000. Subject to Solicitor's approval.

6.F Approval to purchase Pulse Point Next Gen 911 software and services from the PulsePoint Foundation for a period of one year at a cost not to exceed \$28,000. Pulse Point Software provides real-time alerting software for community partners to be aware of emergencies in their area and is funded by a grant from the PA Dept of Human Services. Subject to Solicitor's approval.

6.G Approval for proposed lease with T&G Industries, Inc. (TGI) effective February 21, 2024 for a period of 60 months with an expected end date of 02/21/2029 with an expected total lease cost of \$37,140.00 at a monthly cost of \$619.00/month. Subject to Solicitors' approval.

6.H Approval to Amend the Grant Agreement #4100092542 SAF4 between the PA DOH and Delaware County Health Department to accept additional funds of \$19,837.00 from the PA DOH to provide additional or expanded services in the Tuberculosis control program for a new maximum agreement amount of \$212,537.00 for the period of January 1, 2024 through June 30, 2024. Subject to Solicitor's approval.

6.I Approval to advertise a Request for Proposals (RFP) for the provision of applicants to submit proposals for the use of \$200,000 of awarded funds under the Community Project Funding/Congressionally Directed Spending award administered by the Department of Labor's Employment and Training Administration to be used to develop an academic nursing program/health system birth companion training program in Delaware County. Subject to Solicitor's approval.

6.J Approval to advertise a Request for Proposals (RFP) for the use of \$600,000 of funds from Community Project Funding/Congressionally Directed Spending grant to create a program to increase the number of doulas serving historically underserved groups in Delaware County and the number of certified doulas. Subject to Solicitor's approval.

6.K Approval to accept a Grant from the DCED Greenways Recreation and Trails Program in the amount of \$226,900 for Final Design of the Darby Creek Trail Connector from Kent Park to Scottdale Road. Subject to Solicitor's approval.

6.L Approval to accept a grant from the DCED Greenways Recreation and Trails Program in the amount of \$75,000 for construction of the Knowlton Road Trailhead Expansion along the Chester Creek Trail. Subject to Solicitor's approval.

6.M Approval to execute an agreement with DVRPC for the County to be a subrecipient for the Regional Vision Zero Action Program in the amount of \$71,111. Subject to Solicitor's approval.

6.N Approval to amend the Professional Services Agreement with Alta Planning and Design for an additional \$71,111 to assist with DVRPC's Regional Vision Zero Action Program. Subject to Solicitor's approval.

6.O Approval to extend the Contract with Wilson Engineering to complete Final Design and Construction Bid Package work for Chester Creek Trail Phase II in the amount of \$96,540. Subject to Solicitor's approval.

6.P Approval of offers to purchase required land and easements necessary to construct the Chester Creek Trail (Phase II) in Aston and Middletown Townships to six property owners. The total value of just compensation being offered is \$228,400.00. Subject to Solicitor's approval.

6.Q Approval of extension of the contract with Phoenix Graphics for the printing of Election Day ballots for the April 2024 Primary and November 2024 General Election in the amount of \$117,300. Subject to Solicitor's approval.

6.R Approval of extension of the contract with Fort Orange Press for the printing of Mail & Absentee Ballots for the April 2024 Primary and November 2024 General Election in the amount of \$264,000. Subject to Solicitor's approval.

6.S Approval of Professional Service Agreement with John C. Barton to provide services related to information technology services for election database preparations, election results reporting and poll worker payroll preparations, in an amount not to exceed \$40,000. Subject to Solicitor's approval.

6.T Approval of payment for the annual license and support renewal for the Hart Verity voting system in the amount of \$341,096.00 for the period of February 1, 2024 through January 31, 2025. Subject to Solicitor's approval.

6.U Approval to accept the Help America Vote College Program Grant in the amount of \$45,000 from the U.S. Election Assistance Commission. Subject to Solicitor's approval.

6.V Approval to apply to the PHMC's Keystone Historic Preservation Construction Grants program in the amount of \$100,000 for construction restorations at the Leedom House in Rose Tree Park. The required match of \$100,000 is secured in the 2024 Capital Budget.

6.W Approval of change orders #1, #2, and #3 to contract #eDPW-101823 between L.J. Paoella Construction, Inc. and the County of Delaware for the improvements to the former Briarcliffe Firehouse in an amount not to exceed \$14,855.36. The contract value will increase from \$175,000 to \$189,855.36. Subject to Solicitor's approval.

6.X Approval to amend the Agreement for professional design services and construction administration with KCBA Architects for structural repairs at the Government Center Parking Garage at an amount not to exceed \$9,450. The value of the contract will increase from \$47,200 to \$56,650. Subject to Solicitor's approval.

6.Y Approval of change orders ECO-1 and ECO-2 to contract #eDPW-121422-2EC between the County of Delaware and BSI Electrical Contractors for added heat detectors, conduit and associated appurtenances in connection to the fire alarm systems as required for the Sprinkler, Piping and Fire Pump Modifications capital project at the Government Center Complex in an amount not to exceed \$17,623.55. The amended value of the contract will be \$2,348,497.55. Subject to Solicitor's approval.

6.Z Approval of change orders FPCO-13, FPCO-15, FPCO-16R2, FPCO-17, and FPCO-18 to contract #eDPW-121422-2FSC between the County of Delaware and Guy M. Cooper Inc. for

the Sprinkler, Piping, and Fire Pump Modifications at the Government Center Complex in an amount not to exceed \$35,789.80. The amended contract value will be \$3,823,003.14. Subject to Solicitor's approval.

6.AA Approval to execute the second amendment to the lease between the County of Delaware ("Landlord") and United Food & Commercial Workers International Union, AFL-CIO, CLC ("Tenant") for use of 2,490 rentable square feet of space on the third floor of the building located at 2 West Baltimore Avenue, Media, PA. The tenant will pay the base rent of \$64,740 plus common area maintenance fees for a term period of March 1, 2024 through February 28, 2025. Subject to Solicitor's approval.

6.AB Approval to award contract #eDPW-121323 between the County of Delaware and Deerfield Mowing and Property Maintenance Inc. for Landscaping and Ground Maintenance for various Delaware County Bridges. The term of the contract will be three years in an amount not to exceed \$140,115.00. Subject to Solicitor's approval.

6.AC Approval to execute the second amendment to the Standard Bridge Reimbursement Grant Agreement No. 0631000 between the Pennsylvania Department of Transportation and the County of Delaware for County Bridge 210, Michigan Avenue over Little Crum Creek, in Ridley Township to increase the right-of-way funds to cover all costs associated with the replacement of the bridge. Subject to Solicitor's approval.

6.AD Approval of a Professional Services Agreement between the County of Delaware and BSI Construction LLC for construction management services at the George W. Hill Correctional Facility for a term of three years at an amount not to exceed \$1,265,000. Subject to Solicitor's approval.

6.AE Approval to amend Contract #CW 86/23 with Silver Springs-Martin Luther School dba Gemma Services to change the provider's legal name as it appears on the agency's W-9. Subject to Solicitor's approval.

6.AF Approval to amend Contract #ID 121/23 with Woods Services, Inc. Subject to Solicitor's approval.

6.AG Approval to amend Contract #ID 21/23 with Home Health Specialists, Inc. Subject to Solicitor's approval.

6.AH Approval to amend Contract #ID 105/23 with Elwyn of Pennsylvania and Delaware. Subject to Solicitor's approval.

6.AI Approval to amend Contract #ID 219/23 with Delaware County Advocacy & Resource Organization. Subject to Solicitor's approval.

6.AJ Approval to amend Contract #ID 103/23 with Community Interactions, Inc. Subject to Solicitor's approval.

6.AK Approval to amend Contract #ID 104/23 with The Devereux Foundation dba Devereux Advanced Behavioral Health. Subject to Solicitor's approval.

6.AL Approval to amend Contract #AFS 2/24 with Community Action Agency of Delaware County. Subject to Solicitor's approval.

6.AM Approval of Early Learning Resource Center agreements as outlined on the attached list. Subject to Solicitor's approval.

6.AN Approval to amend the Continuum of Care Master Planning Grant, transferring PA0683LT022209 to Horizon House, Inc. Subject to Solicitor's approval.

6.AO Approval to amend Contract #AFS 21/24 with Family and Community Services of Delaware County. Subject to Solicitor's approval.

6.AP Approval to amend Contract #DA 40/23 with MVP Recovery, LLC. Subject to Solicitor's approval.

6.AQ Approval to amend Contract #AFS 3/24 with Wesley House Community Corporation to increase the overall value of the agreement by \$164,000 to cover a funding deficit. Subject to Solicitor's approval.

6.AR Approval to amend Contract #HS-A 5/23 with Susquehanna Software, Inc. to increase the overall value of the agreement by \$49,000 in order to update the Consolidated Community Reporting Initiative Data and will be maintained by Delaware County Department of Human Services staff once the initiative is completed. Subject to Solicitor's approval.

6.AS Approval of a Professional Services Agreement between the Department of Human Services and Computer Aid, Inc. in an amount not to exceed \$216,400. Subject to Solicitor's approval.

6.AT Approval for the Department of Human Services to participate in the Intellectual Disability/Autism Supportive Housing Pilot. Subject to Solicitor's approval.

6.AU Approval to amend the Continuum of Care Master Planning Grant, transferring PA0684L3T022209 to Family and Community Services of Delaware County. Subject to Solicitor's approval.

6.AV Approval of a six-month extension through the Pennsylvania Opioid Trust Fund to the deadline for expending the monies Delaware County received in August and December 2022. Subject to Solicitor's approval.

6.AW Approval of a contract with Computer Square, Inc. (dba CSI Technology Group) to provide the Infoshare Application suite to the DAs office and participating municipal police forces.

6.AX Approval of an extension to the Professional Services Agreement with Miller3 Consulting, Inc. to August 5, 2024, to allow for completion of a Disparity Study.

6.AY Approval of a Professional Services Agreement between the County of Delaware and the nINA Collective in the amount of \$48,750.00 for work on recommendations and strategies for the structure and staffing of the County Diversity, Equity and Inclusion Office to ensure full integration and maximize impact of this office to the County. Subject to Solicitor's approval.

The motion was seconded by Kevin M Madden and carried unanimously.

7) Appointments

7.A Approval to appoint James Peterson as the Director of Purchasing.

Motion made by Richard Womack to appoint James Peterson as the Director of Purchasing. The motion was seconded by Christine A Reuther and carried unanimously.

7.B Approval to appoint Joanne Phillips to the Pennsylvania Convention Center Authority to a term ending January 2028.

Motion made by Richard Womack to appoint Joanne Phillips to the Pennsylvania Convention Center Authority to a term ending January 2028. The motion was seconded by Christine A Reuther and carried unanimously.

8) Request by the Controller's Office for payment of current bills

Motion made by Richard Womack to approve the request by the Controller's Office for payment of current bills. The motion was seconded by Kevin M Madden and carried unanimously.

9) Solicitor**9.A Approval to file four (4) Petitions for Termination of Parental Rights and one (1) Consent for Adoption with the Orphans Court.**

Motion made by Richard Womack to file four (4) Petitions for Termination of Parental Rights and one (1) Consent for Adoption with the Orphans Court. The motion was seconded by Kevin M Madden and carried unanimously.

10) Public Comment**11) Council Remarks**

Chair Taylor announced the reappointment of Marie Williams to the Board of Managers of Juvenile Detention with a term ending January 1, 2027. Chair Taylor also announced the reappointment of Nathaniel Nichols by President Judge Cartisano to the Board of Managers of Juvenile Detention with a term ending January 1, 2027.

12) Adjourn

Motion made by Christine A Reuther to Adjourn. The motion was seconded by Kevin M Madden and carried unanimously.



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Jonathan Lichtenstein, Personnel

ITEM TYPE: Ordinance

AGENDA SECTION: Ordinance(s)

SUBJECT: First Reading of Ordinance 2024-2 amending Section 6-20G(1) of the Administrative Code Regarding Residency of County Employees.

EXPENSE BUDGET LINE ITEM ACCOUNT: NA

ESTIMATED/ACTUAL COST OF REQUEST: NA

FUNDING SOURCE: County Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[Ordinance 2024-2 \(Residency\) first reading.pdf](#)

**COUNTY OF DELAWARE
PENNSYLVANIA**

ORDINANCE No. 2024-2

AN ORDINANCE OF THE COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA AMENDING SECTION 6-20G(1) OF THE ADMINISTRATIVE CODE REGARDING RESIDENCY OF COUNTY EMPLOYEES.

WHEREAS, pursuant to Section 6-121 of the Administrative Code (the Code”) of the County of Delaware, Commonwealth of Pennsylvania (the “County”), the Code may be amended by ordinances of the County Council; and

WHEREAS, Section 6-20G(1) of the Code generally requires County employees to be residents of the County and has restricted the County’s ability to attract sufficient qualified employees; and

WHEREAS, County Council desires to amend Section 6-20G(1) of the Code to facilitate the hiring of County employees;

IT IS HEARBY, ENACTED AND ORDAINED BY County Council of Delaware County, Commonwealth of Pennsylvania as follows:

SECTION 1. The Code shall be amended to replace Section 6-20.G(1) to read in its entirety as set forth below.

(1) Residency requirements; determination of qualifications.

(a) Residency requirements.

[1] Except for (i) the County Executive Director and County Solicitor (who shall be residents of the County) and (ii) any other position as required by Pennsylvania law, there is no requirement for a person to be a resident of the County to be eligible to be an employee of the County.

[2] Except as otherwise required for a position under Pennsylvania law, persons who are (i) required by clause [1] to be residents of the County but (ii) at the time of hire are not residents of the County shall be eligible to be employees of the County but are required to establish residency in the County within three months of the start date of employment as a condition of their employment.

[3] This Section shall not prohibit the Personnel Director and the County Executive Director from establishing a reasonable, job-related residency requirement for a particular position.

[4] Relocation assistance in hiring may only be offered to persons who are establishing residency in the County.

[5] County Council may adopt, from time to time, a policy which gives a preference in hiring for residents of the County.

(b) The Personnel Director shall determine the qualifications for all positions for entry employment, job transfers or promotions.

SECTION 2. This Ordinance shall take effect on the on the tenth day after its adoption.

ENACTED AND ORDAINED by County Council of the County of Delaware, Pennsylvania, this
day of 2024.

COUNTY OF DELAWARE

Dr. Monica Taylor, Chair

Richard R. Womack, Jr., Vice Chair

Kevin M. Madden

Christine A. Reuther

Elaine Paul Schaefer

Attested:

Anne M. Coogan
County Clerk



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Jonathan Lichtenstein, Executive Director

ITEM TYPE: Ordinance

AGENDA SECTION: Ordinance(s)

SUBJECT: First Reading of Ordinance 2024-3 Authorizing and Directing the Issuance of General Obligation Debt by the County as Permitted by and Pursuant to the Local Government Unit Debt Act and setting forth related approvals and other matters.

EXPENSE BUDGET LINE ITEM ACCOUNT: NA

ESTIMATED/ACTUAL COST OF REQUEST: NA

FUNDING SOURCE: County Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[Ordinance 2024-3 DRAFT.pdf](#)

**ORDINANCE NO. 2024-3
OF THE COUNTY COUNCIL
OF THE COUNTY OF DELAWARE,
Commonwealth of Pennsylvania**

AN ORDINANCE OF THE COUNTY COUNCIL OF THE COUNTY OF DELAWARE, PENNSYLVANIA (THE “COUNTY”) AUTHORIZING AND DIRECTING ISSUANCE OF GENERAL OBLIGATION DEBT IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$74,500,000, AS PERMITTED BY AND PURSUANT TO THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 PA.C.S. § 8001 ET SEQ., AS AMENDED (THE “DEBT ACT”), CONSTITUTING THE COUNTY’S GENERAL OBLIGATION BONDS, SERIES OF 2024 (THE “BONDS”) FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED FOR (A) CERTAIN CAPITAL PROJECTS OF THE COUNTY, AND (B) PAYING THE COSTS RELATED TO THE ISSUANCE OF THE BONDS (TOGETHER, THE “PROJECT”); DETERMINING THAT THE BONDS SHALL BE SOLD AT A PRIVATE SALE BY INVITATION; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE BONDS, AND AWARDING THE BONDS AND SETTING FORTH RELATED PROVISIONS; PROVIDING FOR MAXIMUM PRINCIPAL AMORTIZATION, MATURITIES AND INTEREST RATES FOR THE BONDS; AUTHORIZING ACCEPTANCE OF AN ADDENDUM TO THE PROPOSAL COMPLETING THE FINAL TERMS FOR THE PURCHASE OF THE BONDS AT OR WITHIN LIMITS HEREBY ESTABLISHED; PROVIDING FOR THE APPOINTMENT OF A PAYING AGENT, REGISTRAR AND SINKING FUND DEPOSITORY; PROVIDING FOR THE TERMS OF THE BONDS INCLUDING DATED DATE, MATURITY DATES AND DENOMINATIONS, AND INTEREST PAYMENT DATES; PROVIDING FOR THE REGISTRATION AND TRANSFER OF THE BONDS; SETTING FORTH REDEMPTION PROVISIONS AND PROCEDURES; PROVIDING THAT THE BONDS, WHEN ISSUED,

SHALL BE TAX-EXEMPT GENERAL OBLIGATIONS OF THE COUNTY; AUTHORIZING THE EXECUTION, AUTHENTICATION AND DELIVERY OF THE BONDS; AUTHORIZING ISSUANCE OF THE BONDS IN BOOK-ENTRY ONLY FORM; COVENANTING TO PAY DEBT SERVICE AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER FOR THE PAYMENT OF THE BONDS; CREATING A SINKING FUND IN CONNECTION WITH THE ISSUANCE OF THE BONDS AS REQUIRED BY THE DEBT ACT; APPROPRIATING PROCEEDS OF THE BONDS; SPECIFYING THE ESTIMATED USEFUL LIFE OF THE PROJECT; SETTING FORTH CERTAIN COVENANTS RELATING TO THE NON-ARBITRAGE STATUS OF THE BONDS PURSUANT TO THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; RATIFYING PRIOR ADVERTISEMENT AND DIRECTING FURTHER ADVERTISEMENT; AUTHORIZING AND DIRECTING THE PREPARATION AND EXECUTION OF A TRANSCRIPT OF PROCEEDINGS, INCLUDING A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, AND THE FILING THEREOF WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; AUTHORIZING AND DIRECTING OFFICERS AND OFFICIALS OF THE COUNTY TO EXECUTE AND DELIVER DOCUMENTS AND TO TAKE ACTION AS MAY BE NECESSARY RELATING TO THE ISSUANCE AND DELIVERY OF THE BONDS; AUTHORIZING THE APPROVAL AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT AND THE USE THEREOF IN CONNECTION WITH THE SALE OF THE BONDS; CREATING A CLEARING ACCOUNT FOR THE BONDS AND A PROJECT ACCOUNT FOR THE PROJECT; AUTHORIZING THE PAYMENT OF EXPENSES; PROVIDING GUIDELINES FOR PERMITTED INVESTMENTS; PROVIDING

FOR THE AUTHORIZATION OF OFFICERS; APPROVING THE FORM OF THE BONDS; RATIFYING AND CONFIRMING AUTHORIZATION TO THE FINANCIAL ADVISOR, COUNTY SOLICITOR AND BOND COUNSEL; COVENANTING TO PROVIDE CONTINUING DISCLOSURE; PROVIDING FOR SEVERABILITY OF PROVISIONS AND REPEALING INCONSISTENT ORDINANCES.

WHEREAS, The County of Delaware, Commonwealth of Pennsylvania (the “County”), is a county of the Second Class A established under the laws of the Commonwealth of Pennsylvania (the “Commonwealth”) and is a Local Government Unit, as defined in the Local Government Unit Debt Act, 53 Pa.C.S. § 8001 *et seq.*, as amended and supplemented (the “Debt Act”); and

WHEREAS, the County Council of the County, has determined that it was necessary and appropriate for the proper management and administration of County government to undertake certain capital projects, each of which is a “project” as such term is defined in the Debt Act, consisting of, but not limited to the planning, design, purchase, acquisition and construction, as applicable of various capital projects for governmental use identified as capital budget items in fiscal year 2024, to the extent of available funds (the “Capital Project”); and

WHEREAS, The County Council of the County has determined to incur nonelectoral, tax-exempt, general obligation debt in the maximum aggregate principal amount of \$74,500,000 by the issuance and sale of its General Obligation Bonds, Series of 2024 (the “Bonds”) in accordance with provisions of the Debt Act, with proceeds from the sale thereof, together with other available moneys, if any, to be applied for and toward (1) the costs and expenses of the Capital Project, and (2) paying the costs associated with the issuance thereof (collectively, the “Project”); and

WHEREAS, the Capital Project consists of the current portion of the capital budget of the County and involves projects of varying useful lives, and the County therefore in compliance with

Section 8142(a)(2)(ii) of the Debt Act hereby fixes the useful life of the Capital Budget Project to be at least thirty (30) years from the date of issuance of the Bonds; and

WHEREAS, The County intends to issue the Bonds in accordance with the terms of this Ordinance and the Debt Act to pay the costs of the Project; and

WHEREAS, The County authorizes Ballard Spahr LLP, of Philadelphia, Pennsylvania, to act as its bond counsel with respect to legal matters associated with the financing of the Project; and

WHEREAS, Janney Montgomery Scott LLC (the “Purchaser”) will present to the County a proposal for the purchase of the Bonds (the “Bond Purchase Proposal”); and

WHEREAS, The County desires to approve and authorize the Project, issuance of the Bonds, acceptance of the Bond Purchase Proposal, the form of Bond, and the issuance of the Bonds as tax-exempt obligations, and to authorize such further provisions as are required by law for the issuance of tax-exempt municipal obligations, and further actions by its officers and professional advisors consistent with this Ordinance, the Debt Act, and all other applicable law.

NOW, THEREFORE, BE AND IT HEREBY IS ORDAINED by the County Council of the County of Delaware that:

SECTION 1. The Project.

The County authorizes and approves undertaking the Capital Project as a project defined in and authorized by the Debt Act. The foregoing recitals and all terms defined therein are incorporated herein, and such defined terms may hereafter be used as if set out at length. The County estimates that the Capital Project, or so much thereof as funds are and may be made available therefor, will be completed by the end of calendar year 202[].

SECTION 2. Incurrence of Indebtedness.

For the purpose of providing funds for and toward the payment of costs, as such term is used in the Debt Act, of the Capital Project and for the costs of issuance of the Bonds, the incurring of non-electoral, tax-exempt, general obligation debt by the County in the maximum aggregate principal amount of \$74,500,000 is hereby authorized. Such debt shall be evidenced by the issuance by the County of its General Obligation Bonds, Series of 2024, or such other designation as may be deemed appropriate, in the maximum aggregate principal amount of \$74,500,000 (the “Bonds”).

SECTION 3. Approval of Private Sale By Invitation.

After considering the advantages and disadvantages of the various methods of sale of the Bonds permitted by the Debt Act and of current market conditions and the structure of the Project, the County Council hereby determines that a private sale by invitation is in the best financial interest of the County.

SECTION 4. Acceptance of Bond Purchase Proposal, Addendum.

(a) The Purchaser has submitted the Bond Purchase Proposal to the County for the purchase of all, but not less than all, of the Bonds, maturing and bearing interest rates, terms and other provisions not inconsistent with this Ordinance. The Bond Purchase Proposal is hereby approved and accepted and, as approved and accepted is referred to hereinafter as the Bond Purchase Agreement. Proper Officers (as hereinafter defined) are authorized to execute the Bond Purchase Agreement, and the County Clerk to attest and seal, and to deliver an executed counterpart thereof to the Purchaser. It is hereby authorized and directed that the Purchaser shall, subsequent to the enactment of this Ordinance, submit to the County an addendum to the Bond Purchase Agreement that shall set forth the final terms for the sale and purchase of the Bonds,

including, but not limited to: the underwriting discount, and original issue discount or premium, if any (the “Addendum”).

(b) The Addendum to the Bond Purchase Agreement shall be submitted to the Chair, or if he or she is unavailable to the Vice Chair, of the County Council of the County for approval and acceptance, which Addendum shall be consistent with the provisions set forth in the Bond Purchase Agreement and in this Ordinance, and shall contain (i) such insertions as to interest rates, principal amounts, maturity dates and redemption provisions and related matters, and (ii) such deletions and amendments as the Chair or Vice Chair, upon the advice of the County Solicitor and bond counsel shall approve. The execution and delivery of the Addendum by the Chair or Vice Chair of the County Council and the attestation by the County Clerk shall constitute conclusive evidence of such approval.

(c) In order to be accepted by the Chair, or if the Chair is unavailable, the Vice Chair, of the County Council, the Addendum must meet the following requirements:

(i) The aggregate principal amount of the Bonds shall not exceed \$74,500,000;

(ii) The principal amount scheduled to mature in each year for the Bonds shall not exceed the principal amounts shown on Schedule A, attached hereto and incorporated herein, and further, the rate of interest, per annum, for each maturity of the Bonds shall not exceed the rates set forth in Schedule A;

(iii) The aggregate purchase price for the Bonds to be purchased pursuant to such Bond Purchase Agreement, shall not be less than 95.0% nor more than 130.0% of the total of (A) the aggregate principal amount thereof, (B) reduced by underwriter’s discount, (C) reduced or increased by any net original issue discount or premium, if any, and (D) plus accrued interest, if any;

(iv) The underwriting discount shall not exceed \$3.00 per \$1,000 of the principal amount of the Bonds; and

(v) The Bonds contemplated by the Addendum must conform to the requirements of the Debt Act.

(d) The execution and delivery of the Bond Purchase Agreement, concurrent with the enactment of this Ordinance, and of the Addendum, subsequent to the enactment of this Ordinance, by the Proper Officers of the County, as specified where appropriate, shall constitute acceptance hereunder of the Bond Purchase Agreement and of the Addendum. Upon acceptance of the Bond Purchase Agreement by enactment of this Ordinance and acceptance of the Addendum, the Bonds shall be and are hereby awarded and sold to the Purchaser in accordance with the requirements set forth in the preceding provisions of this Section 4, in accordance with all the terms of the Bond Purchase Agreement and of the Addendum. The aforementioned Proper Officers are authorized and directed to accept the Addendum by signing it, to return it to the Purchaser and to file a copy of the same with the records of the County. Upon acceptance and execution of the Addendum, the Bond Purchase Agreement and the Addendum shall constitute one agreement by and between the County and the Purchaser and shall be construed in all respects as one agreement, which hereinafter is referred to, for convenience as the Bond Purchase Agreement, which Bond Purchase Agreement, together with this Ordinance, shall constitute a contract between the County and the Purchaser.

(e) A Proper Officer of the County is hereby authorized and directed to deliver or cause the delivery of the Bonds to the Purchaser and to receive payment therefor on behalf of the County after sale of the same in the manner required by law and the terms of this Ordinance. Proper Officers of the County are hereby authorized and directed to transfer and invest funds, to pay all necessary, usual and proper costs of issuance of the Bonds, to execute and deliver such documents

and to do all such other acts, upon advice of the County Solicitor and bond counsel, as are reasonably necessary to ensure a satisfactory settlement of the sale of the Bonds, and a proper application of the proceeds thereof to the Project.

SECTION 5. Maturity and Interest Rates.

The rate of interest or yield, as applicable, per annum for each maturity of the Bonds shall not exceed the rates set forth in Schedule A attached hereto and incorporated herein; Provided, however, that in the case of term bonds, the applicable rate shall be the rate set forth in Schedule A for the relevant maturity date of such term bonds. The principal amount of Bonds scheduled to mature or to be subject to mandatory redemption, as the case may be, annually shall not exceed the principal sum in each year set forth in Schedule A attached hereto.

SECTION 6. Selection and Appointment of Paying Agent, Registrar and Sinking Fund Depository.

The Chair is hereby authorized to select and appoint a qualified Paying Agent (“Paying Agent”) and Registrar (“Registrar”) for the Bonds and Sinking Fund Depository (“Sinking Fund Depository”) for the Sinking Fund hereinafter created hereby. The Chair is hereby authorized and directed to contract with the selected Paying Agent for its services as Sinking Fund Depository, Paying Agent and Registrar at such initial and annual charges as shall be appropriate and reasonable for such services. The County may, by resolution, from time to time appoint a successor Paying Agent, Sinking Fund Depository or Registrar to fill a vacancy or for any other reason. Acceptance of this appointment by the Paying Agent constitutes the Paying Agent’s representation to the County that it is authorized to contract with the County for its services and to conduct business, and has an office, in the Commonwealth of Pennsylvania.

SECTION 7. Form of Bond, Interest Payment Dates and Record Dates.

The Bonds shall be issued in fully registered form without coupons and shall be numbered in such manner as may be satisfactory to the County and the Paying Agent. Pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures, “CUSIP” numbers may be printed on the Bonds. Each Bond shall be dated as of the dated date (the “Dated Date”), which date shall be on or about the date of delivery as more fully specified in the Bond Purchase Agreement. The Bonds shall be issued in denominations of \$5,000 or any whole multiple thereof, and shall bear interest payable initially on a date as shall be specified in the Addendum (the “Initial Interest Payment Date”), and on each [February 1] and [August 1] (each, an “Interest Payment Date”) thereafter, from the Interest Payment Date, as the case may be, next preceding the date of registration and authentication of each Bond, unless: (a) such Bond is registered and authenticated as of an Interest Payment Date, in which event such Bond shall bear interest from such Interest Payment Date; or (b) such Bond is registered and authenticated after a Record Date (hereinafter defined) and before the succeeding Interest Payment Date, in which event such Bond shall bear interest from such succeeding Interest Payment Date; or (c) such Bond is registered and authenticated prior to the Record Date (hereinafter defined) preceding the Initial Interest Payment Date, in which event such Bond shall bear interest from the Dated Date; or (d) as shown by the records of the Paying Agent, interest on such Bond shall be in default, in which event such Bond shall bear interest from the date on which interest was last paid on such Bond until the principal sum thereof is paid.

If the date for payment of the principal of, premium, if any, or interest on any Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized or required by law or executive order to close, then the date of such payment shall

be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized or required to close, and payment on such subsequent day shall have the same force and effect as if made on the nominal date established for such payment.

The term “Record Date” with respect to any Interest Payment Date shall mean the close of business on the fifteenth (15th) day (whether or not a day on which the Paying Agent is open for business) next preceding each Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such Bond upon any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date, except if and to the extent that the County defaults in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the persons in whose names outstanding Bonds are registered at the close of business on a special record date established by the Paying Agent, notice of which shall have been mailed to all registered owners of Bonds not less than ten (10) days prior to such date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business of the fifth (5th) day preceding the date of mailing.

SECTION 8. Bond Register, Registrations and Transfer.

The County shall cause to be kept at the designated corporate trust office of the Paying Agent a register (“Bond Register”) in which, subject to such reasonable regulations as it may prescribe, the County shall provide for the registration of Bonds and the registration of transfers and exchanges of Bonds. No transfer or exchange of any Bond shall be valid unless made at such office and registered in the Bond Register.

Upon surrender of any Bond at the designated corporate trust office of the Paying Agent for registration of transfer, the County shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of any authorized denomination, of the same interest rate and maturity, and in the same aggregate principal amount as the Bond so surrendered.

Any Bond shall be exchangeable for other Bonds of the same maturity and interest rate, in any authorized denomination, in an aggregate principal amount equal to the principal amount of the Bond or Bonds presented for exchange. Upon surrender of any Bond for exchange at the designated corporate trust office of the Paying Agent, the County shall execute and the Paying Agent shall authenticate and deliver in exchange therefor the Bond or Bonds which the owner making the exchange shall be entitled to receive.

All Bonds issued upon any registration of transfer or exchange shall be valid obligations of the County, evidencing the same debt and entitled to the same benefits under this Ordinance as the Bonds surrendered for such registration of transfer or exchange.

Every Bond presented or surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer, in form and with guaranty of signature satisfactory to the County and the Registrar, duly executed by the registered owner thereof or his duly authorized agent or legal representative.

No service charge shall be made for any transfer or exchange of any Bond, but the County may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

The County shall not be required to: (a) issue, or register the transfer or exchange of, any Bond during a period of fifteen (15) business days before any date of selection of Bonds to be

redeemed and ending on the close of business on such date on which the applicable notice of redemption is given; or (b) register the transfer or exchange of any Bond after it has been selected for redemption, in whole or in part, until after the date fixed for redemption.

SECTION 9. Execution and Authentication.

The Bonds shall be executed on behalf of the County by the Chair or, if the Chair is unavailable, the Vice Chair of the County Council (each a “Proper Officer”), and shall have the corporate seal of the County affixed thereto (or a facsimile thereof), duly attested by the County Clerk and said officers are hereby authorized and directed to execute the Bonds. The Bonds shall be authenticated by the manual execution of the Certificate of Authentication by a duly authorized officer of the Paying Agent. No Bond shall be valid until such Certificate of Authentication shall have been duly executed by the Paying Agent and such authentication shall be conclusive and the only proof that any Bond has been issued pursuant to this Ordinance and is entitled to any benefits conferred thereon under the provisions of this Ordinance. To the extent that any one signature on a Bond including the signature of an officer of the Paying Agent) is manual, all other signatures may be by facsimile. The Chair of the County Council is hereby authorized and directed to deliver, or cause the delivery of, the Bonds to the Purchaser and receive payment therefor on behalf of the County after sale of the same in the manner required by law and this Ordinance.

SECTION 10. Book-Entry Only Registration.

The County authorizes and approves the sale and purchase of the Bonds as book-entry only obligations with The Depository Trust Company, New York, New York (“DTC”). If required, Proper Officers of the County are authorized and directed to execute DTC’s Letter of Representations, in substantially the form submitted to the County for execution, and such other documents as shall be necessary to complete the sale of the Bonds as book-entry obligations.

The Bonds, upon original issuance, are expected to be issued in the form of a single, fully registered bond for each maturity, in denominations equal to the principal amount of Bonds maturing on each such date, and shall be delivered, physically or constructively, to DTC or its nominee, CEDE & CO, pursuant to arrangements between DTC and the Paying Agent. Each such Bond shall be registered on the registration books kept by the Paying Agent, as registrar and transfer agent, in the name of DTC or, at DTC's option, in the name of CEDE & CO, as DTC's nominee, and no beneficial owners thereof will receive certificates representing their respective interest in such Bonds. Purchaser shall initially provide to the Paying Agent a list of the registered owners (beneficial owners under the book-entry only system) which list shall be continuously updated so long as the Bonds are issued under the book-entry only system. For purposes of this Ordinance, so long as the Bonds are issued under the book-entry only system, the registered owners shall mean the beneficial owners under the book-entry only system, and, where necessary, DTC or its nominee, CEDE & CO.

So long as any of the Bonds are registered in the name of DTC or its nominee, CEDE & CO., to the extent available, the Paying Agent shall transfer, on each Interest Payment Date, the amount of interest and principal, as applicable, due on each such date to DTC, at the addresses set forth in the Letter of Representation, which amounts so transferred, shall be, on the interest and principal payment date, at the principal office of DTC, "good funds next day." All payments made by the Paying Agent to DTC or its nominee shall fully satisfy the County's obligations to pay principal and interest, or maturity amount, as applicable, and any applicable redemption premium, on such Bonds to the extent of such payments, and no beneficial owner of any interest in any Bond registered in the name of DTC or its nominee shall have any recourse against the County hereunder

for any failure by DTC or any participant therein to remit such payments to the beneficial owners of such Bonds.

So long as DTC or its nominee, CEDE & CO., is the registered owners of the Bonds, if all or less than all of the Bonds of a particular series and maturity are to be redeemed, the Paying Agent shall notify DTC within the time periods described in the Letter of Representation. If less than all of the Bonds of a particular series and maturity are to be redeemed, the Bonds to be redeemed shall be selected by the County in any order the County may decide and within a maturity by lot selected by DTC. In the event that DTC or its nominee, CEDE & CO., is not the registered owner of the Bonds, then the selection by lot within a maturity of the Bonds to be redeemed shall be made by the Paying Agent. Any such redemption shall be upon payment of the principal amount to be redeemed, together with accrued interest to the date fixed for redemption.

The County or DTC may elect to terminate the book-entry only system with respect to the Bonds by giving notice to the Paying Agent in accordance with DTC's Letter of Representations. Upon termination of the book-entry only system, bond certificates are required to be printed and delivered in accordance with this Ordinance.

Upon termination of the book-entry only system, this Section, as applicable to the book-entry only system, shall become null and void. All other Sections of this Ordinance shall remain in full force and effect with regard to the Bonds.

SECTION 11. General Obligation Covenant.

The Bonds are hereby declared to be general obligations of the County. The County hereby covenants with the registered owners from time to time of the Bonds outstanding pursuant to this Ordinance that it will include the amount of the debt service as specified in this Section or such lesser amount as set forth in the Addendum, subject to appropriate adjustment in the event of the

optional redemption of any Bonds prior to maturity, on the Bonds for each fiscal year in which such sums are payable, in its budget for that year, will appropriate such amounts for such payments and will duly and punctually pay or cause to be paid the principal of the Bonds and the interest thereon on the dates, at the places and in the manner stated therein, according to the true intent and meaning thereof, and for such budgeting, appropriation and payment, the County does hereby pledge its full faith, credit and taxing power. The maximum amount of the debt service, which the County hereby covenants to pay on the Bonds in each year, is shown on Schedule A which is attached hereto and incorporated herein by reference as if set out here at length. As provided in the Debt Act, the foregoing covenants are specifically enforceable.

SECTION 12. Redemption.

(a) Optional Redemption. The Bonds shall be subject to redemption at the option of the County prior to their stated maturity dates as a whole or in part from time to time, in any order of maturity (and in any authorized principal amount within a maturity) and by lot within a maturity, on the dates and at the redemption prices provided in the Bond Purchase Agreement.

(b) Mandatory Redemption. The Bonds may be subject to mandatory redemption, if at all, on the dates (each, a “Mandatory Redemption Date”) and in the amounts as provided in the Bond Purchase Agreement, which mandatory redemption provisions are incorporated herein by reference as if set out here at length. The County covenants and directs the Paying Agent to redeem the specified aggregate principal amount of Bonds at maturity and on the Mandatory Redemption Dates, if any, as set forth the Bond Purchase Agreement.

(c) Notice. Notice of any redemption shall be given by mailing a notice of redemption by first class mail, postage prepaid, not less than twenty-five (25) nor more than forty-five (45) days prior to the redemption date to the registered owners of the Bonds to be redeemed, as

applicable, at the addresses which appear in the Bond Register, provided, however, that neither failure to mail such notice nor any defect in the notice so mailed or in the mailing thereof with respect to any one Bond, as applicable, shall not affect the validity of the proceedings for the redemption of any other Bond. If the County shall have duly given notice of redemption and shall have deposited with the Paying Agent funds for the payment of the redemption price of the Bonds, as applicable, so called for redemption, with accrued interest thereon to the date fixed for redemption, interest on such Bonds shall cease to accrue after such redemption date.

(d) CUSIP Numbers. Notices of redemption shall contain the applicable CUSIP numbers pertaining to the Bonds called for redemption (if then generally in use), and shall also contain the serial identification numbers printed on the Bonds called for redemption, as applicable. The County, however, makes no representation as to the accuracy of such CUSIP numbers either printed on the Bonds or as contained in any redemption notice.

(e) Selection by Lot. Subject to the provisions of Section 10 with respect to Bonds being registered in the book-entry only format, if less than all of the Bonds, as applicable, maturing on any one date are to be redeemed at any time, the Paying Agent shall select by lot the specific Bonds, as applicable, to be redeemed at such time.

(f) Portions of Bonds. Any portion of any Bond of a denomination larger than \$5,000 may be redeemed, but only in the principal amount of \$5,000 or any integral multiple thereof. Prior to selecting Bonds, as applicable, for redemption, the Paying Agent shall assign numbers to each \$5,000 portion of any Bond, as applicable, of a denomination larger than \$5,000 and shall treat each portion as a separate Bond, as applicable, in the denomination of \$5,000 for purposes of selection for redemption. Upon surrender of any Bond for redemption of a portion thereof, the Paying Agent shall authenticate and deliver to the registered owner thereof a new Bond, as

applicable, of the same maturity and in any authorized denominations requested by the registered owner in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

SECTION 13. Sinking Fund.

(a) Deposit. There hereby is established with the Sinking Fund Depository a sinking fund to be known as County of Delaware, General Obligation Bonds, Series of 2024 Sinking Fund (the “Sinking Fund”). The County covenants to deposit, and the Treasurer is hereby authorized and directed to deposit into the Sinking Fund (1) on or before each Interest Payment Date, so long as the Bonds remain outstanding, amounts sufficient to pay the interest due on such dates on the Bonds then outstanding, and (2) on or before [_____] in the year as shall be specified in the Addendum as the initial principal payment date and on or before each [_____] thereafter to, and including the final maturity date of the Bonds, amounts sufficient to pay the principal of the Bonds due on each such date at maturity or pursuant to the mandatory redemption requirements hereof.

Should the amounts covenanted to be paid into the Sinking Fund be, at any time, in excess of the net amounts required at such time for the payment of interest on and principal of the Bonds, whether by reason of funds already on deposit in the Sinking Fund, or by reason of the purchase or redemption of Bonds, as applicable, or for some similar reason, the amounts covenanted to be paid may be reduced to the extent of the excess.

(b) Credit for Bonds Delivered. The County may satisfy any part of its obligations with respect to clause (a) by delivering to the Paying Agent and Sinking Fund Depository, for cancellation, Bonds, as appropriate, maturing on the date on which such deposit is required. The County shall receive credit against such deposit for the face amount of the Bonds so delivered, provided that such Bonds are delivered to and received by the Paying Agent and Sinking Fund Depository (i) on or before the maturity date of the Bonds, as applicable, for which credit is

requested, in the case of a deposit required for the payment of Bonds, at maturity, or (ii) in the case of a deposit required to be made on a Mandatory Redemption Date, no later than forty-five (45) days prior to the Mandatory Redemption Date for which credit is requested.

(c) Application of Funds. All sums in the Sinking Fund shall be applied exclusively to the payment of principal and interest on the Bonds covenanted to be paid by Section 11 hereof as the same from time to time become due and payable and the balance of said moneys over and above the sum so required shall remain in the Sinking Fund, to be applied to the reduction of future required deposits; subject, however, to investment or deposit at interest as authorized by law and as permitted by Section 23 hereof. The Sinking Fund shall be kept as a separate account at the designated corporate trust office of the Sinking Fund Depository. The Sinking Fund Depository, without further authorization other than as herein contained, shall pay from the moneys in the Sinking Fund, the interest on the Bonds, as and when due to the registered owners on the appropriate Record Date and principal of the Bonds, as and when the same shall become due, to the registered owners thereof.

(d) Optional Deposits. Notwithstanding the foregoing, in the case of optional redemption of all or any portion of the Bonds, as required or permitted by Section 12 hereof, the Treasurer is hereby authorized and directed to deposit from time to time before the appropriate optional redemption date funds which shall be sufficient when they, either alone or together with the interest to be earned thereon, if any, will equal the principal of Bonds so called for redemption and the premium, if any and the interest thereon to the date fixed for redemption.

SECTION 14. Disposition of Proceeds.

(a) All moneys derived from the sale of the Bonds shall be deposited in the Clearing Account authorized pursuant to Section 21 hereof and shall be and hereby are appropriated

substantially to payment of the cost of the Project, including but not limited to payment of the costs and expenses of preparing, issuing, insuring, if applicable, and marketing the Bonds, and shall not be used for any other purposes, except as to any insubstantial amounts of money which may remain after fulfilling the purposes set forth herein, which minor amounts of remaining moneys shall promptly upon their determination be deposited in the Sinking Fund and used for the payment of interest on the Bonds. Promptly upon the deposit of the proceeds of the Bonds, the County shall cause to be made the payments and transfers authorized by Section 21 of this Ordinance.

(b) Use of Proceeds. Notwithstanding any other provision of this Section, proceeds of the Bonds may be used for purposes other than those enumerated in this Ordinance; provided that, the County shall have first complied with the applicable provisions of the Debt Act and the Code (as hereinafter defined), respectively, regarding a change in the use of proceeds.

SECTION 15. Cost and Realistic Useful Life.

(a) Reasonable cost estimates have been obtained for the Project from advisers and professional consultants, each of whom is qualified by education, training and experience to provide such estimates. The estimated realistic useful life for the various components of the Capital Budget Project is not less than thirty (30) years from the date of issue of the Bonds. The estimated useful life of each project exceeds the final maturity of the Bonds.

(b) [In addition, in accordance with Section 8142(b)(2) of the Debt Act, the maturities of the Bonds will be fixed so that the principal of the Bonds, together with all other outstanding debt, will be amortized on an approximately level annual debt service plan, as more fully set for at Schedule B, attached hereto.]

SECTION 16. Internal Revenue Code Covenants.

(a) General. The County hereby covenants with the registered owners, from time to time, of the Bonds that no part of the proceeds thereof will be used, at any time, directly or indirectly, in a manner which, if such use had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and the Regulations thereunder proposed or in effect at the time of such use and applicable to the Bonds, and that it will comply with the requirements of Section 148 of the Code and the Regulations throughout the term of the Bonds.

(b) Rebate. The County covenants, if it is not eligible for any rebate exception under the Code, that it will rebate to the U.S. Treasury, at the times and in the manner required by the Code, all investment income derived from investing the proceeds of the Bonds in an amount which exceeds the amount which would have been derived from the investment of the proceeds of the Bonds at a yield not in excess of the yield on the Bonds.

(c) No Qualified Tax-Exempt Obligations Designation. The Bonds are not Qualified Tax-Exempt Obligations as such term is described in and pursuant to Section 265(b)(3) of the Code.

(d) Filing. The County will file IRS Form 8038-G and any other forms or information required by the Code to be filed in order to permit the interest on the Bonds to be excluded from gross income for federal income tax purposes.

SECTION 17. Advertising.

The action of the officers and officials of the County in advertising a summary of this Ordinance, as required by law, is ratified and confirmed. The officers and officials of the County

or any of them, are authorized and directed to advertise a notice of enactment of this Ordinance in a newspaper of general circulation in the County within fifteen (15) days after final enactment. The County Clerk is hereby directed to make a copy of this Ordinance available for inspection by any citizen during normal office hours.

SECTION 18. Filing with Department of Community and Economic Development.

The Chair of the County Council and the County Clerk are hereby authorized and directed to prepare, verify and file with the Department of Community and Economic Development (the “Department”), in accordance with the Debt Act, a transcript of the proceedings relating to the issuance of the Bonds including the Debt Statement and Borrowing Base Certificate required by Section 8110 of the Debt Act, and to take other necessary action, and to prepare and file all necessary documents with the Department including, if necessary or desirable, any statements required to exclude any portion of the debt evidenced by the Bonds from the appropriate debt limit as self-liquidating or subsidized debt.

SECTION 19. General Authorization.

Proper Officers and, as directed by Proper Officers, officials of the County are hereby authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effect the execution, issuance, sale and delivery of the Bonds, all in accordance with this Ordinance.

SECTION 20. Official Statement.

The Chair of the County Council is hereby authorized to execute and approve a Preliminary Official Statement and a final Official Statement relating to the Bonds provided that the final Official Statement shall have been approved by the County’s Solicitor. The Purchaser is hereby

authorized to use and distribute the Preliminary Official Statement and the final Official Statement in connection with the sale of the Bonds.

SECTION 21. Clearing Account; Capital Project Account.

(a) The County hereby creates with the Paying Agent a special fund to be known as the County of Delaware Clearing Account (the “Clearing Account”), which shall be held as trust funds for the benefit of the County until disbursed in accordance with the following provisions hereof.

The County shall deliver the net proceeds (including accrued interest, if any) derived from the sale of the Bonds to the Paying Agent for deposit to the Clearing Account. Upon written direction from the County signed by Proper Officers of the County, the Paying Agent shall, out of the Clearing Account: (1) pay the costs and expenses of issuance and insurance, if applicable, allocable to the Bonds, and (2) deposit the specified amount to the capital project account hereinafter defined and described as the Project Account in subsection (b) below, the funds therein to be invested as permitted by law until expended.

The written direction from the County shall state the specific amount to be paid from the Clearing Account, the names of the respective payees, the purpose for which the expenditure has been incurred, or the purpose of the transfer, whichever is applicable, and shall contain a certification that each item of expense for which payment has been requested has been properly incurred and is then unpaid, and that each transfer which is requested is in accordance with the provisions of this Ordinance.

(b) Project Account. The County hereby creates a special account to be known as the County of Delaware 2024 Bonds Project Account (the “Project Account”), which shall be established in the name of the County with a bank or financial or investment institution designated

from time to time by the County Council, or otherwise as established by law. The Project Account shall consist of the net proceeds from the sale of the Bonds (as provided in paragraph (a) above), all moneys earned from the investment of funds therein and any other moneys which the County shall desire to deposit therein. The Project Account shall be expended first for the payment of all necessary and proper costs of the Capital Project, and then for any other lawful purpose as provided in the County Code, the Debt Act and other applicable laws.

SECTION 22. Payment of Expenses.

All expenses incurred in connection with issuance of the Bonds shall be paid out of the proceeds derived from the issuance of the Bonds and deposited in the Clearing Account. Proper Officers of the County and officials are authorized to sign and deliver requests for payment of such expenses.

SECTION 23. Sinking Fund and Project Account Investment.

(a) Any moneys in the Sinking Fund not required for prompt expenditure, at the direction of the County, may be invested in bonds or obligations which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States of America or may be deposited at interest in time account or certificates of deposit or other interest bearing account of any bank or bank and trust company, savings and loan association or building and loan association. To the extent that the Federal Deposit Insurance Corporation or similar Federal agency insures such deposits, they need not be secured. Otherwise, such deposits shall be secured as public deposits or as trust funds in accordance with the Debt Act. Any such investments or deposits shall mature or be subject to redemption at the option of the holder, or be subject to withdrawal at the option of the depositor, not later than the date upon which such moneys are required to be paid to the registered owners of the Bonds.

(b) Any moneys in the Capital Project Account may be invested or deposited as permitted by applicable law for funds of the County or as permitted under the Debt Act, as applicable. As to the Capital Project Account, Proper Officers or other authorized officers of the County shall designate such investments in such combination as to provide safety of principal, liquidity to any construction draws and maximum investment income.

SECTION 24. Authorization of Officers.

Any authorization granted to, power conferred on, or direction given to the Chair, shall be deemed to run to the Vice Chair in the case of the unavailability of the Chair, as if such latter title had been expressly included in the text hereof which grants such authorization, confers such power or gives such direction, each of whom shall constitute Proper Officers of the County, and each being a Proper Officer of the County.

SECTION 25. Form of Bond.

The Bonds shall be substantially in the form set forth in this Section with such changes thereto as shall hereafter be made upon the advice of the County’s solicitor and bond counsel, approval of such changes being evidenced by the execution of the Bonds by Proper Officers of the County and the attestation by the County Clerk.

No.: GOB-____

\$____,____,000.00

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”) to the County or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO

ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DELAWARE
GENERAL OBLIGATION BOND, SERIES OF 2024

Interest Rate	Maturity Date	Date of Issue	CUSIP
%	_____, 20__	_____, 2024	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ MILLION _____ HUNDRED _____ THOUSAND
AND 00/100 DOLLARS (\$_____,000.00)

COUNTY OF DELAWARE, Commonwealth of Pennsylvania (the “County”), a municipality existing under the laws of the Commonwealth of Pennsylvania and a local government unit, as defined in the Local Government Unit Debt Act, 53 Pa.C.S. § 8001 *et seq.*, as amended and supplemented (the “Debt Act”), for value received, hereby promises to pay to the registered owner of this General Obligation Bond, Series of 2024, on the above stated maturity date, the above stated principal sum unless this Bond shall be redeemable and duly shall have been called for previous redemption and payment of the redemption price shall have been made or provided for, and to pay semiannually on [_____] and [_____] of each year (each, an “Interest Payment Date”), beginning [____], 2024, to the registered owner hereof, interest thereon at the above stated annual rate of interest, from the Interest Payment Date next preceding the date of registration and authentication of this Bond, unless: (a) this Bond is registered and authenticated as of an Interest Payment Date, in which event this Bond shall bear interest from such Interest Payment Date; or (b) this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the succeeding Interest Payment Date, in which event this Bond shall bear interest from such succeeding Interest Payment Date; or (c) this Bond is registered and authenticated prior to the Record Date preceding [____], 2024, in which event this Bond shall bear interest from the Date of Issue; or (d) as shown by the records of the Paying Agent (hereinafter defined), interest on this Bond shall be in default, in which event this Bond shall bear interest from the date on which interest was last paid on this Bond until the principal sum hereof is paid.

The principal of this Bond is payable to the registered owner hereof in lawful moneys of the United States of America upon presentation hereof at the designated corporate trust office of [_____] (the “Paying Agent”), in Philadelphia, Pennsylvania. The term “Paying Agent”, when hereinafter used, also shall include any successor paying agent under the Ordinance, hereinafter defined. Payment of the interest due hereon shall be paid to the registered owner hereof by check drawn on the Paying Agent mailed to the registered owner at his address as it appears on the bond register (the “Bond Register”) maintained by the Paying Agent, as bond registrar, on the fifteenth (15th) day (whether or not a business day) next preceding such Interest Payment Date (the “Record Date”), irrespective of any transfer or exchange of this Bond subsequent to the applicable Record Date. The person in whose name this Bond is registered at the close of business on any

Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such Bond upon any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date, except if and to the extent that the County defaults in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date established by the Paying Agent, notice of which shall have been mailed to the registered owner of this Bond not less than ten (10) days prior to such proposed payment date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business of the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the municipality where the designated corporate trust office of the Paying Agent is located are authorized or required by law or executive order to close, then the date of such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

This Bond is one of an initially authorized series of \$ __, __, __ aggregate principal amount of general obligation bonds of the County, known as “General Obligation Bonds, Series of 2024” (the “Bonds”), all of like tenor, except as to denominations, dates of maturity, rates of interest and provisions for redemption, and all issued in accordance with provisions of the Debt Act under and by virtue of a duly enacted Ordinance (the “Ordinance”) of the County Council of the County. The Debt Act, as such shall have been in effect when this Bond was authorized, and the Ordinance shall constitute a contract between the County and the registered owner, from time to time, of this Bond.

REDEMPTION PROVISIONS

Optional Redemption. The Bonds, stated to mature on or after _____, 20__ are subject to redemption prior to maturity, at the option of the County, in whole or in part, on, _____, 20__, or on any date thereafter, upon payment of the principal amount thereof, together with accrued interest to the date fixed for redemption.

Mandatory Redemption. The Bonds maturing on _____, 20__ are subject to mandatory redemption prior to their stated maturity dates, in part, by lot, or by any other method deemed fair and appropriate by the Paying Agent, on the dates and in the amounts shown below upon payment of the redemption price of 100% of the principal amount, together with interest accrued to the date fixed for redemption.

_____	, 20__	Maturity
<u>Year</u>		<u>Amount</u>
20__		\$
20__		
20__		*

* At maturity

Notice of any redemption shall be given by mailing a notice of redemption by first class mail, postage prepaid, not less than twenty-five (25) nor more than forty (45) days prior to the redemption date to the registered owners of the Bonds to be redeemed at the addresses which appear in the Bond Register, provided, however, that neither failure to mail such notice nor any defect in the notice so mailed or in the mailing thereof with respect to any one Bond shall affect the validity of the proceedings for the redemption of any other Bond. If the County shall have duly given notice of redemption and shall have deposited with the Paying Agent funds for the payment of the redemption price of the Bonds so called for redemption, with accrued interest thereon to the date fixed for redemption, interest on such Bonds shall cease to accrue after such redemption date.

The County, pursuant to recommendations made by the Committee on Uniform Security Identification Procedures (“CUSIP”), has caused CUSIP numbers to be printed on the Bonds, and has directed the Paying Agent to use such numbers in notices of redemption and other notices, if any, as a convenience to the Registered Owners of the Bonds. No representation is made by the County as to the accuracy of such numbers either as printed on the Bonds or as contained in any notice and reliance may be placed only on the identification number printed hereon.

This Bond shall be transferable upon books of the County kept at the aforesaid corporate trust office of the Paying Agent, by the registered owner hereof in person or by his duly authorized agent or legal representative at such corporate trust office of the Paying Agent, upon surrender hereof, together with a written instrument of transfer, in form and with guaranty of signature satisfactory to the County and the Registrar, duly executed by the registered owner hereof or his duly authorized agent or legal representative, and thereupon the County shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of any authorized denomination, of the same interest rate and maturity, and in the same aggregate principal amount as the Bond so surrendered. The County and the Paying Agent may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal of or redemption price hereof and interest due hereon and for all other purposes whatsoever.

The County and the Paying Agent shall not be required to: (a) issue, or register the transfer or exchange of, this Bond during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending on the close of business on such date on which the applicable notice of redemption is given; or (b) register the transfer or exchange of this Bond after it has been selected for redemption, in whole or in part, until after the date fixed for redemption.

No recourse shall be had for the payment of the principal of and interest on this Bond, or for any claim based hereon or on the Ordinance against any member, officer or employee, past, present or future, of the County or of any successor body, as such, either directly or through the County or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the issuance of this Bond.

So long as The Depository Trust Company (“DTC”) or its nominee, CEDE & CO., is the registered owner hereof, all payments of principal and interest on this Bond shall be payable in the manner and at the respective time of payment provided for in the Letter of Representations (the “Letter of Representations”).

So long as DTC or its nominee, CEDE & CO., is the registered owner of this Bond, if all or less than all of the Bonds of a particular maturity are to be redeemed, the Paying Agent shall notify DTC within the time periods described in the Letter of Representations. If less than all of the Bonds are to be redeemed, the Bonds to be redeemed shall be selected by the County in any order the County may decide and within a maturity by lot selected by DTC. In the event DTC or its nominee, CEDE & CO., is not the registered owner of the Bonds, then the selection by lot within a maturity of the Bonds to be redeemed shall be made by the Paying Agent. Any such redemption shall be upon payment of the principal amount to be redeemed, together with accrued interest to the date fixed for redemption.

It is hereby certified that: (i) all acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Bond or in creation of the debt of which this Bond is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law; and (ii) the debt represented by this Bond, together with any other indebtedness of the County, if any, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by the County. The County has covenanted, in the Ordinance, with the registered owners from time to time, of the Bonds which shall be outstanding, from time to time, pursuant to the Ordinance, that the County, as appropriate, shall include the amount of debt service, for each fiscal year of the County in which sums are payable, in its budget for that fiscal year, shall appropriate such amounts to the payment of such debt service and duly and punctually shall pay or shall cause to be paid the principal of this Bond and the interest thereon at the dates and place and in the manner stated herein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the County has and does pledge, irrevocably, its full faith, credit and taxing power. The Debt Act provides that the foregoing covenant of the County shall be enforceable specifically.

The County, in the Ordinance, has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal of and the interest on this Bond shall be deposited not later than the date fixed for disbursement thereof. The County has covenanted in the Ordinance to make payments out of such sinking fund or out of any other of its revenues or funds, at such times and in such annual amounts, as shall be sufficient for prompt and full payment of all obligations of this Bond.

This Bond is issuable only in the form of a fully registered bond, without coupons, in the denomination of \$5,000 or any whole multiple thereof. This Bond or this Bond, together with other Bonds, at the option of the registered owner hereof, may be exchanged for an aggregate principal amount of a registered Bond or Bonds of the same series, designation, maturity and interest rate of any authorized denomination.

This Bond shall not be entitled to any benefit under the Ordinance and shall not be valid or obligatory for any purpose until this Bond shall have been authenticated by the Certificate of Authentication endorsed hereon duly signed by or in behalf of the Paying Agent.

The owner of this Bond, by acceptance hereof, shall be deemed to have assented to all terms and conditions of the Ordinance.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County of Delaware, Pennsylvania, has caused this Bond to be duly executed in its name and on its behalf by the signature of the Chair or Vice Chair of the County Council of the County and a manual or facsimile seal to be imprinted hereon and attested by the signature of its County Clerk.

COUNTY OF DELAWARE

Chair, County Council

ATTEST:

County Clerk

[SEAL]

CERTIFICATE OF AUTHENTICATION AND CERTIFICATE AS TO OPINION

It is certified that: (i) this Bond is one of the Bonds designated therein, described in the within mentioned Ordinance; and (ii) the Opinion of Ballard Spahr, LLP, Philadelphia, Pennsylvania, attached hereto, is a true and correct copy of an original Opinion which was signed and dated as of the date of original delivery of the Bonds and is on file at our designated corporate trust office described in the within mentioned Ordinance where the same may be inspected.

[_____], as Paying Agent

By: _____
Authorized Representative

DATE OF AUTHENTICATION:

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common UNIF GIFT MIN ACT- under Uniform Gifts to Minors Act
TEN ENT - as tenants by the entireties (Cust)
JT TEN - as joint tenants with right of survivorship and not as tenants in common (Minor)
common (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or other identifying number of assignee
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

(Please print or typewrite name and address including postal zip code of transferee)
as Agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the Bond, in every particular, without alteration or enlargement, or any change whatever.

[END FORM OF BOND]

SECTION 26. Authorization of Professionals.

The County hereby authorizes the County Solicitor, Ballard Spahr LLP as bond counsel to the County, PFM Financial Advisors LLC, as financial advisor, and the Purchaser to undertake the necessary steps or to take necessary action relating to the marketing and issuance of the Bonds, including but not limited to the preparation and distribution of the Preliminary Official Statement. The Purchaser is authorized to prepare such additional schedules and to submit them to the Department as may be required, and such schedules are hereby incorporated by, made a part of, and may be included as a part of, this Ordinance.

SECTION 27. Disclosure Covenants.

In accordance with Rule 15c2-12 (the “Rule”) promulgated under the Securities Exchange Act of 1934, as amended, the County hereby covenants, with and for the benefit of the holders and beneficial owners (which shall include any person or entity that has a pecuniary interest in any of the Bonds) from time to time of the Bonds, to provide to the Municipal Securities Rulemaking Board (the “MSRB”) in the manner prescribed by the MSRB (currently through the MSRB’s Electronic Municipal Market Access System (the “EMMA System”), on an annual basis, certain annual financial information and operating data and notices of certain events as more fully set forth in the County’s Continuing Disclosure Certificate, to be dated and executed concurrently with the issuance of the Bonds (the “Certificate”).

Such Certificate shall be executed and delivered to satisfy the terms and conditions of the accepted Bond Purchase Agreement for sale of the Bonds and the Rule, and shall be substantially in the form previously utilized by the County, together with any changes therein made and approved by the Proper Officer executing the same, whose execution and delivery thereof shall constitute conclusive evidence of such approval.

The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Certificate. Notwithstanding any other provision of this Ordinance, failure of the County to comply with the Certificate shall not be considered an event of default with respect to the Bonds; however, any registered owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County to comply with its obligations under this Section and such Certificate.

SECTION 28. Severability.

In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of this County that such remainder shall be and shall remain in full force and effect.

SECTION 29. Repealer.

Any resolutions or ordinances, or parts thereof, not in accordance with this Ordinance are hereby repealed insofar as they conflict with this Ordinance.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ENACTED by the County Council of the County of Delaware, in lawful session assembled, this [] day of [], 2024.

COUNTY OF DELAWARE

Dr. Monica Taylor, Chair

Richard R. Womack, Jr., Vice Chair

Kevin M. Madden

Christine A. Reuther

Elaine Paul Schaefer

[SEAL]

Attested:

Anne M. Coogan
County Clerk

SCHEDULE A

County of Delaware
Commonwealth of Pennsylvania
General Obligation Bonds, Series of 2024
\$[_____] ,000

MAXIMUM DEBT SERVICE

<u>Date</u>	<u>Max Principal</u>	<u>Max Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>
-------------	--------------------------	---------------------	-----------------	-------------------------------------	-------------------------------------

TOTALS

SCHEDULE B

County of Delaware
Commonwealth of Pennsylvania
General Obligation Bonds, Series of 2024

SCHEDULE OF ALL OUTSTANDING DEBT

Fiscal Year Ending	Lease Rental	G.O. Bonds Series of 2010	G.O. Notes Series of 2012	G.O. Notes Series of 2013	G.O. Bonds Series of 2014	G.O. Notes Series of 2015	G.O. Notes Series of 2018	G.O. Notes Series of 2019	G.O. Notes Series of 2020	G.O. Notes Series of 2021	G.O. Notes Series of 2022	G.O. Bonds Series of 2024	Total Debt Service
12/31/2024													
12/31/2025													
12/31/2026													
12/31/2027													
12/31/2028													
12/31/2029													
12/31/2030													
12/31/2031													
12/31/2032													
12/31/2033													
12/31/2034													
12/31/2035													
12/31/2036													
12/31/2037													
12/31/2038													
12/31/2039													
12/31/2040													
12/31/2041													
12/31/2042													
12/31/2043													
12/31/2044													
12/31/2045													
12/31/2046													
12/31/2047													
12/31/2048													
Totals													

**COUNTY OF DELAWARE,
COMMONWEALTH OF PENNSYLVANIA
ORDINANCE CERTIFICATION**

I, the Undersigned, County Clerk of the COUNTY OF DELAWARE, Commonwealth of Pennsylvania (the “County”), hereby certify that I am an official keeper of the Seal and records of the said County and that attached hereto is a true, correct and complete copy of the Ordinance of said County, which Ordinance was duly enacted by the County Council at a public meeting held on March [], 2024, and is entitled:

**ORDINANCE NO. 2024-__
OF THE COUNTY COUNCIL
OF THE COUNTY OF DELAWARE,
Commonwealth of Pennsylvania**

AN ORDINANCE OF THE COUNTY COUNCIL OF THE COUNTY OF DELAWARE, PENNSYLVANIA (THE “COUNTY”) AUTHORIZING AND DIRECTING ISSUANCE OF GENERAL OBLIGATION DEBT IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$[],000, AS PERMITTED BY AND PURSUANT TO THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 PA.C.S. § 8001 ET SEQ., AS AMENDED (THE “DEBT ACT”), CONSTITUTING THE COUNTY’S GENERAL OBLIGATION BONDS, SERIES OF 2024 (THE “BONDS”) FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED FOR (A) CERTAIN CAPITAL PROJECTS OF THE COUNTY, AND (B) PAYING THE COSTS RELATED TO THE ISSUANCE OF THE BONDS (TOGETHER, THE “PROJECT”); DETERMINING THAT THE BONDS SHALL BE SOLD AT A PRIVATE SALE BY INVITATION; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE BONDS, AND AWARDING THE BONDS AND SETTING FORTH RELATED PROVISIONS; PROVIDING FOR MAXIMUM PRINCIPAL AMORTIZATION, MATURITIES AND INTEREST RATES FOR THE BONDS; AUTHORIZING ACCEPTANCE OF AN ADDENDUM TO THE PROPOSAL COMPLETING THE FINAL TERMS FOR THE PURCHASE OF THE BONDS AT OR WITHIN LIMITS HEREBY ESTABLISHED; PROVIDING FOR THE APPOINTMENT OF A PAYING AGENT, REGISTRAR AND SINKING FUND DEPOSITORY; PROVIDING FOR THE TERMS OF THE BONDS INCLUDING DATED DATE, MATURITY DATES AND DENOMINATIONS, AND INTEREST PAYMENT DATES; PROVIDING FOR THE REGISTRATION AND TRANSFER OF THE BONDS; SETTING FORTH REDEMPTION PROVISIONS AND PROCEDURES; PROVIDING THAT THE BONDS, WHEN ISSUED, SHALL BE TAX-EXEMPT GENERAL OBLIGATIONS OF THE COUNTY; AUTHORIZING THE EXECUTION, AUTHENTICATION AND DELIVERY OF THE BONDS; AUTHORIZING ISSUANCE OF THE BONDS IN BOOK-ENTRY ONLY FORM; COVENANTING TO PAY DEBT SERVICE AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER FOR THE PAYMENT OF THE BONDS; CREATING A SINKING FUND IN CONNECTION WITH THE ISSUANCE OF THE BONDS AS REQUIRED BY THE DEBT ACT; APPROPRIATING PROCEEDS OF THE BONDS; SPECIFYING THE

ESTIMATED USEFUL LIFE OF THE PROJECT; SETTING FORTH CERTAIN COVENANTS RELATING TO THE NON-ARBITRAGE STATUS OF THE BONDS PURSUANT TO THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; RATIFYING PRIOR ADVERTISEMENT AND DIRECTING FURTHER ADVERTISEMENT; AUTHORIZING AND DIRECTING THE PREPARATION AND EXECUTION OF A TRANSCRIPT OF PROCEEDINGS, INCLUDING A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, AND THE FILING THEREOF WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; AUTHORIZING AND DIRECTING OFFICERS AND OFFICIALS OF THE COUNTY TO EXECUTE AND DELIVER DOCUMENTS AND TO TAKE ACTION AS MAY BE NECESSARY RELATING TO THE ISSUANCE AND DELIVERY OF THE BONDS; AUTHORIZING THE APPROVAL AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT AND THE USE THEREOF IN CONNECTION WITH THE SALE OF THE BONDS; CREATING A CLEARING ACCOUNT FOR THE BONDS AND A PROJECT ACCOUNT FOR THE PROJECT; AUTHORIZING THE PAYMENT OF EXPENSES; PROVIDING GUIDELINES FOR PERMITTED INVESTMENTS; PROVIDING FOR THE AUTHORIZATION OF OFFICERS; APPROVING THE FORM OF THE BONDS; RATIFYING AND CONFIRMING AUTHORIZATION TO THE FINANCIAL ADVISOR, COUNTY SOLICITOR AND BOND COUNSEL; COVENANTING TO PROVIDE CONTINUING DISCLOSURE; PROVIDING FOR SEVERABILITY OF PROVISIONS AND REPEALING INCONSISTENT ORDINANCES.

I hereby certify that proper notice of said meeting was duly given to each member of the County Council; that proper public notice of said meeting was duly given by publication in a paper of general circulation published or circulated within said County in accordance with the *Local Government Unit Debt Act*, as amended and restated (the “*Debt Act*”); that said meeting was open to the public at all times and was not adjourned, begun, recessed or interrupted in any way except for the purpose of an executive session; that a quorum was present at said meeting and acted throughout; that said Ordinance was duly enacted by the affirmative vote of a majority of the members of the County Council then holding office and of a majority of all of the members of the County Council; that said Ordinance, and the vote of each member thereon, have each been duly recorded in the minutes of said meeting of said County Council; that proper public notice of the proposed enactment of said Ordinance was duly published not less than three nor more than thirty days prior to enactment, in accordance with the *Debt Act*, in a newspaper of general circulation in the area of the County; that proper public notice of the final enactment of said Ordinance was or

will be duly given not later than fifteen days after final enactment, by similar publication, in accordance with the *Debt Act*; and that said Ordinance has not been amended or repealed as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my signature as such officer and affixed hereto the Seal of the COUNTY OF DELAWARE, Commonwealth of Pennsylvania.

[SEAL]

Dated: March [], 2024

Anne M. Coogan
County Clerk



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Sharon Scattolino, Public Relations

ITEM TYPE: Resolution

AGENDA SECTION: Resolution(s)

SUBJECT: Resolution recognizing March as Women's History Month.

EXPENSE BUDGET LINE ITEM ACCOUNT: N/A

ESTIMATED/ACTUAL COST OF REQUEST: N/A

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Anne Coogan, County Clerk

ITEM TYPE: Announcement(s)

AGENDA SECTION: Announcement(s)

SUBJECT: Recognition of Fair Acres as one of America's Best Nursing Homes 2024 by Newsweek Magazine.

EXPENSE BUDGET LINE ITEM n/a
ACCOUNT:

ESTIMATED/ACTUAL COST OF no cost
REQUEST:

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Jonathan Lichtenstein, Solicitor

ITEM TYPE: Grant

AGENDA SECTION: Grants

SUBJECT: Approval of grants by the Delaware County Interactive Gaming Revenue Authority in the aggregate amount of \$12,409.94 as shown on the attached summary.

EXPENSE BUDGET LINE ITEM ACCOUNT: NA

ESTIMATED/ACTUAL COST OF REQUEST: 12,409.94

FUNDING SOURCE: Grant

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[DCIGRA Grants 3-6-24.pdf](#)

Delaware County Interactive Gaming Revenue Authority
Summary of DCIGRA approved grants on February 15, 2024
(subject to County Council approval)

The following are unawarded 2023 Emergency Services grants to remaining fire company/departments. These organizations are not eligible for the 2024 DCIGRA Emergency Services grant:

- Approve grant of \$2,409.94 grant to S.M. Vauclain Fire Company
- Approve grant of \$2,500.00 grant to Chester Township Fire Company
- Approve grant of \$2,500.00 grant to Broomall Fire Company
- Approve grant of \$2,500 grant to Aston Township Fire Department
- Approve grant of \$2,500 grant to Rose Tree Fire Company #1

These grants are being made under the DCIGRA Emergency Services Grant Round 3 for eligible Delaware County serving entities including municipal police and fire departments, volunteer fire companies, volunteer and non-profit emergency ambulance services, fire police, municipal town watch organizations including safe school corridor organizations, and county-wide first-responder organizations providing support to first responders and/or emergency victims. This request is for fire companies that applied for Round 3. Despite increasing the allocation for round 3, there was more demand than funding, and DCIGRA prioritized police departments and fire company/department applications that preceded the proposed grantees. Upon County Council approval, these fire companies will receive their grant award in 2024 but are not eligible for the 2024 round of the Emergency Services grant to avoid multiple grants in the same calendar year.



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Gina Burritt, Planning

ITEM TYPE: Grant

AGENDA SECTION: Grants

SUBJECT: Approval to accept \$50,000 grant from the Growing Greener Plus grant to complete Phase I of the Act 167 Stormwater Planning Program. Subject to Solicitor's Approval.

EXPENSE BUDGET LINE ITEM TBD
ACCOUNT:

ESTIMATED/ACTUAL COST OF \$50,000
REQUEST:

FUNDING SOURCE: Grant

REVENUE TYPE:

PURCHASING:

GRANTS: Approval to Accept Grant

ADDITIONAL COMMENTS: Act 167's intent is to reduce flooding and stormwater impacts of future development by developing plans that enact management standards which mitigate stormwater impacts. The grant will allow the County to do the first phase of a two phase process toward implementing a countywide plan.

ATTACHMENTS:



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Kelly Bonner, County Clerk

ITEM TYPE: Grant

AGENDA SECTION: Grants

SUBJECT: Approval of the reallocation of Opioid Settlement Grants per the attached list. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: N/A

ESTIMATED/ACTUAL COST OF REQUEST: No cost

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: See attached supporting documentation.

ATTACHMENTS:
[OpioidSettlement_Round_1_Reallocation_SuppDocs.pdf](#)



Program: Savage Sisters Recovery, Inc. – Community Recovery: Housing, Education, Harm Reduction, and Outreach (amendment of prior grant of \$537,000 adding \$510,187.68)

Total Amount: \$1,047,187.68

Expand evidence-based services, including recovery housing, education, harm reduction, and outreach, currently operational in Philadelphia to Delaware County.

Program: Delaware County Emergency Services – Purchase of LUCAS Chest Compression Systems

Total Amount: \$175,513.50

Purchase of nine LUCAS Chest Compression Systems to assist Emergency Medical Services in efforts to save persons experiencing overdoses needing CPR.

Savage Sisters Recovery, Inc. Supporting Documentation

**GRANT AGREEMENT
PENNSYLVANIA OPIOID MISUSE AND
ADDICTION ABATEMENT TRUST FUNDS**

This is a Grant Agreement ("Agreement"), dated as of August 2, 2023, by and between Savage Sisters Recovery, Inc. ("Grantee") and the County of Delaware, Pennsylvania ("Grantor"). This Agreement was approved by Grantor's County Council on August 2, 2023.

The Grantor desires to make a grant to Grantee from funds received by the Grantor from the Pennsylvania Opioid Misuse and Addiction Abatement Trust (established by Order of the Commonwealth Court of Pennsylvania on July 15, 2022) to be applied to a permitted Opioid Remediation Use (as referenced in such order) as further set forth in the Grant Plan attached as **Exhibit A**.

The Grantee and Grantor agree as follows:

1. CORE TERMS

1.1 Grant. Grantor will make a grant (the "Grant") to Grantee in the maximum amount of \$ 537,000.00 subject to the terms and conditions and in accordance with the schedule set out in the Grant Plan. The Grant Plan and attachments thereto are specifically incorporated herein. The funding of the full amount of the Grant is conditioned upon Grantee complying with all requirements hereof.

1.2 Use of Grant. Grantee will use the Grant, and any income earned on the Grant funds, for the project set out in the Grant Plan (the "Project"). Grantee represents that it has the intention, willingness and capability to complete the Project in a competent and timely manner and acknowledges that Grantor is relying on this representation as a material inducement to enter into this Agreement. Grantee agrees that it will comply with the County's interpretation of permitted Opioid Remediation Uses to which the Grant funds may be applied.

1.3 Grant Period; Term. The grant period ("Grant Period") is set out in the Grant Plan. The term of this Agreement shall be from the date first indicated above to the end of the Grant Period including any continuing obligations of Grantor following the completion of the Project.

2. COMMUNICATION; REPORTS; RECORDS

2.1 Contact Persons. The Grantee and Grantor will each appoint one individual to act as principal contact person for notices and notices and other communications under this Agreement. The initial appointees are identified in the Grant Plan. Each of Grantee and Grantor may change its contact person at any time by written notice to the other party. Notices shall be provided to the e-mail address set forth in the Grant Plan or as otherwise specified by a party in writing.

2.2 Reporting. Client will provide Grantor with the reports as set out in the Grant Plan.

2.3 Recordkeeping. The Grantee will maintain its books and records in a manner that will provide Grantor with sufficient detail to review Grantee's receipts and expenditures relating to the Grant. Grantee will make such records available for review by Grantor upon reasonable notice during the Grant Period and for five (5) years after all funds have been expended or returned to the Grantor, whichever is later. The

Grantee shall provide access to records as required to support review under Grantor's annual auditing requirements (as established by its Controller).

3. PUBLICITY. Grantee may announce and publicize the Grant in recognition of Grantor's support but may not use Grantor's logo without further written consent.

4. GRANT ADMINISTRATION

4.1 Funds Management. Grantee will manage the Grant funds in accordance with applicable law and the provisions of this Agreement. Grantee may combine the Grant funds with other assets and funding sources for the execution of the Project. Grant funds will be used as described in the Grant Plan.

4.2 Changed Circumstances. Grantee will notify Grantor if the Grantee determines in good faith that, because of factual or other changes in circumstances, it is no longer possible for the Grant to serve its original purpose. In that case, the Grantee will promptly return all unspent or unallocated funds with the Grantor assuming a primary position among all creditors. Grant agrees that the Grantor reserves all rights to reassess the Grant award and approval, refuse to disburse Grant funds and/or require additional documentation and assurances or indemnification, all in Grantor's sole discretion.

4.3 Overpayments. Grantee agrees to reimburse Grantor for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments, or non-compliance with applicable policies and procedures.

5. COMPLIANCE

Grantee agrees to adhere to all Federal, State, County and Municipal laws, codes, and regulations applicable to the Project and the provisions of this Agreement, including without limitation, all reporting and audit requirements.

6. GENERAL PROVISIONS

6.1 Entire Agreement. This Agreement, together with the Grant Plan and the attachments thereto, expresses the final, complete, and exclusive agreement between Grantee and Grantor, and supersedes any and all prior or contemporaneous written and oral agreements, communications, or course of dealing between Grantee and Grantor relating to its subject matter. If there are any inconsistencies between the Grant Plan and this Agreement, this Agreement will control.

6.2 Amendment; Assignment. This Agreement may be amended only in a writing signed by both Grantor and Grantee which recites that it is an amendment to this Agreement. Neither this Agreement nor any of Grantee rights hereunder (including the right to receive grant funds) shall be assigned by Grantee without the prior written consent of Grantor (except to the extent specifically identified in the Grant Plan), which consent shall be granted or denied in the sole discretion of the Grantor.

6.3 Third Party Beneficiaries. This Agreement is for the exclusive benefit of Grantee and Grantor, and not for the benefit of any third party, including, without limitation, any employee or volunteer of Grantee.

6.4 Governing Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws. Grantee irrevocably consents

to the exclusive jurisdiction in the Court of Common Pleas of Delaware County, Pennsylvania, in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking and irrevocably agrees to service of process by certified mail, return receipt requested, or nationally recognized overnight courier to the address set forth herein.

6.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

6.6 Indemnification; Insurance. Grantee shall indemnify and hold harmless Grantor, its Council, officials, officers, employees and agents from, and shall defend it and them against, any and all liabilities, obligations, losses, damages, judgments, costs, expenses (including reasonable legal fees and costs of investigation) (i) arising from, in connection with or caused by any act or omission of Grantee or (ii) arising from or in connection with the Project. The provisions of this Section shall survive the expiration or termination of this Agreement, and the obligations of Grantee hereunder shall apply to losses or claims whether asserted prior to or after the expiration or termination of this Agreement.

Grantee shall maintain, at its sole cost and expense, comprehensive general liability and property damage insurance for the Project, as well any required workers' compensation insurance, in such amounts as are reasonably required for its ongoing operations and as are reasonably acceptable to the County. Prior to any disbursement of Grant funds, Grantee shall provide Grantor with declarations listing its current insurance policies and, to the extent requested by Grantor, copies of such policies.

7. TERMINATION

Grantor shall have the right to: (1) immediately, without prior notice, withhold undisbursed funding granted by this Agreement; and/or (2) terminate this Agreement, in whole or in part, by giving not less than 30 days' prior written notice to the Grantee specifying the effective date of termination; in each case, for any of the following reasons:

1. Failure of Grantee to comply with the terms of this Agreement.
2. Misuse of funds, gross mismanagement, criminal activity, or malfeasance in the implementation of this Agreement.
3. Loss by Grantee of any material portion of other sources of funds for the Project (if any).

In the event of a termination of this Agreement pursuant to the provisions above, all unused Grant funds shall promptly be returned to Grantor together with any accrued interest.

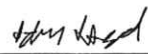
In the event that Grantor gives notice of termination of this Agreement, Grantee shall have the right to cure any default (except for one described in clause 2 above) within 30 days of receipt of notice of termination if such default is capable of being cured.

The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights under this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement by their properly authorized officers or officials to be effective as of the date stated in its first paragraph:

Grantee

By: 
Name: Adam Al-Asad
Title: Director of Operations

Grantor

By: 
Name: Dr. Monica Taylor
Title: Council Chair

Attested by: 
Title: County Clerk

EXHIBIT A – GRANT PLAN

Background and Use of Grant Funds. A description of the Project, how it provides a permitted Opioid Remediation Use, specific uses of Grant funds and a Project budget are set forth on **Attachment 1**.

Supporting Documentation. Grantee shall provide all documentation the Grantor reasonably requires. Grantee recognizes that the Grantor is a public entity and the right to restrict distribution to this information is limited by state and federal law.

Grant Period. The Grantee will expend or return to Grantor all Grant funds by December 31, 2023. Grantor may extend the Grant Period by written notice in its sole discretion. A Project Timeline is attached hereto as **Attachment 2**.

Reporting. Within forty-five (45) days of the end of each month during the Grant Period, Grantee shall submit a report showing (1) detailed uses of Grant funds during the applicable month (to the extent not shown in an invoice for such month), (2) a narrative description of any notable successes of or issues with the Project and (3) the additional metrics set forth on **Attachment 3**.

Invoices and Payment. Unless otherwise indicated on **Attachment 4**, within thirty (30) of the end of each month, Grantee will present a complete invoice showing Project costs incurred by Grantee. Grantee agrees to use forms designated by the County, if any, for such invoices, together with any backup receipts or other documentation required. Grantor will pay costs not subject to any dispute within forty-five (45) days of receipt of such invoice. If Grantor disputes payment of any of the costs shown on an invoice, it shall notify Grantee in writing.

ALL INVOICES MUST BE SUBMITTED BY DECEMBER 31, 2023. Any invoices submitted after December 31, 2023, will not be funded.

Invoices shall be submitted to:

Kelly M. Bonner
 Contract & RFP Administrator
 Department of Human Services
 20 South 69th Street, 4th Floor
 Upper Darby, PA 19082
 (610) 713-2323
 Email: bonnerkm@delcohsa.org

Pre-award spending is permitted, and Grantor will pay invoices for Project costs incurred on or after August 2, 2023.

Contact Information. The contact information for the designated Contact Persons is provided below:

Grantor

Sandra Garrison, Chief of Human Services and Community Support
 County of Delaware
 20 South 69th Street, 4th Floor
 Upper Darby, PA 19082
 (610) 713-2324
garrisons@delcohsa.org

Grantee

See **Attachment 5**.

Attachment 1

Project Description and Budget

Savage Sisters' mission originally began as a response to the lack of decent or ethically-run women's recovery homes available in the Philadelphia area, as well as the rampant amount of nefarious activity that surrounded the operation of recovery homes, in general. Sarah Laurel founded the organization just six months after getting sober in 2018. She used her lived experience and the tools she utilized in her early recovery as guiding practices when designing our first program: housing.

Since the opening of our first recovery home, Savage Sisters has grown to include three pillars of harm reduction. Savage Sisters Recovery achieves its mission of attacking addiction with radical love through the operation of three programs: Housing, Education, and Harm Reduction/Outreach. Currently, our Housing and Outreach programs operate in Philadelphia—the epicenter of the drug epidemic in our region. All of our endeavors focus on the individual as a whole, meeting individuals where they are at, and providing a range of services. Savage Sisters provides an abundance of lived experience that offers a unique perspective to our organizational approach. We operate in Philadelphia and its surrounding counties. Savage's founder, Sarah Laurel, lived in Delaware County while in active use, and experienced firsthand what it was like to be caught in a web of addiction, with no resources or way out.

HOUSING PROGRAMS

Our housing program implements a unique holistic approach to recovery. All residents are offered trauma-informed therapy, kickboxing, yoga, writing therapy, reiki, and other alternative group therapies. Through our unique approach we have a 65% success rate of individuals transitioning from our housing program. We have successfully grown this program from one house for women, to nine houses for men and women in recovery.

Savage's housing program is DDAP-certified, operates in Grays Ferry, accepts all forms of Medication-Assisted Treatment, and is currently housing 52 residents. Our housing program provides a safe, structured, trauma-informed and pro-social living environment for individuals in recovery. The program is implemented by the Executive Director, Director of Operations, Programs Director, Men's Property Manager, Women's Property Manager, and several individual House Managers. House Managers are not typically paid employees. They receive a rent waiver, and fulfill a variety of responsibilities. This gives them an opportunity to take on a leadership role, while working and saving money. We often provide residents who are working toward "reunification" with their children with the opportunity to be a House Manager. Staff are tasked with ensuring participants follow the program's structure, participate in required programs, and reach planned milestones. For example, participants are required to take a weekly drug screen, attend one AA / NA meeting a day, partake in job search daily until gainful employment is secured, complete home chores, choose and attend one form of therapy provided weekly, and attend weekly house meetings. Staff ensure participants are provided with the resources needed to fulfill access to the services we offer. Residents enter our program after completing a stay in a drug and alcohol treatment center. Various treatment centers provide those leaving their programs with our contact information prior to discharge, at which time they call our team and do an intake. Occasionally, people also come to our program from jail, prison, or other recovery homes.

We pay for therapy services from the nonprofit Project Healing Hive, whose team of licensed therapists offers services at affordable rates. The alternatives are provided by field professionals. Residents are required to participate in at least one of the forms of therapy mentioned above, but are allowed to utilize

as many as they choose. Our average stay is 7 months, with 65% of residents graduating and moving out with a network of people in recovery, gainful employment, and at least 6 months of sobriety. That rate increases to 89% for those utilizing Cognitive Behavioral Therapy. The goals of sobriety and recovery for those in early recovery are attainable. Resources like structured and pro social living, 12 step programming, mental health services, and connection are crucial tools to achieving those goals.

Our nine homes are funded through rental income, rental scholarships from other nonprofits, and grant funding. Residents' ability to pay rent is not a requirement to be a resident in our housing program, though a willingness to seek and maintain gainful employment is. On average, residents first 4-6 weeks are paid for by rental scholarships, or grant funding from EFSP. Our residents' therapy services are paid for through a grant provided by the Van Ameringen foundation, and alternative therapies are paid for by a grant from Scattergood.

We evaluate our Housing programs effectiveness every six months. We do this by checking our graduation rate, and seeing how it correlates to the different services we offer residents. If data shows that one program is more or less effective than another, we encourage residents to utilize the program that's more effective, and communicate with program providers to expand on their ability to serve our residents.

Savage Sisters is proposing the opening of two homes in Delaware County, one mens, and one womens. The proposed locations for the two homes are Landsdowne, and / or Chester. To operate our Housing program in Delaware County as proposed, grant funds would have to cover a percentage of current staff wages including the Executive Directors, the Programs Directors, the Executive Assistants, and the Director of Operations. In addition, two new Part Time Property Managers would need to be hired, and trained. We have access to a large pool of willing and able applicants that include some of our current 9 in House Managers, as well as Housing program Alumni. This would enable this process to be streamlined. Our team would then find two homes to rent in the chosen neighborhoods, source furniture and materials, and set the house up as we have done nine different times in the past few years. During this process, the Programs Director would be informing potential participants of the availability of recovery Housing Delaware County. Additionally, our team travels the state speaking in local drug and alcohol treatment facilities, and making people aware of our Housing program and the locations it's available. During these speaking commitments, our team would inform the drug and alcohol treatment center patients of the new availability of Savage Sisters homes in the Delaware county area.

EDUCATION PROGRAM

Our Education program has been operating throughout Philadelphia and the surrounding counties, including Delaware County. While the entire nation has been severely affected by the overdose epidemic, Philadelphia has the highest rate of overdose of any major city. The surrounding counties have also experienced the inequitable consequences of this epidemic. Our Education Program prides itself on providing the most up-to-date evidence based information. We are able to provide this because we operate a boots-on-the-ground outreach program in the epicenter of the overdose epidemic. This allows us to see drug trends before the rest of the state.

We also partner with a number of entities that specialize in analyzing, and presenting the information we are able to gather and access. The information gathering process was a collaborative effort that included a team of researchers at Drexel University, and members of the Philadelphia Department of Health. The Education sessions we lead today ensure participants are able to protect themselves and their loved ones from the realities surrounding substance use, and the risk of overdose. We have led sessions for hundreds of entities including places of worship, businesses, other harm reduction organizations, drug and alcohol

treatment centers, high schools, nursing schools, universities, greek life groups, and health departments. We also partner with the Department of Drug and Alcohol Programs in PA to provide single county authorities around the state with our Education sessions.

We evaluate our education program by getting feedback from those we serve. We ask questions via google forms and Kahoot. If viewers are able to accurately answer 75% of the questions listed, we know that our education session was effective, if not, we know we need to work on education implementation. We also evaluate it through feedback and questions. If students, teachers, and administrators are engaged, we know the presentation hit home, and that people related to it. Presenters always go in teams of two. While one person presents, the other records the level of reaction and engagement from the crowd. For example, we record how many viewers follow along and physically act out the nail-bed press move that the presenter trains them how to do. Through google forms, Kahoot, and live reaction responses, we track the effectiveness of our Education program.

HARM REDUCTION & OUTREACH

Our Harm Reduction Outreach is focused on the foundation of addressing the whole person. During regularly scheduled outreach every Tuesday night and the first Saturday of every month, we provide individuals with Harm Reduction materials including but not limited to safer use supplies, Naloxone, and Fentanyl Test Strips. We also provide wound care, which we added to address the growing need, clothing, hygiene supplies, nutritional snacks, and referrals. In addition to regular outreaches, Savage Sisters operates a drop-in space in the Kensington Section of Philadelphia, this space was initiated as a response to the lack of low-barrier resources available in Kensington. This drop-in is a safe, non-judgmental, space where individuals can use the bathroom, shower, get clothing, receive wound care, and a place where individuals can sit and relax.

We evaluate our Outreach program in two ways, every 60 days via Outreach Committee meetings and through needs assessments on google forms conducted with service users. During Outreach Committee meetings, members analyze current drug trends in the areas we serve, and review the data gathered during Outreach events. Questions we monitor closely include how many participants we served in comparison to the previous month, how many participants we transported to treatment this month compared to the previous month, and so forth. We offer participants an optional google form on an Ipad at the end of the line during our weekly Outreach events. The form asks questions such as what materials do you most need, with the ones we have offered listed as a multiple choice option, and an "Other" option that they can fill in with something besides what we have listed. Additional questions include, "would you like a Savage Sisters team member to follow up with you on getting into treatment? We use the data gained to ascertain what materials are most needed.

PROPOSAL

Savage Sisters seeks to introduce similar events with the same services offered by staff three days a week throughout the most needed areas in Delaware County. In addition to the three days staff would be conducting Outreach, they would use one day to prepare for the three mobile Outreach days, and save one day for other special events to attend, as well as emergency Outreach days. During the first six months we will evaluate the program on an ongoing basis, and expand the number of days we operate as able and appropriate. To do so, we would need our current team for the initial set up, organization, and implementation of this program. That includes the Executive Director, Programs Director, Director of Operations, and Executive Assistant. Additionally, we would need to bring on four new staff, which include an Outreach Program Manager, a Nurse Practitioner, and two Harm Reduction Specialists.

Delaware County

While Philadelphia is often highlighted for being the epicenter of the Overdose Epidemic, Delaware County has also experienced adverse consequences. In Delaware County in 2021, nearly 200 individuals experienced a fatal overdose, and the state estimates that more than 11,000 individuals within Delaware County are living with SUD. Of those who died, 38% had access to at least one opportunity for intervention. Savage Sisters would like to ensure that individuals using substances and struggling with substance use disorder in Delaware county have access to resources. Resources that have been identified as needed are: trauma-informed recovery housing, education on substance use, education on preventing and reversing overdoses, wound care, STI and HIV testing, basic needs and life saving material distribution, drug testing, and transportation to treatment. With appropriate funding, we can provide these resources through the opening of two recovery homes, and the operating of street based and mobile outreach. These combined services and resources will help combat housing insecurity, stigmatization and misconceptions of drug use, the spread of infectious diseases, overdose deaths, skin and soft tissue infections, education on local drug supply contamination trends, and barriers faced in early recovery.

On Exhibit E, under Schedule A, Core Strategies, Savage Sisters Delco program aligns with A2, B4, E4, E5, G2, and H1.

A2: Via the distribution of free Naloxone to at risk populations during our mobile outreach

B4: Providing transitional recovery homes to those completing their stay in a drug and alcohol treatment facility, which provides the resident a safe, prosocial living environment where staff assists in providing MAT, and ensures residents follow structure and access mental health services

E4: Providing transitional recovery homes to those completing their stay in a drug and alcohol treatment facility, which provides the resident a safe, prosocial living environment where staff assists in providing MAT, and ensures residents follow structure and access mental health services, ultimately providing fully wrap around services to those in early recovery

E5: Hiring additional Social Workers to fulfill the above tasks

G2: We provide Overdose Prevention and Reversal trainings to High schools and colleges in Delco

H1: We will be expanding our Syringe Service Program to Delco, providing Harm Reduction materials out of our mobile van, along with a plethora of other resources needed to ensure those we serve have access to the materials and resources they need to stay alive, and get into recovery when they are ready

Budget Justification: Savage Sisters Recovery, Inc. is expecting to spend a total of \$537,000 by December 31st 2023 on Personnel Services, Operating Expenses / Purchases, Equipment and other Fixed Assets, and Administrative Costs.

These grant funds pay for **Personnel Services**, which include: Wages and Salaries, Employee Benefits, and Miscellaneous Personnel, and total out to \$192,128.21

These grant funds pay for **Wages and Salaries**, which will include part or all of the salaries for eleven employees. As outlined in the grant request and project description, these employees will be responsible for creating or expanding on, and operating Savage Sisters Housing, Harm Reduction, and Education programs in Delaware County. The Executive Director, Director of Operations, Programs Director, and

Executive Assistant will be assisting in all three aspects of Savage Sisters Delco Program: Housing, Harm Reduction, and Education. Each of those staff have 20% to 30% of their salaries being paid by these grant funds, as 20% to 30% of their time will be spent on the Delco Program, depending on the employee position. The Men's Property Manager and the Women's Property Manager are responsible for opening and operating one Men's and one Women's transitional recovery home. They will also assist in the Harm Reduction and Education Programs down the line when the houses have stabilized after opening. 100% of their work is to take place in Delco, so 100% of their salaries is paid by these grant funds. The Community Engagement Manager is responsible for researching, strategic planning, and networking alongside the Executive Director, Director of Operations, Executive Assistant, and Program Director. They are also responsible to assist in the three to four times weekly mobile Outreach. 100% of the Community Engagement Manager's work is being done for the Delco Project, and so 100% of their Salary is being paid by these grant funds. The Program Manager, and two Harm Reduction Coordinators are responsible for conducting street based mobile outreach three to four times weekly. 100% of their work is to be done for the Delco Program, so 100% of their salary is to be paid with these grant funds.

These grant funds pay for all of the listed employees to receive **Employee Benefits** in the form of Health Insurance. These benefits are valued at 12% of each employee's Salary, for a total of \$20,779.

These grant funds pay for **Miscellaneous Personnel**, which pays for Savage Sisters Recovery's Workers Compensation policy for 5 months, totaling out to \$3,840.

These Grant Funds Pay for **Operating Expenses / Purchases**, which include: Occupancy, and Program Supplies, which cost a total of \$236,874.

These Grant Funds Pay for **Occupancy**, which will cover the expenses related to opening two Savage Sisters Transitional Recovery Homes as of October 1st 2023 in Delaware County, and costs \$43,560. As outlined in the Project Description, the costs related to this are rent and utilities for two five bedroom homes at \$3,300 a month in rent each. The combined cost would be \$36,300. The remaining \$7,260 will be used to furnish and prepare the homes. The additional costs of the recovery home such as the therapy, and alternative therapy we provide our residents is paid for by individual donations, or other grants.

These grant funds pay for **Program Supplies**, which consist of the materials we use to operate our Harm Reduction program, and cost a total of \$142,767. These include Wound Care Equipment, Food and Water, Syringe Service and Harm Reduction Materials, and PPE Equipment, Fentanyl Test Strips, and Naloxone. We will distribute and use these materials via the street based Outreach events we will conduct three to four times a week throughout Delaware County, with a focus on the Upper Darby and Chester areas. These Outreach events will be conducted from the Mobile Van we are purchasing.

These grant funds pay for **Transportation**, which will consist of gas and travel costs related to operating the mobile van, and total out to an expected \$14,850.

These grant funds pay for the **Miscellaneous Operating Expenses**, which consist of auto insurance for the mobile van being purchased to operate Savage Sisters Harm Reduction Program, which costs approximately \$8,877 for 6 months of insurance to be paid up front.

These grant funds cover **Equipment and other Fixed assets**, which consist of the purchase of a Mobile Van which costs approximately \$123,697. \$95,000 of which is to **purchase the fixed asset**, and \$28,697 is to be used for **upgrades and repairs of the fixed asset** which will have a wound care station inside, storage space for material distribution, and space for passengers.

These grant funds pay for **Administrative Costs**, consisting of \$5,651 in salaries for administrative purposes, i.e filing paperwork, remaining in compliance, bookkeeping, scheduling, and inventory. \$5000 for Administrative Supplies, which is to purchase four laptops for staff, and \$469.53 for Agency Indirect Administrative Costs.

PROVIDER	Savage Sisters Recovery, Inc.
Unique Entity Identifier	HY2AHX2Q7Z37
Federal Identification Number	851404597
Contact Person	Adam Alasad
Contact Email	adam@savagesisters.org
Contact Phone	2672909572
PROGRAM/SERVICE	Housing and Outreach
CATEGORY FROM EXHIBIT E	Schedule A / A2, B4, E4, E5, G2, H1
TOTAL REQUESTED	\$ 537,000.00

	Expenses
I. EXPENDITURE ITEMS	
A. Personnel Services	\$ 192,128.21
1. Wages and Salaries	\$ 167,509.00
2. Employee Benefits	\$ 20,779.00
3. Miscellaneous Personnel	\$ 3,840.21
B. Operating Expenses/Purchases	\$ 210,054.26
1. Occupancy	\$ 43,560.00
2. Communications	\$ -
3. Program Supplies	\$ 142,767.00
4. Treatment & Supportive Supplies	\$ -
5. Transportation	\$ 14,850.00
6. Purchased Treatment Services	
7. Miscellaneous Operating Expenses (Identify below)	\$ 8,877.26
Auto Insurance for Mobile Van	\$ 8,877.26
b.	
c.	
d.	
e.	
f.	
C. Equipment & Other Fixed Assets	\$ 123,697.00
1. Purchase of Fixed Assets	\$ 95,000.00
2. Repairs & Improvement of Fixed Assets	\$ 28,697.00
II. PROGRAM COSTS (Sum of A, B and C)	\$ 525,879.47
III. ADMINISTRATIVE COSTS	\$ 11,120.53
VI. TOTAL COSTS	\$ 537,000.00

PROVIDER	Savage Sisters Recovery, Inc.
PROGRAM/SERVICE	Housing and Outreach
CATEGORY FROM EXHIBIT E	Schedule A / A2, B4, E4, E5, G2, H1
TOTAL ADMINISTRATIVE EXPENSES	\$ 11,120.53

	Administrative Expenses
I. EXPENDITURE ITEMS	
A. Personnel Services	\$ 5,651.00
1. Wages and Salaries	\$ 5,651.00
2. Employee Benefits	
3. Miscellaneous Personnel	
B. Operating Expenses	\$ 5,000.00
1. Occupancy	
2. Communications	
3. Administrative Supplies	\$ 5,000.00
4. Transportation	
5. Miscellaneous Operating Expenses (Identify below)	\$ -
a.	
b.	
c.	
d.	
e.	
f.	
C. Equipment & Other Fixed Assets	\$ -
1. Purchase of Fixed Assets	
2. Repairs & Improvement of Fixed Assets	
D. AGENCY INDIRECT ADMINISTRATIVE EXPENSES	\$ 469.53
E. TOTAL ADMINISTRATIVE EXPENSES (A&B&C&D)	\$ 11,120.53
F. ADMINISTRATIVE REVENUE	
G. TOTAL ADMINISTRATION (E-F)	\$ 11,120.53

PROVIDER Savage Sisters Recovery, Inc.
PROGRAM/SERVICE Housing and Outreach
CATEGORY FROM EXHIBIT E Schedule A / A2, B4, E4, E5, G2, H1
TOTAL FIXED ASSETS \$ 95,000.00

DESCRIPTION OF ITEM	QUANTITY	PER ITEM COST	TOTAL COST	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST
Mobile Harm Reduction Van	1	\$ 95,000.00	\$ 95,000.00	95000	0
TOTAL			\$ 95,000.00	\$ 95,000.00	\$ -

PROVIDER

Savage Sisters Recovery, Inc.

PROGRAM/SERVICE

Housing and Outreach

CATEGORY FROM EXHIBIT E

Schedule A / A2, B4, E4, E5, G2, H1

TOTAL PROGRAM SUPPLIES

\$ 142,767.00

DESCRIPTION OF ITEM	QUANTITY	PER ITEM COST	TOTAL COST
PPE Equipment (masks, gloves)	5491	\$ 0.50	\$ 2,746.00
Water bottles	10982	\$ 0.25	\$ 2,746.00
Healthy snacks (granola bars, cereal and milk, chips, fruit)	5491	\$ 3.00	\$ 16,473.00
Wound Care Equipment	10982	\$ 6.00	\$ 65,892.00
Safe Syringe Kits (5 needles, cookers, alcohol swabs, tourniquets)	5491	\$ 2.00	\$ 10,982.00
Safe Smoking Kits (pipes, cookers, lighters, chore boy, chapstick)	5491	\$ 3.00	\$ 16,473.00
Safe Sex Kits (condoms, pepper spray, lube)	5491	\$ 5.00	\$ 27,455.00
Narcan & Fentanyl Test Strips (donated in kind)	10982	\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
TOTAL			\$ 142,767.00

PROVIDER

Savage Sisters Recovery, Inc.

PROGRAM/SERVICE

Housing and Outreach

CATEGORY FROM EXHIBIT E

Schedule A / A2, B4, E4, E5, G2, H1

TOTAL SALARIES

\$ 173,160.00

EMPLOYEE NAME	POSITION	TOTAL SALARY FOR PROGRAM	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST
Sarah Laurel	Executive Director	\$ 9,900.00	\$ 9,900.00	\$ -
Adam Al-Asad	Director of Operations	\$ 4,950.00	\$ 3,300.00	\$ 1,650.00
Melanie Beddis	Programs Director	\$ 6,345.00	\$ 6,345.00	\$ -
Elizabeth Rechenberg	Executive Assistant	\$ 5,445.00	\$ 4,084.00	\$ 1,361.25
John Willis	mens Property Manager	\$ 17,160.00	\$ 17,160.00	\$ -
n/a	womens Property Manager	\$ 17,160.00	\$ 17,160.00	\$ -
Jessica Supperer	Program Manager	\$ 26,400.00	\$ 23,760.00	\$ 2,640.00
Miles Jaworski	Program Coordinator	\$ 24,750.00	\$ 24,750.00	\$ -
n/a	Nurse Practitioner	\$ 24,750.00	\$ 24,750.00	\$ -
Jose Castillo	harm reduction coordinator	\$ 18,150.00	\$ 18,150.00	\$ -
n/a	harm reduction coordinator	\$ 18,150.00	\$ 18,150.00	\$ -
TOTAL		\$ 173,160.00	\$ 167,509.00	\$ 5,651.00

Attachment 2

Project Timeline

Delco Program Project Timeline

Housing: Savage Sisters staff plans to have secured a rental property by October 1st, 2023 at the latest. We hope to sign the lease by September 21st, so that we can use the time leading up to October 1st to furnish the house, and set up the utilities. Our team has been speaking at local drug and alcohol facilities for years, and has several individuals interested in moving into the homes as soon as they open. We already have House Managers selected, and senior residents that wish to move to Delaware County. We have already brought on the Men's Property Manager, and hope to have secured an employee for the Women's Property Manager by September 21st. All resources and services described in the Project Description will be available to residents as they move in, including therapy, and alternative therapies, job support, access to in house and out of house managers, weekly drug testing, and more. Savage Sisters Community Engagement Manager will be networking and researching additional resources and services to enhance Savage Sisters Delco Housing Program over the next sixty days.

Harm Reduction: Savage Sisters staff plans to purchase a van by September 21st, and begin customizing and upgrading it so that we can provide resources and services by October 1st. Between now and then, our team will continue our research, and networking activities, ensuring our ability to partner with additional organizations working in Delco, and bring more resources to those we serve. Additionally, our team will use this time to purchase, organize, and store supplies needed for operation. We have already brought on a Community Engagement Officer, a Program Manager, and one Harm Reduction Coordinator. We plan to hire one more Harm Reduction Coordinator, and two Nurses by September 21st.

Education: Savage Sisters staff plans to continue providing Education sessions throughout Delco, as we have been doing for years. We currently provide at least one Overdose Prevention and Reversal training in Delco a month at Villanova University, who we recently contracted with. We aim to begin providing additional training at Colleges and High Schools throughout the fall semester.

Attachment 3

Additional Reporting Metrics

Delco Program Metrics:

Housing: We evaluate our Housing programs effectiveness every six months. We do this by checking our graduation rate, and seeing how it correlates to the different services we offer residents. If data shows that one program is more or less effective than another, we encourage residents to utilize the program that's more effective, and communicate with program providers to expand on their ability to serve our residents.

Over the next year, we will keep detailed data in regards to how many residents move into our Delco Housing program, what therapy services they utilize, how long they stay, and the status of their recovery after they leave or graduate.

Harm Reduction: We evaluate our Outreach program in two ways, every 60 days via Outreach Committee meetings and through needs assessments on google forms conducted with service users. During Outreach Committee meetings, members analyze current drug trends in the areas we serve, and review the data gathered during Outreach events. Questions we monitor closely include how many participants we served in comparison to the previous month, how many participants we transported to treatment this month compared to the previous month, and so forth. We offer participants an optional google form on an Ipad at the end of the line during our weekly Outreach events. The form asks questions such as what materials do you most need, with the ones we have offered listed as a multiple choice option, and an "Other" option that they can fill in with something besides what we have listed. Additional questions include, "would you like a Savage Sisters team member to follow up with you on getting into treatment? We use the data gained to ascertain what materials are most needed.

Over the next year, we will keep detailed data on how many days we conduct mobile outreach, how many people we serve, what type of materials we distribute and utilize, and how much of each material is being used or distributed. We will also keep track of how many participants seek and receive aftercare, or receive transportation to the hospital or a drug and alcohol treatment center / evaluation center.

Education: We evaluate our education program by getting feedback from those we serve. We ask questions via google forms and Kahoot. If viewers are able to accurately answer 75% of the questions listed, we know that our education session was effective, if not, we know we need to work on education implementation. We also evaluate it through feedback and questions. If students, teachers, and administrators are engaged, we know the presentation hit home, and that people related to it. Presenters always go in teams of two. While one person presents, the other records the level of reaction and engagement from the crowd. For example, we record how many viewers follow along and physically act out the nail-bed press move that the presenter trains them how to do. Through google forms, Kahoot, and live reaction responses, we track the effectiveness of our Education program.

Over the next year, we will continue keeping detailed data on how many Education sessions we provide, how many people attend each session, and how many Naloxone we distribute during each session. Additionally, we will continue providing Education session follow up google forms and kahoots to Education session participants to gather data from them on how much they learned, and how satisfied they were with the session.

Attachment 4

Alternate Funding Provisions
(If applicable)

Not applicable.

Attachment 5**Grantee Contact Person**

Adam Alasad
adam@savagesisters.org
2672909572

Delaware County Emergency Services Supporting Documentation



Delaware County EMS -x9 Lucas (Feb 2024)

Quote Number: 10875010

Version: 1

Prepared For: COUNTY OF DELAWARE

Attn:

Rep: Russell Holloway

Email: russell.holloway@stryker.com

Phone Number:

Quote Date: 02/22/2024

Expiration Date: **04/08/2024**

Contract Start: 02/22/2024

Contract End: 02/21/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	COUNTY OF DELAWARE	Name:	COUNTY OF DELAWARE	Name:	COUNTY OF DELAWARE
Account #:	20049898	Account #:	20049898	Account #:	20049898
Address:	201 W FRONT ST MEDIA Pennsylvania 19063-2708	Address:	201 W FRONT ST MEDIA Pennsylvania 19063-2708	Address:	201 W FRONT ST MEDIA Pennsylvania 19063-2708

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	PCE	9	\$18,015.50 \$18,015.50	\$162,139.51 \$162,139.51
2.0	11576-000060	LUCAS Desk-Top Battery Charger	PCE	9	\$777.50 \$777.50	\$6,997.50 \$6,997.50
3.0	11576-000071	LUCAS External Power Supply	PCE	9	\$246.00 \$246.00	\$2,214.00 \$2,214.00
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	PCE	9	\$462.50 \$462.50	\$4,162.50 \$4,162.50
Equipment Total:						\$175,513.50

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
---------	-------------	-----	------------	--------------

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$175,513.50



Delaware County EMS -x8 Lucas (Oct 2023)

Quote Number: 10875010

Version: 1

Prepared For: COUNTY OF DELAWARE

Attn:

Rep: Russell Holloway

Email: russell.holloway@stryker.com

Phone Number:

Quote Date: 02/22/2024

Expiration Date: 05/22/2024

Contract Start: 02/22/2024

Contract End: 02/21/2025

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

stryker

LUCAS[®] 3, v3.1

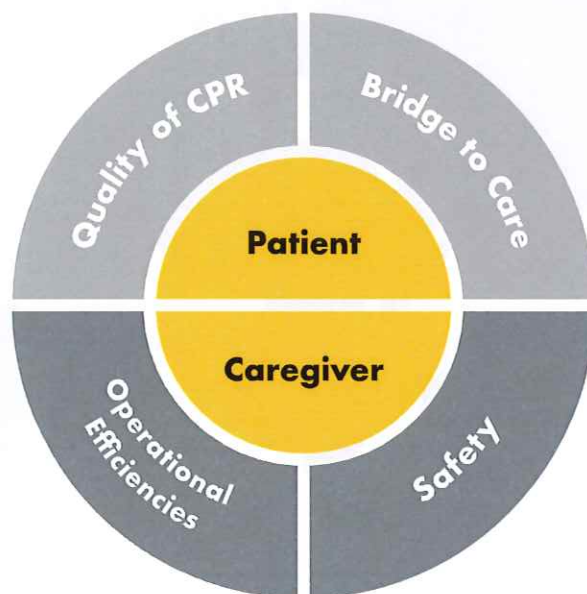
Chest Compression System



Your partner in life support

Consistency. It's a powerful thing.

The LUCAS Chest Compression System helps emergency care teams around the world do what they do best — save lives. With high-quality chest compressions and fewer interruptions than manual CPR, LUCAS is your partner that will administer Guidelines-consistent, high-quality compressions until the job is done.



CPR quality

- Delivers Guidelines-consistent, high-quality chest compressions at recommended rate and depth while allowing for chest recoil
- Fewer interruptions, compared to manual CPR, leading to higher compression ratios^{1,2} and increased blood flow to the brain^{3,4}
- Higher EtCO₂ values, compared to manual CPR, indicative of higher chance of ROSC⁵

Operational efficiencies

- Calms the event and reduces stress by eliminating the need to manage a compression rotation schedule
- Frees up care givers to focus on other tasks
- Utilizes data integration capabilities to enhance post event analysis and quality improvement efforts

Bridge to care

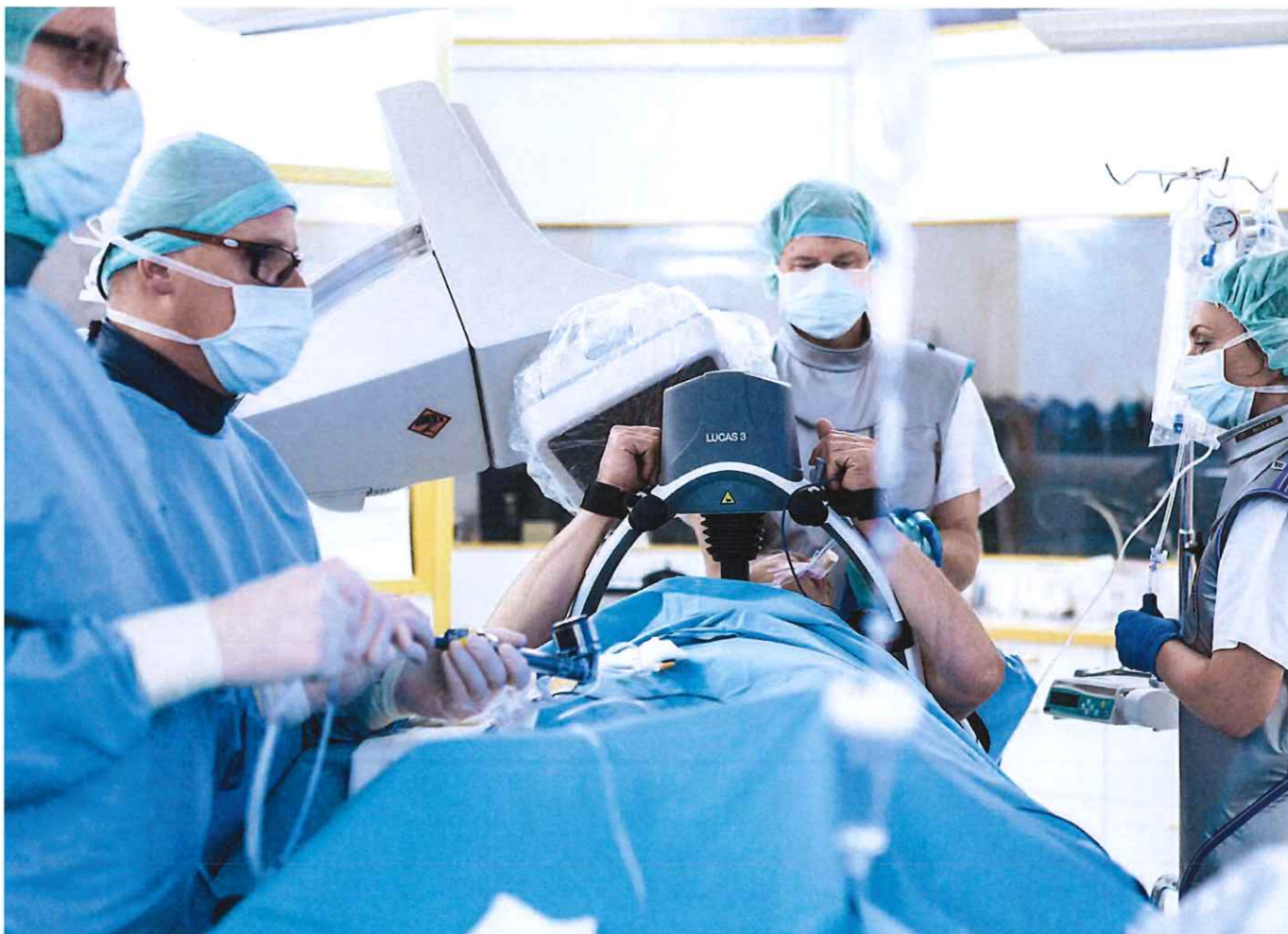
- Overcomes caregiver fatigue by providing Guidelines-consistent chest compressions for multiple hours if required*
- Allows for hands-free, high-quality chest compressions during transport^{1,6}
- Extends reach of care and allows for treatment of underlying cause during CPR (e.g. ECMO/PCI)²²

Safety

- Rescuers can avoid awkward and potentially dangerous situations when performing CPR during patient transport
- Potential to reduce CPR-related injuries to the CPR provider
- Reduces X-ray exposure of CPR provider during PCI

* When using multiple batteries or an external power source. Battery typically lasts for 45 minutes of operation

Proven. Safe. Effective.



For over 15 years the LUCAS Chest Compression System has been helping lifesaving teams around the world deliver high performance, Guidelines-consistent chest compressions to cardiac arrest patient in the field, on the move and in the hospital.

The LUCAS device has been proven safe and effective in a large randomized controlled trial, the highest level of clinical evidence.¹⁰

LUCAS by the numbers

25,000+

With over 25,000 devices in the global market, a patient is treated approximately every 2 minutes^{7,8}

16,830

In a successful 2 hour 45 minute resuscitation, LUCAS administered 16,830 Guidelines-consistent compressions⁹

>99%

Operational reliability in clinical use¹⁰

+60%

Increased blood flow to the brain vs. manual CPR³

>99%

of survivors had good neurological outcomes in large randomized LINC trial¹⁰

95%

of patients fit in the LUCAS device^{10,11}



“We know CPR is difficult to do well. People slow down. They don’t always do it appropriately — even professional rescuers. A machine doesn’t get tired; it is consistent, and consistency is key.”

—Charles Lick, MD, Medical Director, Allina Medical Transport & Emergency Department Director, Buffalo NY Hospital²³

Your power to improve CPR quality

Less interruptions to CPR on the scene and during transport

30-40% of patients who have achieved return of spontaneous circulation (ROSC) on the scene will re-arrest prior to hospital arrival and may require CPR during transportation.^{20,21}

On-scene¹

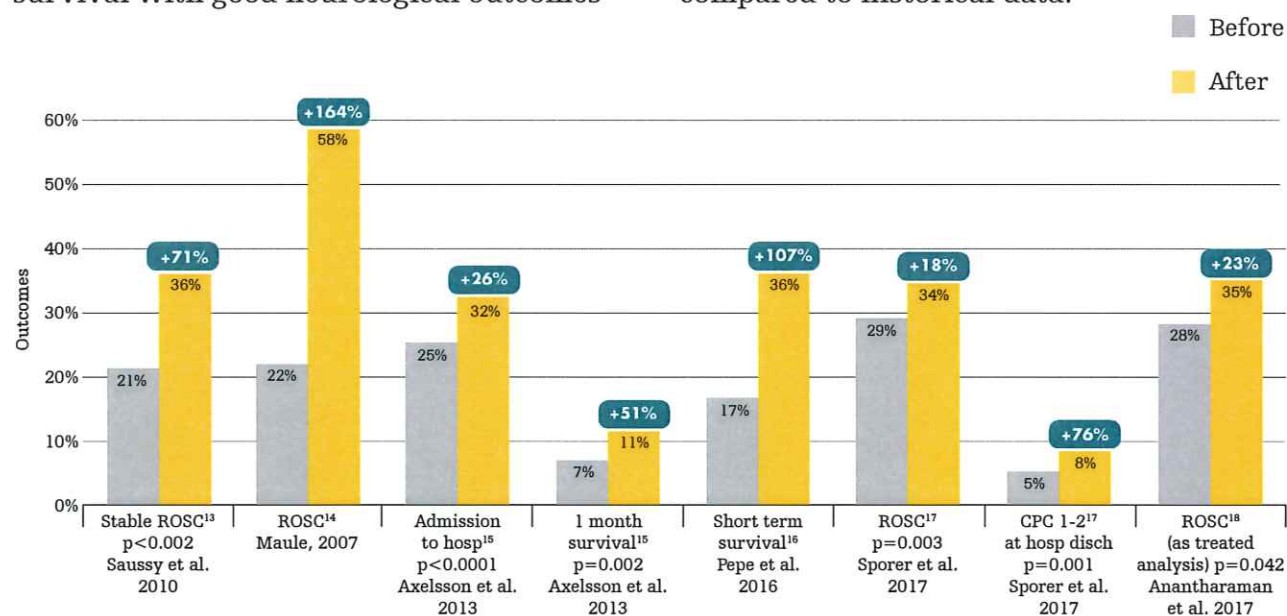


During transportation¹



LUCAS can contribute to improved outcomes

Systems of care implementing LUCAS together with a comprehensive approach to resuscitation* have shown increased ROSC rates¹³⁻¹⁷ as well as improved survival with good neurological outcomes^{15,17,19} compared to historical data.



*May include additional therapies or changes of protocols

LUCAS 3, v3.1 at a glance

7 seconds

The two-step application (back plate, then upper part) makes the LUCAS device quick and easy to deploy, as short as a median 7 second interruption time when transitioning from manual CPR.¹²

Battery allows for 45 min continuous run time. Plug in the external power supply for prolonged operation/charging



Top window for quick battery check

Compact, lightweight carrying case included with every device



The carbon fiber LUCAS PCI back plate (optional) is intended specifically for use in the cath lab, with its radiotranslucent material minimizing image shadows



High-quality CPR

Even if the patient lies upon a soft surface, the LUCAS device delivers Guidelines-consistent depth, overcoming the “mattress effect”.

What's new with v3.1?*

The LUCAS 3, v3.1 was designed with enhanced data capabilities to allow for better post-event reporting and asset management. With Wi-Fi and Bluetooth connectivity, your LUCAS device can be configured to meet your protocols within your LIFENET account. Integration with CODE-STAT 11 now allows for precise and timely post-event reviews that can help with training and quality improvements.

Setup options



Increase compression rate **without** sacrificing depth. Compression rate can be fixed or variable during operation at 102, 111, or 120 compressions per minute while still maintaining desired depth between 1.8 to 2.1 inches/45 to 53mm (depth fixed during operation).



Adjustable depth: 1.8 and 2.1 \pm 0.1 inches / 45 to 53 \pm 2mm (fixed during operation)



Audible CPR timer:
1-15 minutes
(in 1 min. increments)



Adjust ventilation alerts, pause length and count



Optional pressure pad release (0.4 inches/10 mm) allows for chest rise during ventilation



Auto-lowering of piston (AutoFit or QuickFit)

* Setup options should be changed only under the direction of a physician knowledgeable in cardiopulmonary resuscitation who is familiar with the literature in this area

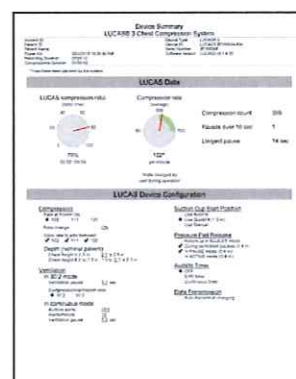
Connected care



Post-Event reporting

Key metrics and dashboards:

- Compression time, ratio, and rate
- Count, number of pauses > 10 sec.
- Duration of longest compression pauses
- Visual timeline of the event



Post-Event reporting

CODE-STAT 11 allows for LUCAS Post-Event Reports to be merged with reports from LIFEPAK 15 and LIFEPAK 20/20e devices.

Merged reports give a comprehensive view of cardiac arrest cases and can be used in quality improvement and training efforts.



Asset management

LIFENET offers easily accessible asset dashboard for fleet status at latest device check-in.

Gives notifications of expiring and expired LUCAS batteries.

Event ID	Start Time	End Time	Status
88101	10/10/2018 10:00:00	10/10/2018 10:05:00	Completed
88102	10/10/2018 10:05:00	10/10/2018 10:10:00	Completed
88103	10/10/2018 10:10:00	10/10/2018 10:15:00	Completed
88104	10/10/2018 10:15:00	10/10/2018 10:20:00	Completed
88105	10/10/2018 10:20:00	10/10/2018 10:25:00	Completed
88106	10/10/2018 10:25:00	10/10/2018 10:30:00	Completed
88107	10/10/2018 10:30:00	10/10/2018 10:35:00	Completed
88108	10/10/2018 10:35:00	10/10/2018 10:40:00	Completed
88109	10/10/2018 10:40:00	10/10/2018 10:45:00	Completed
88110	10/10/2018 10:45:00	10/10/2018 10:50:00	Completed
88111	10/10/2018 10:50:00	10/10/2018 10:55:00	Completed
88112	10/10/2018 10:55:00	10/10/2018 11:00:00	Completed
88113	10/10/2018 11:00:00	10/10/2018 11:05:00	Completed
88114	10/10/2018 11:05:00	10/10/2018 11:10:00	Completed
88115	10/10/2018 11:10:00	10/10/2018 11:15:00	Completed
88116	10/10/2018 11:15:00	10/10/2018 11:20:00	Completed
88117	10/10/2018 11:20:00	10/10/2018 11:25:00	Completed
88118	10/10/2018 11:25:00	10/10/2018 11:30:00	Completed
88119	10/10/2018 11:30:00	10/10/2018 11:35:00	Completed
88120	10/10/2018 11:35:00	10/10/2018 11:40:00	Completed
88121	10/10/2018 11:40:00	10/10/2018 11:45:00	Completed
88122	10/10/2018 11:45:00	10/10/2018 11:50:00	Completed
88123	10/10/2018 11:50:00	10/10/2018 11:55:00	Completed
88124	10/10/2018 11:55:00	10/10/2018 12:00:00	Completed

Selected specifications

For further details on specifications, please see the LUCAS 3, v3.1 Data Sheet (GDR 3336665) or LUCAS 3, v3.1 Instructions for Use.

Therapy

- Rate: 102 ± 2 compressions per minute
- Depth: 2.1 ± 0.1 inches / 53 ± 2 mm*
- Compression duty cycle: $50 \pm 5\%$
- ACTIVE 30:2 mode: 30:2 compression to ventilation ratio
- ACTIVE Continuous mode
- Ventilation alerts and pauses

Above specifications are factory default settings and for nominal patients. The LUCAS 3, v3.1 setup options allows you to tailor rate, depth and ventilation alerts and pauses within certain values, as well as setting up an optional audible timer, sending device data reports and connecting to Wi-Fi networks.

*For smaller patients with sternum height less than 7.3 inches / 185 mm: 1.5 to 2.1 ± 0.1 inches / 40 to 53 ± 2 mm

Device

Dimension

- Assembled (HxWxD):
22.0 x 20.5 x 9.4 inches / 56 x 52 x 24 cm
- In carrying case (HxWxD):
22.8 x 13.0 x 10.2 inches / 58 x 33 x 26 cm

Weight

- Device with Battery (no straps): 17.7 lbs / 8.0 kg
- Battery: 1.3 lbs / 0.6 kg

Environment

- Operating temperature:
+32°F to +104°F / +0°C to +40°C
-4°F / -20°C for 1 hour after storage at room temperature
- Storage temperature:
-4°F to +158°F / -20°C to +70°C
- Device IP classification (IEC 60529): IP43

Eligible patients

- No patient weight limitation
- Chest height: 6.7 to 11.9 inches / 17.0 to 30.3 cm
- Maximum chest width: 17.7 inches / 44.9 cm

Power specifications

Power source: Proprietary battery alone or with external power supply or car power cable

Battery

- Type: Rechargeable Lithium-ion Polymer (LiPo)
- Capacity: 3300 mAh (typical), 86 Wh
- Voltage (nominal): 25.9 V
- Run time (nominal patient): 45 minutes (typical).
Extended run time connecting to external power supply
- Service life: Recommendation to replace battery every 3 to 4 years or after 200 uses

Power supply

- Input: 100-240VAC, 50/60Hz, 2.3A, Class II
- Output: 24VDC, 4.2A
- Car power cable: 12-28VDC/0-10A
- Charging (at room temperature, +72°F / +22°C)
Using external power supply:
 - Less than two hours
- Using external battery charger:
 - Less than four hours

Your partner in life support



—in the **field**



—on the **move**



—in the **hospital**

Reference:

- Olasveengen TM, Wik L, Steen PA. Quality of cardiopulmonary resuscitation before and during transport in out-of-hospital cardiac arrest. *Resuscitation*. 2008; 76(2):185-90.
- Maule Y. The aid of mechanical CPR: better compressions, but more importantly – more compressions...(translated from French language; Assistance Cardiaque Externe; Masser mieux, mais surtout masser plus...). *Urgence Pratique*. 2011;106:47-48.
- Carmona Jimenez F, Padro PP, Garcia AS, et al., Cerebral flow improvement during GPR with LUCAS, measured by Doppler. *Resuscitation*. 2011; 82S1:30,AP090. [This study is also published in a longer version, in Spanish language with English abstract, in *Emergencias*. 2012;24:47-49]
- Rubertsson S, Karlsten R. Increased cortical cerebral blood flow with LUCAS; a new device for mechanical chest compressions compared to standard external compressions during experimental cardiopulmonary resuscitation. *Resuscitation*. 2015;65(3):357-63.
- Axelsson C, Karlsson T, Axelsson AB, et al. Mechanical active compression-decompression cardiopulmonary resuscitation (ACDCPR) versus manual CPR according to pressure of end tidal carbon dioxide (PETCO2) during CPOR in out-of-hospital cardiac arrest 9OHCA). *Resuscitation*. 2009;80(10):1099-103.
- Putzer G, Braun P, Zimmerman A, et al., LUCAS compared to manual cardiopulmonary resuscitation is more effective during helicopter rescue – a prospective, randomized, cross-over manikin study. *Am J Emerg Med*. 2013 Feb;31(2):384-9.
- Based on internal and external marketing and financial data (as of August, 2018).
- If each device is conservatively used 1/month.
- Case study Regions Hospital St. Paul, GDR 3310844_A.
- Rubertsson S, Lindgren E, Smekal, D et al. Mechanical chest compressions and simultaneous defibrillation vs conventional cardiopulmonary resuscitation in out-of-hospital cardiac arrest. The LINC randomized trial. *JAMA*. 2013;311(1):53-61.
- GDR 3305537 User feedback on LUCAS in prehospital use. Data from four different EMS systems in the US completed 2009. Internal data file.
- Levy M, Yost D, Walker R, et al. A quality improvement initiative to optimize use of a mechanical chest compression device within a high performance CPR approach to out-of-hospital cardiac arrest. *Resuscitation*. 2015;92:32-37.
- Saussy J, Elder J, Flores C, et al. Optimization of cardiopulmonary resuscitation with an impedance threshold device, automated compression cardiopulmonary resuscitation and post-resuscitation in-the-field hypothermia improved short-term outcomes following cardiac arrest. *Circulation*. 2010;122:A256.
- Maule Y. Mechanical external chest compression: A new adjuvant technology in cardiopulmonary resuscitation. (Translated from French Language: L'assistance cardiaque externe: nouvelle approche dans la RCP.) *Urgences & Accueil*. 2007;29:4-7.
- Axelsson C, Herrera M, Fredriksson M, et al. Implementation of mechanical chest compression in out-of-hospital cardiac arrest in an emergency medical service system. *Am J Emerg Med*. 2013;31(8):1196-1200.
- Pepe PE, Scheppke KA, Antevy PM et al., Abstract 15255: How would use of flow-focused adjuncts, passive ventilation and head-up CPR affect all-rhythm cardiac arrest resuscitation rates in a large, complex EMS system? *Circulation*. 2016;134:A15255.
- Sporer K, Jacobs M, Derevin L, et al. Continuous quality improvement efforts increase survival with favorable neurologic outcome after out-of-hospital cardiac arrest. *Prehosp Emerg Care*. 2017;21(1):1-6.
- Anantharaman V, Ng B, Ang S, et al. Prompt use of mechanical cardiopulmonary resuscitation in out-of-hospital cardiac arrest: The MECCA study report. *Singapore Med J*. 2017;58(7):424-431.
- Wagner H, Madsen Hardig B, Rundgren M et al., Mechanical chest compressions in the coronary catheterization laboratory to facilitate coronary intervention and survival in patients requiring prolonged resuscitation efforts. *Scand J Trauma Resusc Emerg Med*. 2016; 24:4.
- Salcido DD, Stephenson AM, Condie JP et al., Incidence of rearrest of spontaneous circulation in out-of-hospital cardiac arrest. *Prehosp Emerg Care*. 2010;14(4):413-8.
- Lerner EB, O'Connell M, Pirralo RG. Rearrest after prehospital resuscitation. *Prehosp Emerg Care*. 2011;15(3):50-4.
- William P, Rao P, Kanakadandi U, et al. Mechanical cardiopulmonary resuscitation in and on the way to the cardiac catheterization laboratory. *Circ J*. 2016;25;80(6):1292-1299.
- LUCAS brochure GDR 3303294_B.

The LUCAS 3 device is for use as an adjunct to manual CPR when effective manual CPR is not possible (e.g., transport, extended CPR, fatigue, insufficient personnel).

Physio-Control is now part of Stryker.

For further information, please contact your Stryker or Physio-Control representative or visit our website at www.physio-control.com

Physio-Control Headquarters


11811 Willows Road NE
Redmond, WA 98052
www.physio-control.com

Customer Support

P. O. Box 97006
Redmond, WA 98073
Toll free 800 442 1142
Fax 800 426 8049

Physio-Control Canada

Physio-Control Canada Sales, Ltd.
45 Innovation Drive
Hamilton, ON
L9H 7L8
Canada
Toll free 800 895 5896
Fax 866 430 6115

 **Jolife AB**, Scheelevägen 17, Ideon Science Park, SE-223 70 LUND, Sweden

Delaware County
Political Contribution Disclosure Form

Background: Under Section 6-12.E of the Administrative Code of Delaware County, Contractors under certain Covered Contracts are required to provide this Disclosure Form in connection with consideration of approval of such Covered Contract by County Council. ***Definitions of Contractor, Covered Contract, and certain other terms used in this Disclosure Form, as well as additional instructions for its completion, are set forth in Exhibit A attached hereto.***

Political Contribution Disclosure: Within the past twenty-four (24) months, Contractor* has:

NOT made any Reportable Contributions.

made Reportable Contributions as set forth on Schedule A attached hereto.

**Includes entities and persons related to a Contractor whose contributions are also required to be reported, as further described in the definition of "reportable contribution" on Exhibit A.*

Type of Business Entity

Corporation LLC Sole Proprietorship Other: (describe)
Limited Partnership Partnership LLP _____

Certification: In order for this Disclosure Form to be considered validly submitted, it must be properly signed by the Contractor or an officer or employee of the Contractor that is authorized to make this certification. Disclosure Forms that are not properly signed will not be considered as responsive to the requirements of the Delaware County Administrative Code.

By executing below, you:

- (1) Declare and certify that you are the Contractor or an employee or officer of the Contractor and duly authorized to execute this Disclosure Form.
- (2) Represent and warrant that, to the best of your knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.
- (3) Acknowledge and agree to comply with the provisions described in Exhibit A.

Name of Contractor: Stryker Medical

By: Russell Holloway

Name: Russell Holloway

Title: Emergency Care Account Manager

Date: 10/30/2023

Exhibit A
Delaware County
Political Contribution Disclosure Form

Definitions and Instructions

Timing.

Contracts subject to an RFP/Q, Invitation to Bid or other Solicitation – the Solicitation will have explicit instructions on when and how to submit this Disclosure Form. Please follow those instructions.

Other Contracts -- Disclosure Forms must be received by the County at least eight (8) days prior to the County Council meeting at which the approval of a contract will be considered. They should be submitted by e-mail to CentralPurchasing@co.delaware.pa.us.

In either case, failure to timely provide this Disclosure Form may delay consideration of your contract by County Council.

Public Posting; Right to Know Law.

The Disclosure Form for the selected Contractor is sought will be posted on the County website prior to the County Council meeting at which approval of the Covered Contract will be considered and included in the Agenda materials for such meeting.

The County will also provide copies of Disclosure Forms (whether or not the Contractor is awarded a Covered Contract) in response to requests under the Pennsylvania Right to Know Law.

Ongoing Reporting.

By January 30 of each year, commencing January 1, 2023, each Covered Contractor under a Covered Contract with a term exceeding one year is required to provide the County Clerk with an updated Disclosure Form showing any reportable contributions in the prior year or indicating that there are none. If a Contractor does not provide the required disclosure form within thirty (30) days of written notification from the County Solicitor of its failure to timely provide such form, the applicable Covered Contract is subject to being voided by County Council.

Penalties.

Any Contractor which fails to provide the Disclosure Form or which submits a Disclosure Form which is materially inaccurate may be banned as a contractor or subcontractor to the County for a period of up to three (3) years, and/or, to the extent legally permitted, the covered contract in question may be terminated, in each case, by a majority vote of County Council following such investigation and consideration of such evidence as County Council deems appropriate or by action of such other entity or body as may be designated by resolution of County Council.

Definitions.

“Contractor” means any non-governmental person, corporation, partnership, association or other entity, whether or not for profit, and includes any subcontractor which is reasonably anticipated to receive compensation of \$50,000 or more under the applicable Covered Contract. *See the definition of “Reportable Contribution” below for entities and persons related to a contractor whose contributions are also required to be reported.*

“Covered Candidate” means any individual who seeks nomination or election to the following offices by vote of the electorate (whether or not such individual is nominated or elected): (1) County Council, District Attorney, Sheriff, Controller or Register of Wills in Delaware County; (2) Judge of the Court of Common Pleas of Delaware County or the Magisterial District Courts of Delaware County; (3) any seat in the Pennsylvania General Assembly which represents residents of Delaware County; or (4) any state-wide office in Pennsylvania (non federal).

An individual shall be deemed to be seeking nomination or election to an office if such individual has:

- (1) received a contribution or made an expenditure or given consent for any other person or committee to receive a contribution or make an expenditure for the purpose of influencing his nomination or election to such office, whether or not the individual has announced the specific office for which he or she will seek nomination or election at the time the contribution is received or the expenditure is made; or
- (2) taken the action necessary under the laws of Pennsylvania to qualify for nomination or election to such office.

The term shall include individuals nominated or elected as write-in candidates unless they resign such nomination or elected office within 30 days of having been nominated or elected.

“Covered Contract” means any contract, agreement, memorandum of understanding or other arrangement which is (i) required to be approved by County Council and (ii) under which a Covered Contractor provides or leases goods, supplies, materials, equipment, consulting, professional or other services, and/or property to the County, whether or not payments under the Covered Contract are anticipated to be made from general revenues or another specified source of funds, but does not include grant agreements under which the County is the grantee.

“Political contribution” means any advance, conveyance, deposit, distribution, transfer of funds, loan, payment, pledge, purchase of a ticket to a testimonial or similar fund-raising affair, or subscription of money or anything of value, except volunteer services, in connection with a political campaign, and any contract, agreement, promise or other obligations, whether or not legally enforceable, to make a political contribution.

“Reportable Contribution” means a political contribution, to:

- (A) A Covered Candidate.
- (B) Any Pennsylvania state committee of a political party, any County committee of a political party or any committee of a political party established at the municipal level for a municipality in the County.
- (C) A contribution to a political action committee with the intent or expectation that some or all of such contribution will be directed to a covered candidate. This intent shall be presumed if a political action committee only supports one or more covered candidates.
- (D) A contribution to a political action committee controlled by a person or entity described in clauses (1) through (5) below.

Reportable contributions include contributions by: (1) a Contractor; (2) any corporate parent, subsidiary or other affiliate of a Contractor; (3) an officer or director of a Contractor; (4) a shareholder or partner of a Contractor with a 5% or greater ownership interest; and (5) the spouse of any person or entity listed in the preceding clauses; and shall also include any contribution reimbursed by a person or entity listed in clauses (1) through (5).

Questions.

Questions regarding the Disclosure Form may be directed to CentralPurchasing@co.delaware.pa.us.

Schedule A
 Delaware County
 Political Contribution Disclosure Form

Reportable Contributions within Past 24 Months

Name of Contractor: _____

Date: _____

<u>Contributor*</u>	<u>Candidate</u>	<u>Date</u>	<u>Amount</u>	<u>Relationship of Contributor to Contractor</u>

**Reporting required for Contractor and all other entities and persons related to Contractor whose contributions are also required to be reported, as further described in the definition of "reportable contribution" on Exhibit A.*



Founded 1912

PENNSYLVANIA DISTRICT ATTORNEYS ASSOCIATION

2929 North Front Street, Harrisburg, PA 17110 • Phone (717) 238-5416 • Fax (717) 231-3912 • www.pdaa.org

EXECUTIVE COMMITTEE

March 14, 2023

KEVIN R. STEELE
Montgomery County
President

Dr. Debra Bogen
Acting Secretary, Department of Health
Health & Welfare Building
625 Forster Street
Harrisburg, PA 17120

BRIAN R. SINNETT
Adams County
Vice-President

DAVID A. STROUSE
Clinton County
Secretary-Treasurer

RE: Temporary Scheduling of Xylazine and Nitazines

MICHAEL PIECUCH
Snyder County
Immediate-Past President

Dear Acting Secretary Bogen:

MATTHEW D. WEINTRAUB
Bucks County

On behalf of the Pennsylvania District Attorneys Association, I am writing to request that, pursuant to your authority to temporarily schedule substances as controlled substances, you schedule two very dangerous and deadly substances not already scheduled: xylazine and the nitazine class of compounds.

DAVID W. SUNDAY, JR.
York County

As you are aware, under Act 37 of 2016, the Department of Health (DOH) has the authority to temporarily schedule a substance should the DOH Secretary find "that doing so is necessary to avoid an imminent hazard to public safety." As we discuss below, the use of xylazine and nitazines by humans represents an imminent hazard to public safety and, if left unscheduled, the hazard will continue to grow, our communities will suffer, and more lives will be lost.

KATIE CHARLTON
Armstrong County

MARK J. POWELL
Lackawanna County

MICHAEL A. O'PAKE
Schuylkill County

Xylazine

By way of background, and as you are no doubt aware, xylazine is a sedative drug used in veterinary medicine. It is not approved or intended for human consumption because it is not safe for use in humans. Significantly, the FDA has concluded that using it may result in life-threatening effects. The FDA unequivocally concludes that xylazine should not be used by humans.¹

DEBORAH RYAN
Chester County

JOHN T. ADAMS
Berks County
Communications Chair

The FDA's conclusion is important. The effects of xylazine use by humans is devastating. It can cause or contribute to death.

FRANCIS T. CHARDO
Dauphin County
Legislative Chair

STEPHEN A. ZAPPALA, JR.
Allegheny County
Appellate Chair

Additionally, it can cause wounds to open easily and heal slowly. Users and medical professionals report not only injection-site wounds, but some wounds on body parts users have never injected into. If the wounds are not treated, the result may be amputation. Xylazine can also cause hours-long blackouts. Central nervous system and respiratory depression, hypotension, bradycardia, hypothermia, miosis, or high blood glucose levels may also result from xylazine use. Xylazine is not

EXECUTIVE DIRECTOR

GREG ROWE, ESQUIRE

¹ <https://rb.gy/gsla35>



Founded 1912

PENNSYLVANIA DISTRICT ATTORNEYS ASSOCIATION

2929 North Front Street, Harrisburg, PA 17110 • Phone (717) 238-5416 • Fax (717) 231-3912 • www.pdaa.org

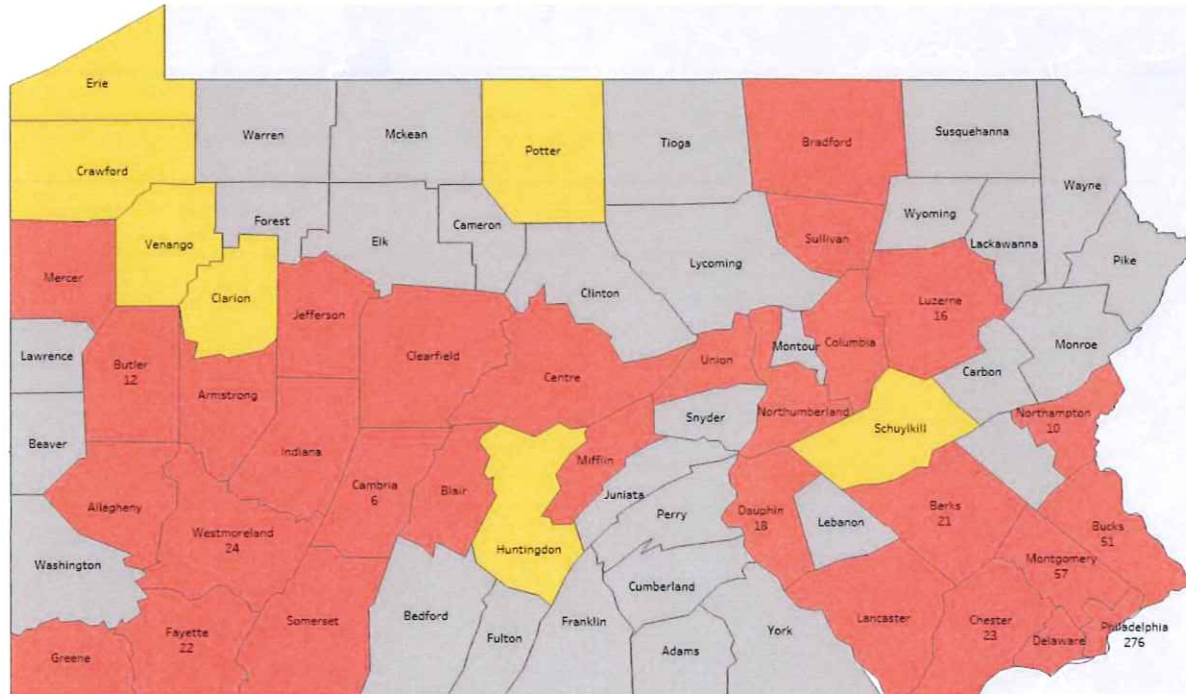
PDAA Letter, Page 2
March 14, 2023

detected by routine toxicology screens, repeated exposure to xylazine may become dependent and experience severe withdrawal symptoms.²

Even worse, because xylazine is not an opioid, naloxone does not reverse its effects.³ The problems directly associated with xylazine are getting worse. According to your Department⁴, the number of overdose deaths where xylazine contributed to the deaths has increased significantly:

2017	0
2018	51
2019	259
2020	376
2021	575

Further according to your Department⁵, in 2021, 30 counties saw cases where Xylazine contributed to individual deaths.



² *Id.*; <https://rb.gy/ruhwoz>

³ <https://rb.gy/wotmni>; <https://rb.gy/ml083j>

⁴ PA DOH, Emerging Trends, Xylazine, 2022.

⁵ *Id.*



Founded 1912

PENNSYLVANIA DISTRICT ATTORNEYS ASSOCIATION

2929 North Front Street, Harrisburg, PA 17110 • Phone (717) 238-5416 • Fax (717) 231-3912 • www.pdaa.org

PDAA Letter, Page 3
March 14, 2023

The predictions by the DEA are alarming:

- The detection of xylazine in drug mixtures – particularly in combination with fentanyl – is increasing across the country.
- The emergence of xylazine across the United States appears to be following the same path as fentanyl, beginning with white powder heroin markets in the Northeast before spreading to the South, and then working its way into drug markets westward.
- This pattern indicates that use of xylazine as an adulterant will likely increase and be commonly encountered in the illicit fentanyl supply.
- Xylazine use throughout the United States may also follow the pattern seen in Puerto Rico and emerge as a drug of abuse on its own in the future.⁶

These are not theoretical concerns. We know, for example, that in 2021, 90% of street opioid samples in Philadelphia contained xylazine.⁷

For all these reasons, we respectfully request that the Department consider scheduling xylazine under its powers pursuant to Act 37 because xylazine represents a public and community danger that will grow without intervention by your Department.

Nitazene

We also ask that you consider scheduling the nitazene class of compounds pursuant to Act 37. These unscheduled drugs are extraordinarily dangerous and have no legitimate human purpose, but unfortunately they remain unscheduled. This group of drugs include Isotonitazene, Protonitazene, Flunitazene, Metodesnitazene, Metonitazene, Etonitazene, Butonitazene and Etodesnitazene, which have all been scheduled by the DEA.

Consider the following from the DEA:

Isotonitazene (aka nitazene or "ISO") is a particular synthetic opioid the DEA is seeing move into the area. First identified around 2019 in the Midwest, this dangerous drug has moved into the Southern states and, more recently, along the Eastern seaboard. Much more potent than heroin and morphine (similar to fentanyl), ISO is being mixed into and marketed as other drugs to make drugs more potent and cheaper to produce. The major concern: This drug can and has caused deadly overdoses in unsuspecting victims.⁸

⁶ <https://rb.gy/ml083j>

⁷ <https://rb.gy/kkgwwc>

⁸ <https://rb.gy/36izte>



Founded 1912

PENNSYLVANIA DISTRICT ATTORNEYS ASSOCIATION

2929 North Front Street, Harrisburg, PA 17110 • Phone (717) 238-5416 • Fax (717) 231-3912 • www.pdaa.org

PDAA Letter, Page 4
March 14, 2023

Nitazenes are more potent than fentanyl (up to 40 times more potent) and are being increasingly detected in the United States, in large part because they are easily produced in homegrown laboratories. Sadly, there is limited understanding of an effective approach to treatment.⁹ And it only takes a small amount of a nitazene to produce a high, less than fentanyl.¹⁰

It appears that while naloxone may be effective against nitazene overdoses, 3-4 doses are required to save an individual's life. According to the CDC, "of concern is that Nitazenes are increasingly recorded in toxicology reports and death certificate cause-of-death fields."¹¹

Unfortunately, nitazenes are already in Pennsylvania, and Philadelphia officials have already sounded the alarm. According to the Philadelphia Department of Health, a nitazene was present in Philadelphia as early as October, 2022.¹² And health officials in other states have expressed similar concerns, including Ohio and Tennessee.¹³

Given that nitazenes are potentially more deadly than fentanyl, that it takes multiple uses of Naloxone to save someone from an overdose, that use of the deadly drug is spreading in different parts of the country, and that there is no appropriate human use of it, significant harm will occur if it is not quickly scheduled.

For these reasons, we respectfully request that you schedule Xylazine and the nitazene class of compounds in order to save lives and ensure community safety.

Respectfully,

Greg A. Rowe, Executive Director

⁹ <https://rb.gy/oqcefb>; <https://rb.gy/a4zlbq>

¹⁰ <https://rb.gy/nles6b>

¹¹ <https://rb.gy/927pf4>

¹² <https://rb.gy/h5zzra>; <https://rb.gy/yvbltc>

¹³ <https://rb.gy/ody8io>; <https://rb.gy/a4zlbq>

CROZER HEALTH

To: Director Tim Boyce, DELCO Dept. Of Emergency Services

Delaware County Council Members

From: Bruce D. Egan, Jr.

Date: October 28, 2023

CC: Delaware County Emergency Health Services Council

Delaware County Fire and EMS Chiefs Association

Delaware County Public Safety Advisory Board

Re: **Letter of Support and Purchase of Lucus Mechanical CPR Devices**

I am writing this letter of support that Delaware County Council approve the purchase of LUCUS Devices for the citizens and visitors of Delaware County. I strongly recommend utilizing some of the 63 million dollars from the Opioid Settlement funding that our county is set to receive to purchase this life saving equipment.

I represent many Delaware County EMS personnel that are on the front lines of providing prehospital care across the county. We see the devastating effects of the opioid problem daily. We routinely find victims in cardiac arrest and the LUCUS device would help us provide lifesaving mechanical chest compressions.

Some of our EMS services have purchased these devices already over the last few years, however, many departments have not. This has caused inequality of available lifesaving resources, especially in some of our economically challenged areas including Upper Darby Township and the City of Chester.

I would like to provide some background on information that I have obtained by the Delaware County CID division of the DELCO DA Office. From January 2023 to July 2023 there were 95 deaths across the county as a result of an overdose, mainly opioid type overdoses. With the increase in overdoses via heroin, fentanyl and now Xylazine and Nitazine making the LUCUS Device more readily available will help emergency responders in our county provide uninterrupted and appropriate CPR.

I am attaching to this letter the LUCS Device brochure so you can see what the device is. I am also attaching a letter from the PA DA Association that was written to Dr. Debra Bogen, the Acting Director of the PA Department of Health stressing awareness of Xylazine and Nitazine overdoses in the state of PA.

I would also like to state that this initiative is supported by several organizations in Delaware County including The Delaware County Emergency Health Services Council, Delaware County Fire and EMS Chiefs Association and finally the Public Safety Advisory group to Delaware County Council.

Be Well. Do Good.

CROZERHEALTH

This equipment is expensive and out of reach of many EMS and Fire Department services. We need your help in obtaining the funding for this equipment. I am passionate about this project as I know it will provide favorable outcomes for patients and it is in the best interest of all Delaware County residents.

Should you have any questions regarding my support and recommendation of purchase of the LUCUS Devices, please feel free to contact me at 610-574-9910.

Sincerely,

Bruce D. Egan, Jr.

Bruce Egan, MS, NRP
Administrative Director
Chief of Emergency Medical Services Crozer Health
VP of DELCO Emergency Health Services Council
Member of DELCO Public Safety Advisory Board



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Jeffrey Lange, Medical Examiner/Coroner

ITEM TYPE: Grant

AGENDA SECTION: Grants

SUBJECT: Approval to apply for a Grant under the U.S. Department of Justice, BJA FY24 Strengthening the Medical Examiner-Coroner System Program, in the amount of \$100,000.00 through the Millennium Strategies grant manager.

EXPENSE BUDGET LINE ITEM ACCOUNT: 11938

ESTIMATED/ACTUAL COST OF REQUEST: 100,000.00

FUNDING SOURCE: Grant

REVENUE TYPE:

PURCHASING:

GRANTS: Approval to Submit Grant

ADDITIONAL COMMENTS: The purpose of the U.S. Department of Justice BJA FY24 grant is for Medical Examiner/Coroner Office Accreditation. The Delaware County Office of the Medical Examiner will require specific equipment in order to achieve its goals of being accredited.

ATTACHMENTS:

- [MinXray.pdf](#)
- [QU-0707125-B_Del_Cty_Dr_Chru_DM2000_single_head_no_camera.pdf](#)
- [QU-0748457-B_Del_Cty_Dr_Chru_DM2000_face_to_face_camera.pdf](#)
- [Del Cty 10-16-23.pdf](#)



October 12, 2023

Jeffrey E. Lange
Delaware County Office of the Medical Examiner
340 North Middletown Road (Fair Acres-Building 19)
Lima, PA 19037-0496
Email| langej@co.delaware.pa.us
Main| 610-891-5953
Direct|484-861-4325
Fax| 484-846-8457

MinXray, Inc.; 3611 Commercial Ave.; Northbrook, IL, 60062; 800-221-2245 is pleased to provide the following estimate:

1. CMDR.CW.100 MinXray Wireless Direct Radiography System MinXray's CMDR.CW.100 is a complete mobile direct radiography system. The system utilizes a wireless imaging panel coupled with MinXray's portable HF100H+ x-ray unit. The system is easily moved like a two-wheel cart, the wireless panel slips out of its protective sleeve, and the system sets up in less than one minute. The system is composed of the following components:

- 1 ea. Wireless Cesium DR Imaging Panel
- 1 ea. Software Package (Acquisition Viewing Software with DICOM Send
- 1 ea. HF100H+ High Frequency Portable X-Ray Unit — ✓ ✓
- 1 ea. XGS Portable Mobile with 16" wheels and folding legs
- 1 ea. Dell Lap Top Computer
- 1 ea. Reina Imaging protective cover
- 1 ea. Lead apron
- 1 ea. Mobile Cassette holder

System Total: \$44,500.00



NOTES:

1. Place Order @ sales@minxray.com or by phone: 800-221-2245; or by fax: 847-5649040
2. Technical Service available 8:30 AM – 5:00PM CST Monday – Friday call (800-2212245 or 847- 564-0323): **Included**
3. Email Hot Line (drimaging@minxray.com): **Included**
4. Remote Electronic Service: **Included**
5. This product conforms to all applicable DHHS radiation standards of 21 CFR Chapter 1 Subchapter J as of the date of manufacture. Please review your state and local regulations before purchasing this product.

PAYMENT TERMS:

1. 60% on order, balance prior to shipping.
2. Price does not include applicable sales taxes

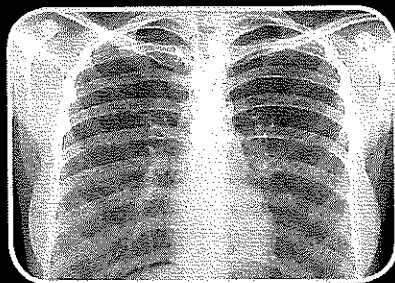
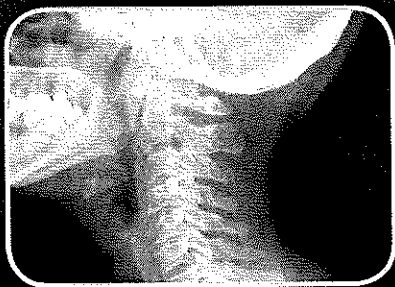
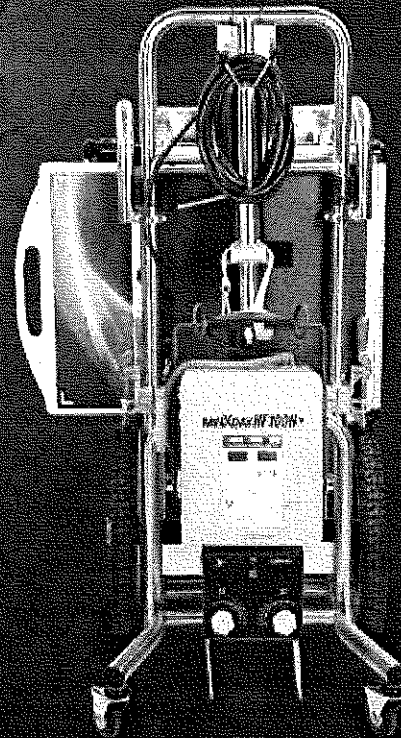
WARRANTY TERMS: (The warranty period begins at the date of shipment. The warranty does not cover any damage due to misuse, neglect or dropping.

MinXray warrants the CMDR.CW.100 follows:

1. MinXray HF100H+ portable x-ray generator: 5 Years
2. XGS mobile stand: 2 Years
3. Wireless DR panel: 5 Years
4. Laptop computer: 3 Years
5. DX-R acquisition and viewing software: 2 Years

Michael J Cairnie
MinXray, Inc.
mcairnie@minxray.com
847-564-0323 (o)
910-977-0969 (c)

CMDR.CW.100.S



The **CMDR.CW.100.S** is a complete portable digital radiography system featuring a wireless Cesium Iodide Flat Panel Detector. When paired with MinXray's **HF100H+** portable x-ray unit and **XGS MK7** stainless steel, wheeled transport stand, the system is easily moved and positioned as required for portable imaging. The Flat Panel Detector is securely stored and protected on the transport stand and easily removed when needed. The total system setup time is less than one minute.

The **CMDR.CW.100.S** features:

- Ultra-durable, compact and low weight design
- Easy transport and quick setup
- High functionality for in-field imaging with wireless detector
- Fast and efficient workflow
- Remote access capability for servicing and support
- 5 Year full system warranty!

MINXRAY[®]
MINXRAY INC.

Where you care, we're there.

CMDR.CW.100.S

MINXRAY HF100H+ HIGH FREQUENCY PORTABLE X-RAY UNIT

X-RAY OUTPUT	30-20 mA@40-100 kVDC, 0.6-120 mAs
INPUT LINE VOLTAGE	100-140 VAC or 200-260 VAC
TOTAL FILTRATION WITH COLLIMATOR	3.2 mm Al equivalent
COLLIMATOR	Collimate continuously adjustable light beam type with central beam indicator

CSI WIRELESS DIGITAL IMAGING PANEL (FPD)

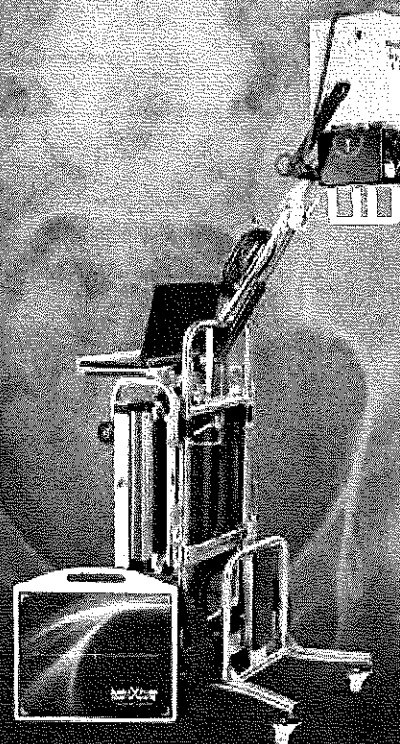
INPUT LINE VOLTAGE	Csl Direct Deposit
EXPOSURE CONTROL	F ² AED™ Full-Field Automatic Exposure Detection
PIXEL PITCH	154 µm
PIXELS	2816 x 2304 (approximately 6.5 million)
IMAGE SIZE	14" x 17" (35 x 43 cm)
LIMITING RESOLUTION	3.3 lp/mm
A/D CONVERSION	16 bits
OUTPUT DATA	16 bit grayscale
PREVIEW IMAGE ACCESS TIME	4-5 seconds
MTF (2LP/MM)	40%
DQE (0)	65% typ
POWER (VOLTAGE/FREQUENCY)	100-240V AC
OPERATION ENVIRONMENT	Sensor unit: 41-95°F (5-35°C) 10-75% RH (non-condensing)
DIMENSIONS (SENSOR UNIT)	384 x 460 x 15 mm
WEIGHT (SENSOR UNIT)	8.2 lbs (3.7 kg)

For more information about MinXray products, contact your local dealer or MinXray at:

MinXray, Inc.
3611 Commercial Avenue
Northbrook, Illinois 60062 USA
1-847-564-0323

Toll Free: 1-800-221-2245 (U.S. & CA)
E-mail: info@minxray.com
Web: www.minxray.com

© 2019 MinXray, Inc. All rights reserved. Specifications subject to change without notice.



Ordering Information

The CMDR.CW.100.S includes:

- 1 ea. HF100H+ High Frequency Portable X-ray Unit
- 1 ea. Csl Wireless FPD
- 1 ea. Laptop or Tablet
- 1 ea. MinXray DXR Imaging Software
- 1 ea. Ruggedized, Stainless Steel Portable Stand

Options:

- MinXray **HF120/60H PowerPlus™**
60-20 mA@40-120 kVDC, 0.2 - 300 mAs
- HF100HSTC Transport Case

CMDR system net weight: 143 lb. (65 kg)
Total weight in transport case: 253 lb. (115 kg)

Data Output and Network Connection

- Ethernet: 10/100/1000 Base T, RJ 45 standard, wireless
- Data Output: DICOM 3.0 compliant,
Print Management Class (SCU), Storage
Service Class (SCU) and others

Indications for Use

Intended for use by a qualified/trained physician or technician on both adult and pediatric subjects for taking diagnostic x-rays. Not for mammography. Rx only.

MINXRAY®

MINXRAY INC

Where you care, we're there.



I. Miller Precision Optical
325 Bustleton Pike
Feasterville Trevose PA 19053
Sales@imillermicroscopes.com
215-925-2285 - Office



Quote #: QU-0707125-B
Date 1/5/2024
Valid Until 2/2/2024

QUOTATION

Delaware County Office of the Medical Examiner

Chief Medical Examiner

Lima PA

Dr. Albert Chu
chua@co.delaware.pa.us

Sales Contact

Spencer Eggen
Phone: 215-485-6448
spencer.eggen@imillermicroscopes.com

Customer Service Contact

Larry Miller
Phone: 215-925-2285
Fax: 215-925-8374
sales@imillermicroscopes.com

DM2000 LED for transmitted light

[See Online](#)

Leica DM2000 LED for transmitted light
Ergonomic system microscope Leica DM2000 LED with long-life, bright, similar to daylight LED illumination (transmitted light) for comfortable work in many applications delivers excellent optical performance for reliable results. The LED illumination features constant color temperature independent from light intensities and magnifications.

Extremely versatile microscope system, can be optionally equipped for dark field, phase contrast, polarization contrast, fluorescence, and DIC to suit the needs of modern laboratories. The ergonomic features like height adjustable focus knobs, symmetrical operation of focus and coaxial drive and a wide range of ergonomic accessories help to ensure fatigue-free work at the microscope.



#	Items	Quantity	List Price	Net Price
10	Leica DM2000 LED 11888843	1	2,359.00	2,359.00
20	Focusing drive 2-step 11888143	1	872.00	872.00
30	Rev. nosepiece 6-fold for DM2000/2500 11888140	1	697.00	697.00
40	Rubber focus knobs for DM2000/2500/3000 11888137	1	62.00	62.00
50	Condenser CL/PH 0.90/1.25 Oil, S1, CC 11505197	1	219.00	219.00
60	Condenser lens CL/LS 11501231	1	40.00	40.00
70	Diffusion disc slide CL 11505091	1	69.00	69.00
80	ROTATING POLARIZER FOR DM1000/2000 IM-POL	1	492.00	492.00
90	Analyzer L ICT/P 11555045	1	472.00	472.00
100	ErgoStage with Ceramic Plate f. DM2-3000 11888186	1	1,128.00	1,128.00
110	Slide holder one hand slide change 11505196	1	90.00	90.00
120	XY-stage control telescopic, torqueadj. 11888154	1	229.00	229.00
130	Ergonomic tilting tube HC LVB 0/4/4 11501504	1	2,341.00	2,341.00
140	Eyepiece HC PLAN s 10x/22 Br. M 11507820	2	358.00	716.00
150	Obj. N PLAN 2.5x/0.07 11506083	1	815.00	815.00

#	Items	Quantity	List Price	Net Price
160	Obj. HI PLAN 4x/0.10 11506226	1	162.00	162.00
170	Obj. HI PLAN 10x/0.25 11506228	1	270.00	270.00
180	Obj. HI PLAN 40x/0.65 11506236	1	464.00	464.00
190	Obj. HI PLAN 63x/0.75 11506237	1	809.00	809.00
200	Dust cover DM2000/2500/3000, LB2, LM, LP 11501073	1	62.00	62.00
210	Power cable, 2 m, USA 10445661	1	38.00	38.00
220	Installation and set up of Microscope IM-INSTALL	1	500.00	500.00
Section Net Subtotal			USD 12,906.00	

Quotation Totals

Sub Total	USD 12,906.00
Fall Promotional Discount	(5.00%) -645.30
Shipping & Insurance	576.00
Grand Total Excluding Taxes	USD 12,836.70

Terms and Conditions

Currency: USD

Payment Terms: Net 30

Shipping Terms: ExWorks

Valid Until: 2/2/2024

Sales Contact

Spencer Eggen

Phone: 215-485-6448

spencer.eggen@imillermicroscopes.com

Customer Service Contact

Larry Miller

Phone: 215-925-2285

Fax: 215-925-8374

sales@imillermicroscopes.com

Please send all Purchase Orders to orders@imillermicroscopes.com

ALL PAYMENTS VIA CREDIT CARD ARE SUBJECT TO A 3% CREDIT CARD PROCESSING FEE

www.imillermicroscopes.com



I. Miller Precision Optical
325 Bustleton Pike
Feasterville Trevose PA 19053
Sales@imillermicroscopes.com
215-925-2285 - Office



Quote #: QU-0748457-B
Date 1/5/2024
Valid Until 2/2/2024

QUOTATION

Delaware County Office of the Medical Examiner

Chief Medical Examiner

Lima PA

Dr. Albert Chu
chua@co.delaware.pa.us

Sales Contact

Spencer Eggen
Phone: 215-485-6448
spencer.eggen@imillermicroscopes.com

Customer Service Contact

Larry Miller
Phone: 215-925-2285
Fax: 215-925-8374
sales@imillermicroscopes.com

DM2000 LED for Medical Examination

[See Online](#)

Leica DM2000 LED for transmitted light
Ergonomic system microscope Leica DM2000 LED with long-life, bright, similar to daylight LED illumination (transmitted light) for comfortable work in many applications delivers excellent optical performance for reliable results. The LED illumination features constant color temperature independent from light intensities and magnifications.
The ergonomic features like height adjustable focus knobs, symmetrical operation of focus and coaxial drive, optional ergotubes and a wide range of ergonomic accessories help to ensure fatigue-free work at the microscope.



#	Items	Quantity	List Price	Net Price
10	Leica DM2000 LED 11888843	1	2,359.00	2,359.00
20	Focusing drive 2-step 11888143	1	872.00	872.00
30	Rev. nosepiece 6-fold for DM2000/2500 11888140	1	697.00	697.00
40	Rubber focus knobs for DM2000/2500/3000 11888137	1	62.00	62.00
50	Condenser CL/PH 0.90/1.25 Oil, S1, CC 11505197	1	219.00	219.00
60	Condenser lens CL/LS 11501231	1	40.00	40.00
70	Diffusion disc slide CL 11505091	1	69.00	69.00
80	ErgoStage with Ceramic Plate f. DM2-3000 11888186	1	1,128.00	1,128.00
90	Slide holder one hand slide change 11505196	1	86.00	86.00
100	XY-stage control telescopic, torqueadj. 11888154	1	229.00	229.00
110	Ergonomic tilting tube HC LVB 0/4/4 11501504	1	2,341.00	2,341.00
120	Eyepiece HC PLAN s 10x/22 Br. M 11507820	2	358.00	716.00
130	Obj. N PLAN 2.5x/0.07 11506083	1	815.00	815.00
140	Obj. HI PLAN 4x/0.10 11506226	1	154.00	154.00
150	Obj. HI PLAN 10x/0.25 11506228	1	270.00	270.00

#	Items	Quantity	List Price	Net Price
160	Obj. HI PLAN 40x/0.65 11506236	1	464.00	464.00
170	Obj. HI PLAN 63x/0.75 11506237	1	809.00	809.00
180	Power cable, 2 m, USA 10445661	1	38.00	38.00
190	Installation and set up of Microscope IM-INSTALL -Includes set up of all hardware and training on camera software	1	500.00	500.00
Section Net Subtotal			USD 11,868.00	

Optional Items

#	Items	Quantity	List Price	Net Price
200	ROTATING POLARIZER FOR DM1000/2000 IM-POL	1	492.00	492.00
210	Analyzer L ICT/P 11555045	1	472.00	472.00

Optional Items are not included in the total of Quote

DM2000 LED for Medical Examination

Product Net Subtotal USD 11,868.00

Camera

#	Items	Quantity	List Price	Net Price
220	Flexacam i5 (Compound) 12730537	1	1,950.00	1,950.00

#	Items	Quantity	List Price	Net Price
	-Leica i5 Digital Camera			
Section Net Subtotal				USD 1,950.00

Camera

Product Net Subtotal

USD 1,950.00

Leica Multiple Viewing Systems for DM1000 - 3000

[See Online](#)

Leica DM Multiple Viewing Systems for microscopes Leica DM1000 - 3000 in sturdy metal design offer excellent stability for multiuser work in the laboratory. Connected to one of the mentioned microscopes, the device features excellent optical quality of the microscopic image for efficient work of multiple users with the same specimen. Easy and comfortable for discussions with peers, as well as for teaching of residents and students.

Leica Multiple Viewing Systems

#	Items	Quantity	List Price	Net Price
230	DM Face to Face Station 11622010	1	3,447.00	3,447.00
240	Standard tube HC -/4/4 11505193	1	708.00	708.00
250	Eyepiece HC PLAN 10x/20 BR.M 11507802	2	299.00	598.00
260	Housse P. Systeme de discussion 2-3 obs 11622400	1	118.00	118.00
	-Dust cover for multi-head system			
Section Net Subtotal				USD 4,871.00

Leica Multiple Viewing Systems for DM1000 - 3000

Product Net Subtotal

USD 4,871.00

Quotation Totals

Sub Total	USD 18,689.00
I. Miller Winter 2023-2024 Discount	(5.00%) -934.45
Shipping & Insurance	576.00
Grand Total Excluding Taxes	USD 18,330.55

Terms and Conditions

Currency: USD

Payment Terms: Net 30

Shipping Terms: ExWorks

Valid Until: 2/2/2024

Sales Contact

Spencer Eggen

Phone: 215-485-6448

spencer.eggen@imillermicroscopes.com

Customer Service Contact

Larry Miller

Phone: 215-925-2285

Fax: 215-925-8374

sales@imillermicroscopes.com

Please send all Purchase Orders to orders@imillermicroscopes.com

ALL PAYMENTS VIA CREDIT CARD ARE SUBJECT TO A 3% CREDIT CARD PROCESSING FEE

www.imillermicroscopes.com





Capital Purchase Proposal

From: William Hurd
Werfen USA LLC
180 Hartwell Rd
Bedford, MA 01730
Cell phone: 610-955-1320
E-mail: whurd@werfen.com

Date: October 16, 2023
Quote: 6000197419
Expiration date: April 28, 2024
Payment Term: Net 30 days
Term: 60 months

To: DELAWARE COUNTY OFFICE OF THE MEDIC
340 NORTH MIDDLETOWN ROAD
LIMA, PA 19037
Attn: Jeffrey Lange
Medical Examiners office

Werfen USA, LLC (Werfen) is pleased to present the attached proposal for your consideration.

Customer agrees to exclusively use consumable products supplied by Werfen to run tests on the instrument(s) included in this proposal. See Product Addendum for all consumables pricing.

The proposal once accepted by the customer and Werfen is not subject to cancellation. Invoicing will commence within 60 days following hardware installation or at system acceptance whichever comes sooner.

Only the terms and conditions set forth herein and those contained herein shall control the transactions between Werfen and DELAWARE COUNTY OFFICE OF THE MEDIC. It is expressly understood and agreed that any terms and conditions put forth by DELAWARE COUNTY OFFICE OF THE MEDIC, including, but not limited to the terms and conditions in any purchase order issued to Werfen, shall be without force and effect.

This Proposal may involve a discount, rebate or price reduction in connection with the products sold. Werfen hereby notifies customer of its disclosure obligation, and customer agrees to properly disclose and appropriately reflect the net prices of all products under this agreement in any costs claimed or charges made to Medicare, Medicaid, and any other federal or state health care programs requiring discount disclosure, and as required by 42 U.S.C § 1320a-7b(b)(3)(A).

To initiate this order, the following documents are required:

- * Purchase Order issued to Werfen USA LLC for instrument(s) referencing Quote N° 6000197419
- * Purchase Order issued to Werfen USA LLC for initial supplies or for one year of sequestered materials



Instrument Addendum

DELAWARE COUNTY OFFICE OF THE MEDIC
340 NORTH MIDDLETOWN ROAD
LIMA, PA 19037
Quote: 6000197419

Instrument(s) delivery Terms: 120 days after receipt of order
Instrument(s) shipping Terms: FOB destination

	Product	Qty.	Avg. Price	Ext. Price
Instruments				
AVOXimeter 4000	000A4000	1	\$11,700.00	\$11,700.00
	Instrument Total	1		\$11,700.00
Accessories				
Printer, Label, AVOX, SII-RD10	000APRNT	1	\$566.50	\$566.50

Warranty / Service

AVOXimeter 4000

Includes 1 -Year Warranty

Post-Warranty Service Pricing

AVOXimeter 4000

Service after warranty is available at an estimated price of \$900.00 annually per instrument.

Service will be provided in accordance with Werfen Standard Service Agreement Terms and Conditions available at: www.werfen.com/na/en/support-client-services

Instrument Order Total \$12,266.50



Product Addendum

DELAWARE COUNTY OFFICE OF THE MEDIC
340 NORTH MIDDLETOWN ROAD
LIMA, PA 19037
Quote: 6000197419

Product	Description	Qty	Unit Price	Annual Value
Reagents				
000QV8	AVOX 4000 100 Pk of Cuvettes	1	\$637.80	\$637.80
Calibrators and Controls				
00003310350	Avox-4 CO-Oximeter Ctrl Level,3x10x1,7mL	1	\$181.50	\$181.50
Consumables				
000AROLL	AVOX Printer Paper for Seiko	1	\$22.60	\$22.60

Estimated monthly consumable spending	\$70.16
Annual Total	\$841.90

The quantities on this Addendum are the estimated quantities needed to perform the testing that has been communicated to Werfen.

Shipment of reagent and supply product(s) placed under pre-scheduled standing orders (a maximum of one per month) shall be FOB Destination with all freight charges paid by Werfen. Additional reagent and supply product(s) may be added to the standing order and will be shipped by Werfen at no additional shipping charge. All other shipments from Werfen, requested by customer, shall be FOB Destination with all freight charges pre-paid by Werfen and invoiced to customer.



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Jeffrey Lange, Medical Examiner/Coroner

ITEM TYPE: Professional Service Agreement

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of a Professional Services Agreement between the County of Delaware and NMS Labs for forensic laboratory testing, also referred to as toxicology, for the Office of the Medical Examiner from January 1, 2024 to December 31, 2024 in an amount not to exceed \$110,000,00. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 1000/698199

ESTIMATED/ACTUAL COST OF REQUEST: 110,000.00

FUNDING SOURCE: County Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: This is specifically for toxicology testing for forensic pathology. NMS Labs has been the DCOME's toxicology lab for over a year. In February of 2022, we paid \$5000,00 (which came as a credit from VertiQ) to integrate the results from NMS Labs directly into our main database (VertiQ).

NMS Labs is certified by the State of PA Health Department, with certificates from the American Board of Forensic

Toxicology (ABFT) and ANSI/ASQ National Accreditation Board (ANAB) in postmortem toxicology.

ATTACHMENTS:

[2024 Laboratory Service Capabilities.pdf](#)

[2024_FeeSchedule.pdf](#)

[DCOME NMS utilization 2023.xlsx](#)

[LICENSE-Update-11-15-23.pdf](#)

[NMS Agreement for Professional Services DRAFT.pdf](#)

[NMS Agreement for Professional Services DRAFT.pdf](#)



January 04, 2024

Delaware County Medical Examiner's Office
Fair Acres Complex
BOX 496 340 N. Middletown Rd
Lima, PA 19037

Dear Mr. Lange:

Thank you for choosing NMS Labs for your laboratory testing needs. NMS Labs has a long-standing working relationship of over 50 years with Medical Examiner/Coroners offices throughout the United States, Canada, and England providing postmortem toxicology testing services. This proven experience offers us a unique understanding of the scientific needs for both routine and complex, esoteric toxicology analysis. Our scientific capabilities, operational efficiency and innovative development of new testing services assures Delaware County Medical Examiner's Office that NMS Labs is uniquely qualified to sustain this relationship as your forensic toxicology laboratory.

As the regulatory standards for forensic laboratory testing have become more clearly defined, and the complexity of toxicology testing has increased due to new and emerging drugs, many clients have opted to utilize NMS Labs for efficiency and quality to support their toxicology testing needs.

To support our commitment to high-quality forensic testing services, NMS Labs currently provides the following capabilities:

1. NMS holds certificates from both the American Board of Forensic Toxicology (ABFT) and ANSI/ASQ National Accreditation Board (ANAB) in postmortem toxicology, a testament to our quality and commitment to scientific leadership and excellence.
2. NMS Labs offers a catalogue of over 2,500 different tests, including many not available at other laboratories. We are the esoteric resource for private and governmental laboratories nationwide.
3. NMS provides the most comprehensive testing menu for novel psychoactive substances (NPS), including designer opioids, fentanyl analogues, designer benzodiazepines, stimulants, hallucinogens, and cathinones. Our national reach allows us to recognize emerging issues in forensic toxicology that warrant rapid development of new tests. As new NPS compounds emerge, NMS develops new tests and adds these substances to their testing catalog.
4. NMS Labs is the only private forensic laboratory to have over 12 F-ABFT board-certified toxicologists. This certification ensures that our experts are among the most highly trained and up-to-date specialists in their field.

The listing below outlines the facets of NMS Labs services and the customized offerings that we will use to support Delaware County Medical Examiner's Office.

The Information Contained in this Document is the Intellectual Property of NMS Labs and is Privileged and Confidential

I. Laboratory Operations

- A. Operational hours are 24 hours/7 days per week, offering sustained, consistent turnaround time on all testing.
- B. In house Quality Assurance and Quality Control departments dedicated to continuous quality management and compliance with laboratory accreditation standards.
- C. In house research and development department dedicated to method improvements, validation of new methods, and validation of testing for new compounds and novel psychoactive substances (NPS).
- D. NMS Labs Operations is committed to efficiency and quality with the use of Six Sigma and LEAN approaches, focusing on continuous improvement by our laboratory operations management team.

II. Analytical Capabilities

- A. Over 2,500 tests on matrices of blood, urine, serum, tissues, body fluids, decomposition products, and insect larvae.
- B. Rigorous protocol for special forensic investigations requiring expertise and approaches outside of commercial testing.
- C. Instrumentation Duplication – whenever practical, NMS Labs will work to duplicate instrumentation platforms to support back up plans if an instrument is down.
- D. NMS Labs has our own in-house instrumentation service engineer to minimize instrument down time.

III. Evidence Handling and Security

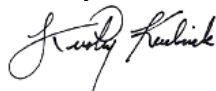
- A. Specially trained forensic specimen processors.
- B. Electronic Chain of Custody documents handling of all samples from receipt at NMS Labs to final disposition of the evidence.
- C. Secured refrigerated or frozen specimen storage.
- D. Samples may be disposed of by NMS Labs or returned to clients under chain of custody.
- E. Extended Sample Storage is available to comply with individual client requirements.
- F. Limited Access Facility with security cameras throughout the interior and exterior of the building.

IV. Result Reporting

- A. Reports are available electronically via a secure webportal for timely distribution and ease of access for retrieval.

NMS Labs looks forward to continuing to provide postmortem toxicology services for the Delaware County Medical Examiner's office. If there are any questions regarding this communication, please contact me at the number below.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristin Kendrick".

Kristin Kendrick
NMS Labs- Territory Manager, Forensics
(610) 639-2214

The Information Contained in this Document is the Intellectual Property of NMS Labs and is Privileged and Confidential

2024 FEE SCHEDULE

Effective January 1, 2024

ver. 231031.2



800.522.6671

nmslabs.com

NMS Labs
2024 List Fee Schedule

Sample Matrix / Suffix Key

Suffix	Sample Matrix
B	Blood
BO	Bone
D	Dialysis Fluid
F	Fat
FL	Fluid
GS	Gas
H	Hair
N	Nails
LI	Liquid
ME	Meconium
O	Other
OF	Oral Fluid
P	Plasma
PT	Paint
R	Red Blood Cells (RBC)
SL	Solid
SP	Serum/Plasma
ST	Stool
TH	Teeth
U	Urine
UC	Umbilical Cord Tissue
UH	24 Hour Urine

The tests listed in this Fee Schedule are the most commonly ordered by our clients. All test prices are in US dollars. Some tests offered by NMS Labs may not be listed in this Fee Schedule. If a test of interest does not appear in this fee schedule, please contact Client Support at (800) 522-6671 or clientsupport@nmslabs.com for information.

NOTE: The tests listed in this Fee Schedule were available at the time of publication. Tests may be added to our test menu or discontinued after the publication of the Fee Schedule. Please check for a current listing of tests available via NMS Labs on-line test catalog at www.nmslabs.com/test-catalog.

Contact phone numbers and email addresses:

- Clinical & Research Clients: 1.866.522.2206 / clinical@nmslabs.com
- Forensic Clients: 1.866.522.2216 / forensics@nmslabs.com
- Expert Service Clients: 1.844.276.0768 / expertservices@nmslabs.com
- Billing Inquiries: 1.800.522.6671 / billingTIQ@nmslabs.com
- Crime Lab Clients: 1.844.276.1182 / crimelab@nmslabs.com

NMS Labs
2024 List Fee Schedule

Table of Contents

Test Fees Listed Alphabetically by Test Name 1

Reflex Confirmation Testing (Non-Orderable)..... 50

Crime Lab Testing Services 55

Designer Drugs/ Novel Psychoactive Substances (NPS) 55

Expert Services 56

Metals/Elements Testing Services..... 57

Miscellaneous Services 63

Newborn Toxicology Testing Services 63

Oral Fluid Testing Services 63

NMS Labs, the associated logo and all associated NMS Labs marks are the trademarks of NMS Labs.
All third-party marks —® and—™ are the property of their respective owners. ©2024 NMS Labs. All rights reserved.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
2358U	1-Hydroxypyrene, Urine	\$384.00
3124SP	1-Naphthol, Serum/Plasma	\$266.00
0094U	2,5-Hexanedione, Urine	\$297.00
0010B	2-fluoro Deschloroketamine and Deschloroketamine (Qualitative), Blood	\$275.00
0010SP	2-fluoro Deschloroketamine and Deschloroketamine (Qualitative), Serum/Plasma	\$172.00
0010U	2-fluoro Deschloroketamine and Deschloroketamine (Qualitative), Urine	\$172.00
0015B	2-methyl AP-237 & AP-238, Blood	\$535.00
0015SP	2-methyl AP-237 & AP-238, Serum/Plasma	\$535.00
0015U	2-methyl AP-237 & AP-238, Urine	\$535.00
0014B	3-MeO-PCP and 3-hydroxy-PCP (Qualitative), Blood	\$275.00
0014SP	3-MeO-PCP and 3-hydroxy-PCP (Qualitative), Serum/Plasma	\$172.00
0014U	3-MeO-PCP and 3-hydroxy-PCP (Qualitative), Urine	\$172.00
0276SP	4-Aminopyridine Exposure, Serum/Plasma	\$623.00
0276U	4-Aminopyridine Exposure, Urine	\$623.00
8665B	6-Monoacetylmorphine - Free (Unconjugated), Blood	\$370.00
8665FL	6-Monoacetylmorphine - Free (Unconjugated), Fluid	\$318.00
8665SP	6-Monoacetylmorphine - Free (Unconjugated), Serum/Plasma	\$370.00
8665U	6-Monoacetylmorphine - Free (Unconjugated), Urine	\$370.00
0325U	8-Hydroxy Amoxapine, Urine	\$290.00
0013SP	Acamprosate, Serum/Plasma	\$252.00
0012B	Acebutolol, Blood	\$469.00
0012SP	Acebutolol, Serum/Plasma	\$411.00
9101B	Acepromazine Screen, Blood	\$286.00
9101SP	Acepromazine Screen, Serum/Plasma	\$499.00
9101U	Acepromazine Screen, Urine	\$345.00
0017B	Acepromazine, Blood	\$495.00
0017SP	Acepromazine, Serum/Plasma	\$311.00
0017U	Acepromazine, Urine	\$311.00
0021B	Acetaldehyde, Blood	\$132.00
0021SP	Acetaldehyde, Serum/Plasma	\$84.00
0021U	Acetaldehyde, Urine	\$118.00
0032B	Acetaminophen Screen, Blood	\$99.00
0032SP	Acetaminophen Screen, Serum/Plasma	\$103.00
0032U	Acetaminophen Screen, Urine	\$62.00
0030B	Acetaminophen, Blood	\$63.00
0030FL	Acetaminophen, Fluid	\$270.00
0030SP	Acetaminophen, Serum/Plasma	\$63.00
1788SP	Acetaminophen, Serum/Plasma	\$106.00
0030TI	Acetaminophen, Tissue	\$339.00
0030U	Acetaminophen, Urine	\$63.00
0050B	Acetazolamide, Blood	\$92.00
0050SP	Acetazolamide, Serum/Plasma	\$137.00
0050U	Acetazolamide, Urine	\$146.00
0060SP	Acetoacetate, Serum/Plasma	\$200.00
0060U	Acetoacetate, Urine	\$317.00
0080B	Acetone, Blood	\$60.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
0080FL	Acetone, Fluid	\$95.00
0080SP	Acetone, Serum/Plasma	\$60.00
0080U	Acetone, Urine	\$60.00
0088B	Acetonitrile Exposure Profile, Blood	\$486.00
0088U	Acetonitrile Exposure Profile, Urine	\$450.00
0100SP	Acetophenazine, Serum/Plasma	\$481.00
0205U	Acetyl Fentanyl and Metabolite, Urine	\$185.00
9105B	Acetyl Fentanyl Screen, Blood	\$185.00
9105SP	Acetyl Fentanyl Screen, Serum/Plasma	\$185.00
9105U	Acetyl Fentanyl Screen, Urine	\$185.00
0205B	Acetyl Fentanyl, Blood	\$185.00
0205FL	Acetyl Fentanyl, Fluid	\$371.00
0205SP	Acetyl Fentanyl, Serum/Plasma	\$185.00
0205TI	Acetyl Fentanyl, Tissue	\$371.00
0148B	Acrylonitrile Exposure Profile, Blood	\$313.00
0148U	Acrylonitrile Exposure Profile, Urine	\$395.00
0166B	Acyclovir, Blood	\$321.00
0158SP	Acyclovir, Serum/Plasma	\$189.00
0158U	Acyclovir, Urine	\$189.00
0165B	Albuterol, Blood	\$318.00
0165FL	Albuterol, Fluid	\$386.00
0165SP	Albuterol, Serum/Plasma	\$480.00
0165TI	Albuterol, Tissue	\$419.00
0175B	Alcohol (DUID/DRE), Blood (Forensic)	\$134.00
0175SP	Alcohol (DUID/DRE), Serum/Plasma (Forensic)	\$219.00
0175U	Alcohol (DUID/DRE), Urine (Forensic)	\$219.00
0170B	Alcohol Panel, Blood	\$91.00
0170FL	Alcohol Panel, Fluid	\$129.00
0170SP	Alcohol Panel, Serum/Plasma	\$91.00
0170TI	Alcohol Panel, Tissue	\$189.00
0170U	Alcohol Panel, Urine	\$74.00
0171B	Alcohol Screen, Blood	\$45.00
0171FL	Alcohol Screen, Fluid	\$82.00
0171SP	Alcohol Screen, Serum/Plasma	\$76.00
0171TI	Alcohol Screen, Tissue	\$118.00
0171U	Alcohol Screen, Urine	\$45.00
0230B	Alcohol with reflex to DUID Screen, Blood (Forensic)	\$121.00
0190B	Aldrin/Dieldrin, Blood	\$200.00
0190SP	Aldrin/Dieldrin, Serum/Plasma	\$200.00
9103U	Alfentanil Screen, Urine	\$317.00
0200B	Alfentanil, Blood	\$242.00
0200SP	Alfentanil, Serum/Plasma	\$396.00
0213SP	Allopurinol and Metabolite, Serum/Plasma	\$161.00
3780B	Alpha-Pinene, Blood	\$299.00
8646B	Alprazolam and Metabolite, Blood	\$371.00
8646FL	Alprazolam and Metabolite, Fluid	\$318.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
8646SP	Alprazolam and Metabolite, Serum/Plasma	\$357.00
8646U	Alprazolam and Metabolite, Urine	\$357.00
0260B	Alprazolam, Blood	\$110.00
0260FL	Alprazolam, Fluid	\$313.00
0260SP	Alprazolam, Serum/Plasma	\$110.00
0260TI	Alprazolam, Tissue	\$381.00
0264UH	Aluminum, 24 Hour Urine	\$92.00
0264B	Aluminum, Blood	\$161.00
0264FL	Aluminum, Fluid	\$496.00
0264H	Aluminum, Hair	\$520.00
0264LI	Aluminum, Liquid	\$463.00
0264R	Aluminum, RBCs	\$89.00
0264SP	Aluminum, Serum/Plasma	\$89.00
0264TI	Aluminum, Tissue	\$480.00
0264U	Aluminum, Urine	\$168.00
9308SP	Amantadine Screen, Serum/Plasma	\$169.00
0265B	Amantadine, Blood	\$153.00
0265FL	Amantadine, Fluid	\$355.00
0265SP	Amantadine, Serum/Plasma	\$100.00
0265U	Amantadine, Urine	\$153.00
0269SP	Aminocaproic Acid, Serum/Plasma	\$435.00
0307B	Amiodarone and Metabolite, Blood	\$475.00
0307SP	Amiodarone and Metabolite, Serum/Plasma	\$475.00
0308SP	Amisulpride, Serum/Plasma	\$255.00
9432B	Amitriptyline and Metabolite Screen, Blood	\$212.00
9432SP	Amitriptyline and Metabolite Screen, Serum/Plasma	\$185.00
9432U	Amitriptyline and Metabolite Screen, Urine	\$204.00
0310B	Amitriptyline and Metabolite, Blood	\$127.00
0310FL	Amitriptyline and Metabolite, Fluid	\$404.00
0310SP	Amitriptyline and Metabolite, Serum/Plasma	\$201.00
0310TI	Amitriptyline and Metabolite, Tissue	\$421.00
0310U	Amitriptyline and Metabolite, Urine	\$201.00
0315B	Amlodipine, Blood	\$357.00
0315SP	Amlodipine, Serum/Plasma	\$357.00
0320SP	Amobarbital, Serum/Plasma	\$201.00
0320U	Amobarbital, Urine	\$127.00
0325B	Amoxapine and Metabolite, Blood	\$290.00
0325SP	Amoxapine and Metabolite, Serum/Plasma	\$438.00
0329B	Amphetamines (D/L Differentiation), Blood	\$344.00
0329FL	Amphetamines (D/L Differentiation), Fluid	\$538.00
0329SP	Amphetamines (D/L Differentiation), Serum/Plasma	\$344.00
0329U	Amphetamines (D/L Differentiation), Urine	\$344.00
8600ME	Amphetamines Panel (Qualitative), Meconium	\$300.00
8890OF	Amphetamines Panel (Qualitative), Oral Fluid (Saliva)	\$68.00
8600B	Amphetamines Panel, Blood	\$246.00
8600FL	Amphetamines Panel, Fluid	\$601.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
8600SP	Amphetamines Panel, Serum/Plasma	\$246.00
8600TI	Amphetamines Panel, Tissue	\$524.00
8600U	Amphetamines Panel, Urine	\$246.00
0337B	Amphetamines Screen, Blood	\$132.00
0337FL	Amphetamines Screen, Fluid	\$334.00
6924H	Amphetamines Screen, Hair	\$474.00
0337SP	Amphetamines Screen, Serum/Plasma	\$143.00
0337U	Amphetamines Screen, Urine	\$143.00
9306U	Anabolic Steroids Screen, Urine	\$153.00
0406B	Anticoagulant Poisoning Panel (Qualitative), Blood	\$1,324.00
0406SP	Anticoagulant Poisoning Panel (Qualitative), Serum/Plasma	\$856.00
0406TI	Anticoagulant Poisoning Panel (Qualitative), Tissue	\$1,117.00
4655B	Antidepressants Panel 1, Blood	\$387.00
4655FL	Antidepressants Panel 1, Fluid	\$458.00
4655SP	Antidepressants Panel 1, Serum/Plasma	\$387.00
4655TI	Antidepressants Panel 1, Tissue	\$458.00
8700B	Antidepressants Panel, Blood	\$464.00
8700SP	Antidepressants Panel, Serum/Plasma	\$321.00
8700U	Antidepressants Panel, Urine	\$321.00
9431B	Antidepressants Screen, Blood	\$293.00
9431SP	Antidepressants Screen, Serum/Plasma	\$254.00
9431U	Antidepressants Screen, Urine	\$177.00
0410B	Antimony, Blood	\$89.00
0410H	Antimony, Hair	\$520.00
0410LI	Antimony, Liquid	\$312.00
0410N	Antimony, Nails	\$520.00
0410R	Antimony, RBCs	\$89.00
0410SP	Antimony, Serum/Plasma	\$89.00
0410U	Antimony, Urine	\$89.00
0425B	Antipyrine, Blood	\$499.00
0425SP	Antipyrine, Serum/Plasma	\$324.00
0448SP	Apixaban, Serum/Plasma	\$256.00
0450B	Aprobarbital, Blood	\$331.00
0450SP	Aprobarbital, Serum/Plasma	\$135.00
0450U	Aprobarbital, Urine	\$135.00
0451B	Aripiprazole, Blood	\$207.00
0451SP	Aripiprazole, Serum/Plasma	\$207.00
0785B	Aromatic Solvents Exposure Panel, Blood	\$103.00
2416U	Aromatic Solvents Metabolites Panel, Urine	\$239.00
0460UH	Arsenic, 24 Hour Urine	\$111.00
0460B	Arsenic, Blood	\$111.00
0460FL	Arsenic, Fluid	\$314.00
0460H	Arsenic, Hair	\$683.00
0460N	Arsenic, Nails	\$468.00
0460R	Arsenic, RBCs	\$111.00
0460SP	Arsenic, Serum/Plasma	\$111.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
0460TI	Arsenic, Tissue	\$383.00
0468UH	Arsenic, Total Inorganic, 24 Hour Urine	\$162.00
0468U	Arsenic, Total Inorganic, Urine	\$162.00
0460U	Arsenic, Urine	\$111.00
0474SP	Asenapine, Serum/Plasma	\$270.00
0483B	Atenolol, Blood	\$212.00
0483SP	Atenolol, Serum/Plasma	\$340.00
0483TI	Atenolol, Tissue	\$483.00
0483U	Atenolol, Urine	\$340.00
0486B	Atomoxetine, Blood	\$524.00
0486SP	Atomoxetine, Serum/Plasma	\$260.00
0486U	Atomoxetine, Urine	\$260.00
0487SP	Atovaquone, Serum/Plasma	\$487.00
0485B	Atrazine, Blood	\$486.00
0485SP	Atrazine, Serum/Plasma	\$383.00
0485U	Atrazine, Urine	\$383.00
9109B	Atropine Screen, Blood	\$761.00
9109SP	Atropine Screen, Serum/Plasma	\$625.00
9109U	Atropine Screen, Urine	\$732.00
0490B	Atropine, Blood	\$720.00
0490SP	Atropine, Serum/Plasma	\$720.00
0490U	Atropine, Urine	\$720.00
2111B	Baclofen, Blood	\$357.00
2111FL	Baclofen, Fluid	\$480.00
2111SP	Baclofen, Serum/Plasma	\$224.00
2111TI	Baclofen, Tissue	\$591.00
2111U	Baclofen, Urine	\$357.00
0500B	Barbital, Blood	\$521.00
0500SP	Barbital, Serum/Plasma	\$423.00
0500U	Barbital, Urine	\$521.00
8620ME	Barbiturates Panel (Qualitative), Meconium	\$447.00
8620B	Barbiturates Panel, Blood	\$224.00
8620FL	Barbiturates Panel, Fluid	\$405.00
8620SP	Barbiturates Panel, Serum/Plasma	\$357.00
8620TI	Barbiturates Panel, Tissue	\$465.00
8620U	Barbiturates Panel, Urine	\$224.00
0512B	Barbiturates Screen, Blood	\$132.00
6921H	Barbiturates Screen, Hair	\$482.00
0512SP	Barbiturates Screen, Serum/Plasma	\$91.00
0512U	Barbiturates Screen, Urine	\$143.00
0519B	Barium, Blood	\$200.00
0519FL	Barium, Fluid	\$205.00
0519H	Barium, Hair	\$574.00
0519SP	Barium, Serum/Plasma	\$133.00
0519TI	Barium, Tissue	\$526.00
0519U	Barium, Urine	\$133.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
9351UC	Basic Drug Screen, Umbilical Cord Tissue	\$422.00
2626B	Bath Salts Panel (Qualitative), Blood	\$261.00
2626SP	Bath Salts Panel (Qualitative), Serum/Plasma	\$165.00
2626U	Bath Salts Panel (Qualitative), Urine	\$165.00
0520B	Belladonna Alkaloids Panel, Blood	\$411.00
0520SP	Belladonna Alkaloids Panel, Serum/Plasma	\$435.00
0520U	Belladonna Alkaloids Panel, Urine	\$435.00
0542U	Benzene Incident, Urine (OSHA)	\$209.00
0543U	Benzene OSHA Exposure Panel, Urine	\$116.00
0541B	Benzene, Blood	\$101.00
0541TI	Benzene, Tissue	\$368.00
0556U	Benzidine, Urine	\$496.00
0560B	Benzocaine, Blood	\$448.00
0560FL	Benzocaine, Fluid	\$506.00
0560P	Benzocaine, Plasma	\$258.00
0560U	Benzocaine, Urine	\$163.00
9329ME	Benzodiazepines Panel (Qualitative), Meconium	\$296.00
8891OF	Benzodiazepines Panel (Qualitative), Oral Fluid (Saliva)	\$68.00
9329B	Benzodiazepines Panel, Blood	\$239.00
9329FL	Benzodiazepines Panel, Fluid	\$274.00
9329SP	Benzodiazepines Panel, Serum/Plasma	\$239.00
9329TI	Benzodiazepines Panel, Tissue	\$309.00
9329U	Benzodiazepines Panel, Urine	\$239.00
0568B	Benzodiazepines Screen, Blood	\$182.00
0568FL	Benzodiazepines Screen, Fluid	\$339.00
6922H	Benzodiazepines Screen, Hair	\$483.00
0568SP	Benzodiazepines Screen, Serum/Plasma	\$112.00
0568U	Benzodiazepines Screen, Urine	\$59.00
0585B	Benzonatate, Blood	\$630.00
0585SP	Benzonatate, Serum/Plasma	\$835.00
0585U	Benzonatate, Urine	\$630.00
0610B	Benzphetamine as Metabolites, Blood	\$227.00
0610SP	Benzphetamine as Metabolites, Serum/Plasma	\$206.00
0610U	Benzphetamine as Metabolites, Urine	\$143.00
0620B	Benztropine, Blood	\$160.00
0620FL	Benztropine, Fluid	\$207.00
0620SP	Benztropine, Serum/Plasma	\$110.00
0620TI	Benztropine, Tissue	\$391.00
0620U	Benztropine, Urine	\$110.00
0630B	Benzyl Alcohol, Blood	\$270.00
0630SP	Benzyl Alcohol, Serum/Plasma	\$162.00
0638B	Beryllium, Blood	\$92.00
0638LI	Beryllium, Liquid	\$379.00
0638SP	Beryllium, Serum/Plasma	\$92.00
0638U	Beryllium, Urine	\$143.00
3227B	Beta-Blockers Panel, Blood	\$352.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
3227SP	Beta-Blockers Panel, Serum/Plasma	\$340.00
3227U	Beta-Blockers Panel, Urine	\$340.00
0420B	Betahydroxybutyric Acid, Blood	\$218.00
0420FL	Betahydroxybutyric Acid, Fluid	\$286.00
0642SP	Betahydroxybutyric Acid, Serum/Plasma	\$107.00
0642U	Betahydroxybutyric Acid, Urine	\$107.00
0645FL	Bicarbonate, Fluid	\$297.00
0645U	Bicarbonate, Urine	\$92.00
7031B	Bio-Rad Geenius HIV 1/2 Supplemental Assay (Confirmation Test) - Send out	\$393.00
0680B	Bismuth, Blood	\$233.00
0680SP	Bismuth, Serum/Plasma	\$89.00
0680U	Bismuth, Urine	\$143.00
0690SP	Bisphenol A - Free (Unconjugated), Serum/Plasma	\$285.00
0690U	Bisphenol A - Total (Conjugated/Unconjugated), Urine	\$292.00
0711B	Boron, Blood	\$71.00
0711SP	Boron, Serum/Plasma	\$71.00
0711U	Boron, Urine	\$71.00
0716SP	Brexpiprazole, Serum/Plasma	\$218.00
0718B	Brivaracetam, Blood	\$131.00
0718SP	Brivaracetam, Serum/Plasma	\$131.00
0413B	Brodifacoum (Qualitative), Blood	\$257.00
0413SP	Brodifacoum (Qualitative), Serum/Plasma	\$257.00
0414SP	Bromadiolone (Qualitative), Serum/Plasma	\$285.00
0719U	Bromazolam (Qualitative), Urine	\$325.00
0719B	Bromazolam, Blood	\$325.00
0719SP	Bromazolam, Serum/Plasma	\$325.00
0720B	Bromine - Total, Blood	\$414.00
0720SP	Bromine - Total, Serum/Plasma	\$101.00
0720U	Bromine - Total, Urine	\$166.00
9118B	Brompheniramine Screen, Blood	\$147.00
0770B	Brompheniramine, Blood	\$258.00
0770SP	Brompheniramine, Serum/Plasma	\$258.00
0770TI	Brompheniramine, Tissue	\$313.00
0770U	Brompheniramine, Urine	\$235.00
0771B	Brorphine, Blood	\$459.00
0771SP	Brorphine, Serum/Plasma	\$459.00
0771U	Brorphine, Urine	\$459.00
0796B	Bumetanide, Blood	\$679.00
0796SP	Bumetanide, Serum/Plasma	\$828.00
0800B	Bupivacaine, Blood	\$123.00
0800FL	Bupivacaine, Fluid	\$323.00
0800SP	Bupivacaine, Serum/Plasma	\$123.00
0800U	Bupivacaine, Urine	\$204.00
0802B	Buprenorphine and Metabolite - Free (Unconjugated) Screen, Blood	\$340.00
0802SP	Buprenorphine and Metabolite - Free (Unconjugated) Screen, Serum/Plasma	\$340.00
0801B	Buprenorphine and Metabolite - Free (Unconjugated), Blood	\$201.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
0801SP	Buprenorphine and Metabolite - Free (Unconjugated), Serum/Plasma	\$201.00
0801ME	Buprenorphine and Metabolite - Total (Conjugated/Unconjugated) (Qualitative), Meconium	\$454.00
0801U	Buprenorphine and Metabolite - Total (Conjugated/Unconjugated), Urine	\$201.00
4127ME	Buprenorphine and Metabolite - Total (Qualitative), Meconium	\$454.00
0802U	Buprenorphine Screen, Urine	\$340.00
9122B	Bupropion and Metabolite Screen, Blood	\$257.00
9122SP	Bupropion and Metabolite Screen, Serum/Plasma	\$249.00
9122TI	Bupropion and Metabolite Screen, Tissue	\$490.00
9122U	Bupropion and Metabolite Screen, Urine	\$249.00
0803B	Bupropion and Metabolite, Blood	\$154.00
0803FL	Bupropion and Metabolite, Fluid	\$356.00
0803SP	Bupropion and Metabolite, Serum/Plasma	\$154.00
0803TI	Bupropion and Metabolite, Tissue	\$423.00
0803U	Bupropion and Metabolite, Urine	\$249.00
0805B	Buspirone, Blood	\$133.00
0805SP	Buspirone, Serum/Plasma	\$133.00
0805U	Buspirone, Urine	\$210.00
0820SP	Busulfan, Serum/Plasma	\$247.00
0810B	Butabarbital, Blood	\$299.00
0810SP	Butabarbital, Serum/Plasma	\$201.00
0810U	Butabarbital, Urine	\$183.00
0830B	Butalbital, Blood	\$201.00
0830SP	Butalbital, Serum/Plasma	\$205.00
0830U	Butalbital, Urine	\$183.00
0835B	Butane and Isobutane, Blood	\$410.00
0850B	Butanols, n-, iso-, Sec- and Tert, Blood	\$187.00
0850SP	Butanols, n-, iso-, Sec- and Tert, Serum/Plasma	\$187.00
0850U	Butanols, n-, iso-, Sec- and Tert, Urine	\$187.00
0885B	Butorphanol - Free (Unconjugated), Blood	\$507.00
0885SP	Butorphanol - Free (Unconjugated), Serum/Plasma	\$317.00
0885U	Butorphanol - Total (Conjugated/Unconjugated), Urine	\$317.00
0921UH	Cadmium, 24 Hour Urine	\$88.00
0921B	Cadmium, Blood	\$61.00
0921H	Cadmium, Hair	\$419.00
0921N	Cadmium, Nails	\$419.00
0921R	Cadmium, RBCs	\$61.00
0921SP	Cadmium, Serum/Plasma	\$61.00
0921TI	Cadmium, Tissue	\$332.00
0921U	Cadmium, Urine	\$64.00
0930B	Caffeine, Blood	\$153.00
0930FL	Caffeine, Fluid	\$355.00
0930SP	Caffeine, Serum/Plasma	\$153.00
0930U	Caffeine, Urine	\$153.00
0939B	Calcium - Total, Postmortem, Blood (Forensic)	\$125.00
0938FL	Calcium - Total, Postmortem, Fluid (Forensic)	\$291.00
0938R	Calcium - Total, RBCs	\$93.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
0938U	Calcium - Total, Urine	\$153.00
0950B	Camphor, Blood	\$317.00
0950SP	Camphor, Serum/Plasma	\$317.00
0962B	Cannabidiol, Blood	\$375.00
0962SP	Cannabidiol, Serum/Plasma	\$375.00
0964U	Cannabinoid Metabolite, Urine	\$169.00
92250	Cannabinoids and Contaminants Profile - Send Out	\$618.00
0960ME	Cannabinoids Panel (Qualitative), Meconium	\$340.00
0960B	Cannabinoids Panel, Blood	\$247.00
0960FL	Cannabinoids Panel, Fluid	\$314.00
0960SP	Cannabinoids Panel, Serum/Plasma	\$247.00
0960TI	Cannabinoids Panel, Tissue	\$378.00
9356B	Cannabinoids Screen, Blood	\$106.00
9356FL	Cannabinoids Screen, Fluid	\$309.00
9356SP	Cannabinoids Screen, Serum/Plasma	\$106.00
9356U	Cannabinoids Screen, Urine	\$59.00
0966B	Cannabis Plus Recent Use Markers, Blood	\$357.00
0966SP	Cannabis Plus Recent Use Markers, Serum/Plasma	\$357.00
4207B	Canrenone (Spironolactone metabolite), Blood	\$317.00
4207SP	Canrenone (Spironolactone metabolite), Serum/Plasma	\$200.00
0971SP	Carbamazepine and Metabolite - Free, Serum/Plasma	\$110.00
0972SP	Carbamazepine and Metabolite - Total/Free/Bound, Serum/Plasma	\$200.00
0970B	Carbamazepine and Metabolite, Blood	\$101.00
0970FL	Carbamazepine and Metabolite, Fluid	\$307.00
0970SP	Carbamazepine and Metabolite, Serum/Plasma	\$171.00
0970TI	Carbamazepine and Metabolite, Tissue	\$375.00
0975SP	Carbamazepine-10,11-Epoxy, Serum/Plasma	\$125.00
0975U	Carbamazepine-10,11-Epoxy, Urine	\$78.00
0980SP	Carbaryl and Metabolite, Serum/Plasma	\$337.00
0985B	Carbinoxamine, Blood	\$172.00
0995U	Carbon Disulfide Exposure (TTCA), Urine	\$489.00
1006B	Carbon Monoxide - Iron Ratio Profile, Blood	\$484.00
1006TI	Carbon Monoxide - Iron Ratio Profile, Tissue	\$664.00
1002B	Carbon Monoxide Exposure Biouptake Screen, Blood	\$135.00
1009B	Carbon Monoxide Exposure, Blood	\$163.00
1005B	Carbon Monoxide Profile, Blood	\$215.00
1010B	Carbon Tetrachloride, Blood	\$252.00
1000B	Carboxy-, Met- and Sulf-Hemoglobin, Blood	\$119.00
1019B	Carbrital Profile, Blood	\$279.00
1019SP	Carbrital Profile, Serum/Plasma	\$445.00
9129B	Carisoprodol and Metabolite Screen, Blood	\$247.00
9129FL	Carisoprodol and Metabolite Screen, Fluid	\$411.00
9129SP	Carisoprodol and Metabolite Screen, Serum/Plasma	\$247.00
1030B	Carisoprodol and Metabolite, Blood	\$154.00
1030FL	Carisoprodol and Metabolite, Fluid	\$580.00
1030SP	Carisoprodol and Metabolite, Serum/Plasma	\$249.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
1030U	Carisoprodol and Metabolite, Urine	\$154.00
1033ST	Cathartic Laxatives Profile, Stool	\$317.00
1029SP	CBD, Serum/Plasma	\$375.00
1055B	Celecoxib, Blood	\$428.00
1055SP	Celecoxib, Serum/Plasma	\$414.00
1056B	Cenobamate, Blood	\$172.00
1056SP	Cenobamate, Serum/Plasma	\$251.00
1042B	Cesium, Blood	\$168.00
1042SP	Cesium, Serum/Plasma	\$168.00
1042U	Cesium, Urine	\$273.00
1040B	Cetirizine, Blood	\$518.00
1040SP	Cetirizine, Serum/Plasma	\$498.00
1040U	Cetirizine, Urine	\$498.00
8031U	Child Drug Exposure Screen, Urine	\$500.00
9401B	Chloral Hydrate Screen, Blood	\$416.00
9401SP	Chloral Hydrate Screen, Serum/Plasma	\$416.00
9401U	Chloral Hydrate Screen, Urine	\$342.00
1044B	Chloral Hydrate, Blood	\$172.00
1044SP	Chloral Hydrate, Serum/Plasma	\$167.00
1044U	Chloral Hydrate, Urine	\$173.00
1050SP	Chloramphenicol, Serum/Plasma	\$128.00
1070B	Chlordane and Metabolites, Blood	\$177.00
1070SP	Chlordane and Metabolites, Serum/Plasma	\$177.00
1080B	Chlordiazepoxide and Metabolite, Blood	\$258.00
1080SP	Chlordiazepoxide and Metabolite, Serum/Plasma	\$272.00
1080U	Chlordiazepoxide and Metabolite, Urine	\$298.00
1111U	Chlorobenzene Exposure (p-Chlorophenol), Urine	\$270.00
1110B	Chlorobenzene, Blood	\$270.00
1110SP	Chlorobenzene, Serum/Plasma	\$169.00
1130B	Chloroform, Blood	\$193.00
0415SP	Chlorophacinone (Qualitative), Serum/Plasma	\$285.00
1140B	Chloroquine, Blood	\$452.00
1140P	Chloroquine, Plasma	\$274.00
1140U	Chloroquine, Urine	\$274.00
1180B	Chlorothiazide, Blood	\$226.00
1180SP	Chlorothiazide, Serum/Plasma	\$219.00
1190B	Chlorpheniramine, Blood	\$201.00
1190SP	Chlorpheniramine, Serum/Plasma	\$191.00
1190U	Chlorpheniramine, Urine	\$201.00
9136B	Chlorpromazine Screen, Blood	\$209.00
9136SP	Chlorpromazine Screen, Serum/Plasma	\$126.00
9136U	Chlorpromazine Screen, Urine	\$181.00
1210B	Chlorpromazine, Blood	\$123.00
8681B	Chlorpromazine, Blood	\$542.00
1210FL	Chlorpromazine, Fluid	\$442.00
1210SP	Chlorpromazine, Serum/Plasma	\$123.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
1210TI	Chlorpromazine, Tissue	\$391.00
1210U	Chlorpromazine, Urine	\$204.00
1220SP	Chlorpropamide, Serum/Plasma	\$132.00
1250B	Chlorthalidone, Blood	\$138.00
1250SP	Chlorthalidone, Serum/Plasma	\$219.00
1255B	Chlorzoxazone, Blood	\$668.00
1255SP	Chlorzoxazone, Serum/Plasma	\$646.00
1265B	Chromium and Cobalt, Blood	\$196.00
1265SP	Chromium and Cobalt, Serum/Plasma	\$189.00
1265U	Chromium and Cobalt, Urine	\$189.00
1261B	Chromium, Blood	\$133.00
1261FL	Chromium, Fluid	\$330.00
1261H	Chromium, Hair	\$414.00
1261N	Chromium, Nails	\$414.00
1261R	Chromium, RBCs	\$133.00
1261SP	Chromium, Serum/Plasma	\$133.00
1261TI	Chromium, Tissue	\$395.00
1261U	Chromium, Urine	\$133.00
1262B	Cimetidine, Blood	\$214.00
1262SP	Cimetidine, Serum/Plasma	\$207.00
1262U	Cimetidine, Urine	\$214.00
1272B	Citalopram, Blood	\$193.00
1272FL	Citalopram, Fluid	\$395.00
1272SP	Citalopram, Serum/Plasma	\$193.00
1272TI	Citalopram, Tissue	\$462.00
1272U	Citalopram, Urine	\$308.00
7813B	Citrate Agar Confirmation - Send Out	\$184.00
1269SP	Clobazam and Metabolite, Serum/Plasma	\$165.00
1267B	Clobazam, Blood	\$276.00
1267U	Clobazam, Urine	\$276.00
9437B	Clomipramine and Metabolite Screen, Blood	\$209.00
9437SP	Clomipramine and Metabolite Screen, Serum/Plasma	\$209.00
9437U	Clomipramine and Metabolite Screen, Urine	\$126.00
1268B	Clomipramine and Metabolite, Blood	\$143.00
8707B	Clomipramine and Metabolite, Blood	\$542.00
1268SP	Clomipramine and Metabolite, Serum/Plasma	\$148.00
8707SP	Clomipramine and Metabolite, Serum/Plasma	\$328.00
1268TI	Clomipramine and Metabolite, Tissue	\$414.00
1268U	Clomipramine and Metabolite, Urine	\$146.00
9139B	Clonazepam and Metabolite Screen, Blood	\$289.00
9139FL	Clonazepam and Metabolite Screen, Fluid	\$257.00
9139SP	Clonazepam and Metabolite Screen, Serum/Plasma	\$290.00
9139U	Clonazepam and Metabolite Screen, Urine	\$184.00
1270B	Clonazepam and Metabolite, Blood	\$93.00
1270FL	Clonazepam and Metabolite, Fluid	\$129.00
1270SP	Clonazepam and Metabolite, Serum/Plasma	\$93.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
1270TI	Clonazepam and Metabolite, Tissue	\$163.00
1270U	Clonazepam and Metabolite, Urine	\$93.00
1271U	Clonazolam & 8-Aminoclonazolam (Qualitative), Urine	\$325.00
1271B	Clonazolam & 8-Aminoclonazolam, Blood	\$325.00
1271SP	Clonazolam & 8-Aminoclonazolam, Serum/Plasma	\$325.00
1275B	Clonidine, Blood	\$293.00
1275SP	Clonidine, Serum/Plasma	\$293.00
1275U	Clonidine, Urine	\$442.00
1280U	Clorazepate as Metabolite, Urine	\$202.00
1287B	Clozapine and Metabolite, Blood	\$141.00
1287FL	Clozapine and Metabolite, Fluid	\$344.00
1287SP	Clozapine and Metabolite, Serum/Plasma	\$141.00
1287TI	Clozapine and Metabolite, Tissue	\$412.00
1287U	Clozapine and Metabolite, Urine	\$224.00
1290UH	Cobalt, 24 Hour Urine	\$132.00
1290B	Cobalt, Blood	\$110.00
1290FL	Cobalt, Fluid	\$307.00
1290H	Cobalt, Hair	\$467.00
1290N	Cobalt, Nails	\$467.00
1290R	Cobalt, RBCs	\$110.00
1290SP	Cobalt, Serum/Plasma	\$110.00
1290TI	Cobalt, Tissue	\$374.00
1290U	Cobalt, Urine	\$179.00
1300ME	Cocaine and Metabolites (Qualitative), Meconium	\$435.00
8893OF	Cocaine and Metabolites (Qualitative), Oral Fluid (Saliva)	\$68.00
0606B	Cocaine and Metabolites Screen, Blood	\$153.00
0606FL	Cocaine and Metabolites Screen, Fluid	\$319.00
6920H	Cocaine and Metabolites Screen, Hair	\$709.00
0606SP	Cocaine and Metabolites Screen, Serum/Plasma	\$96.00
0606U	Cocaine and Metabolites Screen, Urine	\$96.00
1300B	Cocaine and Metabolites, Blood	\$234.00
1300FL	Cocaine and Metabolites, Fluid	\$415.00
1300SP	Cocaine and Metabolites, Serum/Plasma	\$234.00
1300TI	Cocaine and Metabolites, Tissue	\$476.00
1300U	Cocaine and Metabolites, Urine	\$234.00
1303B	Cocaine and Products Panel, Blood	\$532.00
1303SP	Cocaine and Products Panel, Serum/Plasma	\$482.00
1303U	Cocaine and Products Panel, Urine	\$482.00
1306U	Codeine - Total (Conjugated/Unconjugated) Screen, Urine	\$226.00
8661B	Codeine and Metabolite - Free (Unconjugated), Blood	\$317.00
8661SP	Codeine and Metabolite - Free (Unconjugated), Serum/Plasma	\$210.00
8661U	Codeine and Metabolite - Total (Conjugated/Unconjugated), Urine	\$335.00
1320B	Colchicine, Blood	\$890.00
1320SP	Colchicine, Serum/Plasma	\$758.00
1320TI	Colchicine, Tissue	\$1,141.00
9145UC	Comprehensive Drug Screen, Umbilical Cord Tissue	\$716.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
2423B	Comprehensive Volatiles Panel, Blood	\$495.00
2423TI	Comprehensive Volatiles Panel, Tissue	\$515.00
1333SP	Copper - Free, Serum/Plasma	\$101.00
1330B	Copper, Blood	\$56.00
1330FL	Copper, Fluid	\$257.00
1330H	Copper, Hair	\$413.00
1330R	Copper, RBCs	\$56.00
1330SP	Copper, Serum/Plasma	\$56.00
1330TI	Copper, Tissue	\$326.00
1330U	Copper, Urine	\$56.00
3157U	Cotinine and Anabasine from Secondary Exposure, Urine	\$252.00
1348U	Creatinine, Urine	\$43.00
9142B	Cyanide Screen, Blood	\$76.00
1380B	Cyanide, Blood	\$76.00
1390B	Cyclizine, Blood	\$277.00
1405B	Cyclobenzaprine, Blood	\$110.00
1405FL	Cyclobenzaprine, Fluid	\$313.00
1405SP	Cyclobenzaprine, Serum/Plasma	\$110.00
1405TI	Cyclobenzaprine, Tissue	\$381.00
1405U	Cyclobenzaprine, Urine	\$110.00
1407B	Cyclohexane, Blood	\$297.00
1410U	Cyclohexanol, Urine	\$244.00
1409B	Cyclohexanone, Blood	\$300.00
1409SP	Cyclohexanone, Serum/Plasma	\$289.00
1409U	Cyclohexanone, Urine	\$289.00
1415B	Cyclosporine, Blood	\$303.00
1425B	Cyproheptadine, Blood	\$286.00
1425SP	Cyproheptadine, Serum/Plasma	\$277.00
1425U	Cyproheptadine, Urine	\$223.00
1445SP	Dabigatran, Serum/Plasma	\$295.00
0275SP	Dalfampridine, Serum/Plasma	\$623.00
0275U	Dalfampridine, Urine	\$623.00
1439B	Dantrolene, Blood	\$323.00
1439SP	Dantrolene, Serum/Plasma	\$124.00
1440B	Dapsone and Metabolite, Blood	\$721.00
1440SP	Dapsone and Metabolite, Serum/Plasma	\$411.00
1470B	DDT, DDD and DDE, Blood	\$239.00
1470F	DDT, DDD and DDE, Fat	\$509.00
1470SP	DDT, DDD and DDE, Serum/Plasma	\$239.00
1479B	Delta-8 and Delta-9 Cannabinoids Panel (DUID/DRE), Blood (Forensic)	\$380.00
1478B	Delta-8 and Delta-9 Cannabinoids Panel, Blood	\$337.00
1476B	Delta-8 Cannabinoids Panel (DUID/DRE), Blood (Forensic)	\$278.00
1477B	Delta-8 Cannabinoids Panel, Blood	\$235.00
8892OF	Delta-9 THC (Qualitative), Oral Fluid (Saliva)	\$77.00
8900OF	Delta-9 THC (Quantitative), Oral Fluid (Saliva)	\$206.00
1483U	Desalkylgizapam (Qualitative), Urine	\$325.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
1483B	Desalkylgidazepam, Blood	\$325.00
1483SP	Desalkylgidazepam, Serum/Plasma	\$325.00
1481U	Deschloroetizolam, Meclonazepam, and Pyrazolam (Qualitative), Urine	\$345.00
1481B	Deschloroetizolam, Meclonazepam, and Pyrazolam, Blood	\$345.00
1481SP	Deschloroetizolam, Meclonazepam, and Pyrazolam, Serum/Plasma	\$345.00
0570U	Designer Benzodiazepines (Qualitative), Urine	\$347.00
0571B	Designer Benzodiazepines DUID/DRE Add-On, Blood (Forensic)	\$207.00
0570B	Designer Benzodiazepines, Blood	\$347.00
0570SP	Designer Benzodiazepines, Serum/Plasma	\$347.00
1480U	Designer Opioids (Qualitative), Urine	\$360.00
1480B	Designer Opioids, Blood	\$360.00
1480SP	Designer Opioids, Serum/Plasma	\$360.00
1490B	Desipramine, Blood	\$135.00
8704B	Desipramine, Blood	\$542.00
1490SP	Desipramine, Serum/Plasma	\$135.00
1490U	Desipramine, Urine	\$133.00
8704U	Desipramine, Urine	\$522.00
1496U	Desmethylsertraline, Urine	\$111.00
1491B	Desvenlafaxine, Blood	\$252.00
1491SP	Desvenlafaxine, Serum/Plasma	\$252.00
1491U	Desvenlafaxine, Urine	\$252.00
2915U	Dextro / Levo Methorphan - Total, Urine	\$216.00
9205U	Dextro / Levo Methorphan Screen - Total, Urine	\$212.00
9205SP	Dextro / Levo Methorphan Screen, Serum/Plasma	\$130.00
2915B	Dextro/Levo Methorphan, Blood	\$127.00
2915SP	Dextro/Levo Methorphan, Serum/Plasma	\$191.00
2915TI	Dextro/Levo Methorphan, Tissue	\$396.00
2917U	Dextromethorphan and Metabolite Ratio - Total, Urine	\$305.00
9206U	Dextrorphan / Levorphanol Screen - Total, Urine	\$282.00
2506B	Dextrorphan / Levorphanol Screen, Blood	\$481.00
2506SP	Dextrorphan / Levorphanol Screen, Serum/Plasma	\$463.00
1501B	Diazepam and Metabolites, Blood	\$181.00
1501SP	Diazepam and Metabolites, Serum/Plasma	\$181.00
1515B	Diazoxide, Blood	\$391.00
1515SP	Diazoxide, Serum/Plasma	\$477.00
1546B	Dichlorobenzenes, Blood	\$187.00
1546SP	Dichlorobenzenes, Serum/Plasma	\$310.00
1549U	Dichlorobenzidine, Urine	\$346.00
1550B	Dichloroethane, Blood	\$267.00
1560B	Dichloromethane and Carboxyhemoglobin, Blood	\$171.00
1561B	Dichloromethane, Blood	\$219.00
1561U	Dichloromethane, Urine	\$230.00
1567U	Dichlorophenol 2,5-, Urine	\$328.00
1569B	Diclofenac, Blood	\$355.00
1569SP	Diclofenac, Serum/Plasma	\$548.00
0416SP	Dicumarol (Qualitative), Serum/Plasma	\$391.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
1575B	Dicyclomine, Blood	\$317.00
1575SP	Dicyclomine, Serum/Plasma	\$317.00
1575U	Dicyclomine, Urine	\$317.00
1580B	Dieldrin, Blood	\$210.00
1580SP	Dieldrin, Serum/Plasma	\$201.00
1590B	Diethyl Ether, Blood	\$182.00
1590SP	Diethyl Ether, Serum/Plasma	\$202.00
1589B	Diethylene Glycol, Blood	\$460.00
1589SP	Diethylene Glycol, Serum/Plasma	\$460.00
1589U	Diethylene Glycol, Urine	\$415.00
1482B	Diethyl-M-Toluamide, Blood	\$866.00
1482SP	Diethyl-M-Toluamide, Serum/Plasma	\$546.00
1482U	Diethyl-M-Toluamide, Urine	\$866.00
1600B	Diethylpropion, Blood	\$187.00
1600SP	Diethylpropion, Serum/Plasma	\$227.00
1600U	Diethylpropion, Urine	\$207.00
0417SP	Difenacoum (Qualitative), Serum/Plasma	\$205.00
1613SP	Digitoxin, Serum/Plasma	\$84.00
1615B	Digoxin, Blood	\$360.00
1615FL	Digoxin, Fluid	\$564.00
1615SP	Digoxin, Serum/Plasma	\$450.00
1615TI	Digoxin, Tissue	\$419.00
1615U	Digoxin, Urine	\$545.00
8662B	Dihydrocodeine - Free (Unconjugated), Blood	\$463.00
8662SP	Dihydrocodeine - Free (Unconjugated), Serum/Plasma	\$463.00
8662U	Dihydrocodeine - Total (Conjugated/Unconjugated), Urine	\$463.00
1640B	Diltiazem, Blood	\$317.00
1640SP	Diltiazem, Serum/Plasma	\$489.00
1640U	Diltiazem, Urine	\$489.00
1683SP	Dimethadione, Serum/Plasma	\$146.00
1690B	Dimethylsulfoxide, Blood	\$194.00
1690SP	Dimethylsulfoxide, Serum/Plasma	\$312.00
1690U	Dimethylsulfoxide, Urine	\$310.00
1740B	Dioxane-1,4, Blood	\$287.00
1740SP	Dioxane-1,4, Serum/Plasma	\$287.00
1740TI	Dioxane-1,4, Tissue	\$524.00
0418SP	Diphacinone (Qualitative), Serum/Plasma	\$285.00
1760B	Diphenhydramine, Blood	\$91.00
1760FL	Diphenhydramine, Fluid	\$296.00
1760SP	Diphenhydramine, Serum/Plasma	\$91.00
1760TI	Diphenhydramine, Tissue	\$366.00
1760U	Diphenhydramine, Urine	\$143.00
1777B	Dipyridamole, Blood	\$240.00
1777SP	Dipyridamole, Serum/Plasma	\$230.00
1789B	Diquat, Blood	\$1,973.00
1789SP	Diquat, Serum/Plasma	\$1,973.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
9159B	Disopyramide Screen, Blood	\$209.00
9159SP	Disopyramide Screen, Serum/Plasma	\$181.00
1790SP	Disulfiram (DEDTC Metabolite) (Qualitative), Serum/Plasma	\$401.00
1804SP	Diuretics Panel, Serum/Plasma	\$137.00
9318U	Diuretics Screen, Urine	\$188.00
1812B	Donepezil, Blood	\$364.00
1812FL	Donepezil, Fluid	\$429.00
1812SP	Donepezil, Serum/Plasma	\$364.00
1905B	Dothiepin, Blood	\$683.00
1815B	Doxazosin, Blood	\$774.00
1815SP	Doxazosin, Serum/Plasma	\$483.00
9435B	Doxepin and Metabolite Screen, Blood	\$212.00
9435U	Doxepin and Metabolite Screen, Urine	\$204.00
1810B	Doxepin and Metabolite, Blood	\$138.00
8705B	Doxepin and Metabolite, Blood	\$469.00
1810FL	Doxepin and Metabolite, Fluid	\$341.00
1810SP	Doxepin and Metabolite, Serum/Plasma	\$161.00
1810TI	Doxepin and Metabolite, Tissue	\$416.00
1810U	Doxepin and Metabolite, Urine	\$153.00
8705U	Doxepin and Metabolite, Urine	\$328.00
9163B	Doxylamine Screen, Blood	\$185.00
9163SP	Doxylamine Screen, Serum/Plasma	\$130.00
1817B	Doxylamine, Blood	\$183.00
1817FL	Doxylamine, Fluid	\$386.00
1817SP	Doxylamine, Serum/Plasma	\$201.00
1817TI	Doxylamine, Tissue	\$421.00
1817U	Doxylamine, Urine	\$201.00
1826SP	Dronabinol, Serum/Plasma	\$398.00
1828B	Dronedarone, Blood	\$177.00
1828SP	Dronedarone, Serum/Plasma	\$177.00
8030B	Drug Facilitated Crime Panel, Blood (Forensic)	\$530.00
8030SP	Drug Facilitated Crime Panel, Serum/Plasma (Forensic)	\$530.00
8030U	Drug Facilitated Crime Panel, Urine (Forensic)	\$530.00
1876B	Drug Screen - Expanded, Blood	\$410.00
1876FL	Drug Screen - Expanded, Fluid	\$597.00
1876SP	Drug Screen - Expanded, Serum/Plasma	\$410.00
1876U	Drug Screen - Expanded, Urine	\$410.00
1874B	Drug Screen (10 Panel), Blood	\$376.00
1874U	Drug Screen (9 Panel), Urine	\$376.00
8098B	Drug Screen (GC/MS), Blood	\$540.00
8098SP	Drug Screen (GC/MS), Serum/Plasma	\$523.00
8098U	Drug Screen (GC/MS), Urine	\$520.00
1858B	Drugs of Abuse (10 Panel) and Alcohol Screen, Blood	\$125.00
8091B	Drugs of Abuse (10 Panel) and Alcohol Screen, Blood	\$435.00
8101B	Drugs of Abuse (10 Panel) and Alcohol Screen, Blood	\$182.00
1858FL	Drugs of Abuse (10 Panel) and Alcohol Screen, Fluid	\$356.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
8091FL	Drugs of Abuse (10 Panel) and Alcohol Screen, Fluid	\$617.00
8101FL	Drugs of Abuse (10 Panel) and Alcohol Screen, Fluid	\$384.00
1858SP	Drugs of Abuse (10 Panel) and Alcohol Screen, Serum/Plasma	\$125.00
8091SP	Drugs of Abuse (10 Panel) and Alcohol Screen, Serum/Plasma	\$435.00
8101SP	Drugs of Abuse (10 Panel) and Alcohol Screen, Serum/Plasma	\$182.00
1858TI	Drugs of Abuse (10 Panel) and Alcohol Screen, Tissue	\$423.00
8091TI	Drugs of Abuse (10 Panel) and Alcohol Screen, Tissue	\$684.00
8091U	Drugs of Abuse (11 Panel) and Alcohol Screen, Urine	\$435.00
8101U	Drugs of Abuse (11 Panel) and Alcohol Screen, Urine	\$182.00
8898OF	Drugs of Abuse (6 Panel) (Qualitative), Oral Fluid (Saliva)	\$90.00
8897OF	Drugs of Abuse (7 Panel) (Qualitative), Oral Fluid (Saliva)	\$140.00
1858U	Drugs of Abuse (9 Panel) and Alcohol Screen, Urine	\$154.00
8096B	Drugs of Abuse Screen (10 Panel), Blood	\$420.00
1864ME	Drugs of Abuse Screen (10 Panel), Meconium	\$218.00
8096SP	Drugs of Abuse Screen (10 Panel), Serum/Plasma	\$420.00
1864U	Drugs of Abuse Screen (10 Panel), Urine	\$107.00
1864B	Drugs of Abuse Screen (11 Panel), Blood	\$116.00
1864FL	Drugs of Abuse Screen (11 Panel), Fluid	\$348.00
1864SP	Drugs of Abuse Screen (11 Panel), Serum/Plasma	\$116.00
1864TI	Drugs of Abuse Screen (11 Panel), Tissue	\$553.00
8096U	Drugs of Abuse Screen (11 Panel), Urine	\$673.00
6943H	Drugs of Abuse Screen (6 Panel), Hair	\$581.00
1861U	Drugs of Abuse Screen (6 Panel), Urine	\$207.00
1861B	Drugs of Abuse Screen (7 Panel), Blood	\$207.00
6904ME	Drugs of Abuse Screen (7 Panel), Meconium	\$186.00
6946H	Drugs of Abuse Screen (9 Panel), Hair	\$694.00
8158B	DUID/DRE Expanded Drug Screen (w/Alcohol), Blood (Forensic)	\$439.00
8152B	DUID/DRE Expanded Drug Screen Add-On, Blood (Forensic)	\$160.00
8075U	DUID/DRE Expanded Drug Screen Add-On, Urine (Forensic)	\$146.00
8159B	DUID/DRE Expanded Drug Screen, Blood (Forensic)	\$419.00
8082B	DUID/DRE Inhalants Add-On, Blood (Forensic)	\$321.00
8151B	DUID/DRE Panel (w/Alcohol), Blood (Forensic)	\$351.00
8070U	DUID/DRE Panel (w/Alcohol), Urine (Forensic)	\$287.00
8150B	DUID/DRE Panel, Blood (Forensic)	\$331.00
8071U	DUID/DRE Panel, Urine (Forensic)	\$265.00
4666B	Duloxetine, Blood	\$257.00
4666SP	Duloxetine, Serum/Plasma	\$257.00
1900B	Dyazide, Blood	\$403.00
1900SP	Dyazide, Serum/Plasma	\$244.00
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	\$114.00
7025U	Electrolytes Panel, Urine - Send Out	\$118.00
1920B	Endrin, Blood	\$166.00
1920SP	Endrin, Serum/Plasma	\$166.00
1923B	Enflurane, Blood	\$374.00
8103B	Environmental Exposure Screen, Blood	\$880.00
9165B	Ephedrine Screen, Blood	\$172.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
1950B	Ephedrine, Blood	\$191.00
1950SP	Ephedrine, Serum/Plasma	\$205.00
1950U	Ephedrine, Urine	\$205.00
4023B	Ephedrine Panel, Blood	\$298.00
4023SP	Ephedrine Panel, Serum/Plasma	\$285.00
4023U	Ephedrine Panel, Urine	\$272.00
2022SP	Eplerenone, Serum/Plasma	\$160.00
1965B	Escitalopram, Blood	\$308.00
1965FL	Escitalopram, Fluid	\$341.00
1965SP	Escitalopram, Serum/Plasma	\$193.00
1965U	Escitalopram, Urine	\$308.00
1958B	Estazolam, Blood	\$429.00
1958SP	Estazolam, Serum/Plasma	\$429.00
1958U	Estazolam, Urine	\$429.00
1968B	Eszopiclone / Zopiclone, Blood	\$460.00
1968SP	Eszopiclone / Zopiclone, Serum/Plasma	\$318.00
1968TI	Eszopiclone / Zopiclone, Tissue	\$419.00
1968U	Eszopiclone / Zopiclone, Urine	\$318.00
1959SP	Ethambutol, Serum/Plasma	\$215.00
7542B	Ethanol - Title 17, Blood - Send Out	\$137.00
7542SP	Ethanol - Title 17, Serum/Plasma - Send Out	\$137.00
7542U	Ethanol - Title 17, Urine - Send Out	\$137.00
1970U	Ethchlorvynol Overdose, Urine	\$538.00
1970SP	Ethchlorvynol, Serum/Plasma	\$401.00
1980B	Ethinamate, Blood	\$100.00
1980SP	Ethinamate, Serum/Plasma	\$153.00
9171B	Ethosuximide Screen, Blood	\$146.00
9171SP	Ethosuximide Screen, Serum/Plasma	\$209.00
9171U	Ethosuximide Screen, Urine	\$146.00
2000B	Ethosuximide, Blood	\$146.00
2000SP	Ethosuximide, Serum/Plasma	\$189.00
2000U	Ethosuximide, Urine	\$194.00
2010B	Ethotoin, Blood	\$404.00
2010SP	Ethotoin, Serum/Plasma	\$146.00
9146UC	Ethyl Glucuronide Screen, Umbilical Cord Tissue	\$326.00
9361U	Ethyl Glucuronide Screen, Urine	\$154.00
2081B	Ethyl Glucuronide, Blood	\$341.00
2081U	Ethyl Glucuronide, Urine	\$154.00
9025U	Ethyl Sulfate Screen, Urine	\$163.00
2029U	Ethylbenzene Exposure Biouptake, Urine	\$239.00
2030B	Ethylbenzene, Blood	\$221.00
1038B	Ethylene Glycol Monobutyl Ether, Blood	\$327.00
1038SP	Ethylene Glycol Monobutyl Ether, Serum/Plasma	\$211.00
1039B	Ethylene Glycol Monoethyl Ether, Blood	\$337.00
1039SP	Ethylene Glycol Monoethyl Ether, Serum/Plasma	\$204.00
2055B	Ethylene Glycol Overexposure Profile, Blood	\$407.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
2055SP	Ethylene Glycol Overexposure Profile, Serum/Plasma	\$420.00
2062B	Ethylene Glycol, Blood	\$244.00
2062FL	Ethylene Glycol, Fluid	\$312.00
2062SP	Ethylene Glycol, Serum/Plasma	\$153.00
2062TI	Ethylene Glycol, Tissue	\$333.00
2062U	Ethylene Glycol, Urine	\$205.00
2064SP	Ethylmorphine, Serum/Plasma	\$386.00
2067B	Etodolac, Blood	\$800.00
2067SP	Etodolac, Serum/Plasma	\$773.00
2063B	Etomidate, Blood	\$373.00
2063FL	Etomidate, Fluid	\$558.00
2063P	Etomidate, Plasma	\$414.00
1022U	Eutylone (Qualitative), Urine	\$281.00
1022B	Eutylone, Blood	\$281.00
1022SP	Eutylone, Serum/Plasma	\$281.00
1022TI	Eutylone, Tissue	\$519.00
2066B	Everolimus, Blood	\$208.00
9352UC	Expanded Drug Screen, Umbilical Cord Tissue	\$563.00
4025SP	Ezogabine and Metabolite, Serum/Plasma	\$258.00
2068B	Famotidine, Blood	\$775.00
2069B	Felbamate, Blood	\$477.00
2069SP	Felbamate, Serum/Plasma	\$201.00
2082SP	Fenoprofen, Serum/Plasma	\$446.00
2079ME	Fentanyl and Metabolite (Qualitative), Meconium	\$372.00
9176B	Fentanyl and Metabolite Screen, Blood	\$127.00
9176FL	Fentanyl and Metabolite Screen, Fluid	\$327.00
9176SP	Fentanyl and Metabolite Screen, Serum/Plasma	\$127.00
9176TI	Fentanyl and Metabolite Screen, Tissue	\$396.00
2079B	Fentanyl and Metabolite, Blood	\$127.00
2079FL	Fentanyl and Metabolite, Fluid	\$162.00
2079SP	Fentanyl and Metabolite, Serum/Plasma	\$127.00
2079TI	Fentanyl and Metabolite, Tissue	\$195.00
2079U	Fentanyl and Metabolite, Urine	\$127.00
9291H	Fentanyl Screen, Hair	\$1,194.00
2073B	Fexofenadine, Blood	\$1,033.00
2073SP	Fexofenadine, Serum/Plasma	\$851.00
6303B	Firefighter Core Baseline Profile, Blood	\$328.00
6303U	Firefighter Core Baseline Profile, Urine	\$506.00
2088B	Flecainide, Blood	\$209.00
2088SP	Flecainide, Serum/Plasma	\$200.00
2088U	Flecainide, Urine	\$126.00
2089B	Fluconazole, Blood	\$680.00
2089SP	Fluconazole, Serum/Plasma	\$438.00
2085SP	Flucytosine, Serum/Plasma	\$438.00
9341B	Flunitrazepam and Metabolites Screen, Blood	\$257.00
9341SP	Flunitrazepam and Metabolites Screen, Serum/Plasma	\$257.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
9341TI	Flunitrazepam and Metabolites Screen, Tissue	\$357.00
9341U	Flunitrazepam and Metabolites Screen, Urine	\$257.00
2041U	Flunitrazepam and Metabolites, Urine	\$313.00
2092B	Fluoride Preservative Determination, Blood	\$469.00
2090LI	Fluoride Preservative Determination, Liquid	\$484.00
2090B	Fluoride, Blood	\$205.00
2090FL	Fluoride, Fluid	\$205.00
2090SP	Fluoride, Serum/Plasma	\$118.00
2090U	Fluoride, Urine	\$89.00
2100B	Fluorocarbon 113, Blood	\$446.00
2100TI	Fluorocarbon 113, Tissue	\$371.00
9179B	Fluoxetine and Metabolite Screen, Blood	\$204.00
9179SP	Fluoxetine and Metabolite Screen, Serum/Plasma	\$193.00
9179U	Fluoxetine and Metabolite Screen, Urine	\$204.00
2105B	Fluoxetine and Metabolite, Blood	\$119.00
2105FL	Fluoxetine and Metabolite, Fluid	\$197.00
2105SP	Fluoxetine and Metabolite, Serum/Plasma	\$191.00
2105TI	Fluoxetine and Metabolite, Tissue	\$185.00
2105U	Fluoxetine and Metabolite, Urine	\$116.00
2110B	Fluphenazine, Blood	\$197.00
2115SP	Fluphenazine, Serum/Plasma	\$114.00
2110TI	Fluphenazine, Tissue	\$439.00
2120B	Flurazepam and Metabolites, Blood	\$298.00
2120SP	Flurazepam and Metabolites, Serum/Plasma	\$354.00
2120U	Flurazepam as Metabolites, Urine	\$354.00
2095SP	Flurbiprofen, Serum/Plasma	\$184.00
2124B	Fluvoxamine, Blood	\$193.00
2124FL	Fluvoxamine, Fluid	\$395.00
2124SP	Fluvoxamine, Serum/Plasma	\$123.00
2124U	Fluvoxamine, Urine	\$123.00
2134B	Formic Acid, Blood	\$135.00
2134SP	Formic Acid, Serum/Plasma	\$135.00
2134U	Formic Acid, Urine	\$166.00
2136B	Fosphenytoin as Metabolite, Blood	\$153.00
2136SP	Fosphenytoin as Metabolite, Serum/Plasma	\$153.00
2140B	Furosemide, Blood	\$212.00
2140SP	Furosemide, Serum/Plasma	\$134.00
2140U	Furosemide, Urine	\$212.00
2143B	Gabapentin, Blood	\$144.00
2143FL	Gabapentin, Fluid	\$332.00
2143SP	Gabapentin, Serum/Plasma	\$144.00
2143TI	Gabapentin, Tissue	\$387.00
2143U	Gabapentin, Urine	\$195.00
2148B	Galantamine, Blood	\$371.00
2148SP	Galantamine, Serum/Plasma	\$371.00
2150B	Gallium, Blood	\$413.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
2150SP	Gallium, Serum/Plasma	\$251.00
2150U	Gallium, Urine	\$251.00
9326B	Gamma-Hydroxybutyric Acid Screen, Blood	\$293.00
9326FL	Gamma-Hydroxybutyric Acid Screen, Fluid	\$328.00
9326SP	Gamma-Hydroxybutyric Acid Screen, Serum/Plasma	\$293.00
9326U	Gamma-Hydroxybutyric Acid Screen, Urine	\$293.00
2187SP	Ganaxolone, Serum/Plasma	\$463.00
2162B	Ganciclovir, Blood	\$265.00
2154SP	Ganciclovir, Serum/Plasma	\$244.00
2154U	Ganciclovir, Urine	\$615.00
2156SP	Germanium, Serum/Plasma	\$395.00
2156U	Germanium, Urine	\$379.00
2159B	Glimepiride, Blood	\$132.00
2159SP	Glimepiride, Serum/Plasma	\$132.00
2158B	Glipizide, Blood	\$450.00
2158SP	Glipizide, Serum/Plasma	\$270.00
2164FL	Glucose (Vitreous), Fluid (Forensic)	\$24.00
7027SP	Glucose, Serum/Plasma - Send Out	\$101.00
7027U	Glucose, Urine - Send Out	\$103.00
9443B	Glutethimide Screen, Blood	\$183.00
9443SP	Glutethimide Screen, Serum/Plasma	\$210.00
2160B	Glutethimide, Blood	\$146.00
2160SP	Glutethimide, Serum/Plasma	\$191.00
2163SP	Glyburide, Serum/Plasma	\$210.00
2165B	Glycols Panel, Blood	\$318.00
2165FL	Glycols Panel, Fluid	\$594.00
2165LI	Glycols Panel, Liquid	\$647.00
2165SP	Glycols Panel, Serum/Plasma	\$318.00
2165TI	Glycols Panel, Tissue	\$688.00
2165U	Glycols Panel, Urine	\$604.00
2171B	Gold, Blood	\$89.00
2171SP	Gold, Serum/Plasma	\$89.00
2171U	Gold, Urine	\$89.00
7029O	Gram Stain (GRST) - Send Out	\$103.00
2180SP	Griseofulvin, Serum/Plasma	\$611.00
2185B	Guaifenesin, Blood	\$395.00
2185SP	Guaifenesin, Serum/Plasma	\$395.00
2185TI	Guaifenesin, Tissue	\$539.00
2185U	Guaifenesin, Urine	\$395.00
2186B	Guanfacine, Blood	\$295.00
2186SP	Guanfacine, Serum/Plasma	\$295.00
2186U	Guanfacine, Urine	\$295.00
HAIR KIT	Hair Kit/ Forensic	\$18.00
HAIRSEG	Hair Segmentation	\$182.00
HAIRSEG2	Hair Segmentation II	\$182.00
8758B	Hallucinogens Screen, Blood	\$257.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
8758SP	Hallucinogens Screen, Serum/Plasma	\$314.00
8758U	Hallucinogens Screen, Urine	\$257.00
2212B	Halocarbons Panel, Blood	\$273.00
9182B	Haloperidol Screen, Blood	\$148.00
9182SP	Haloperidol Screen, Serum/Plasma	\$133.00
2220B	Haloperidol, Blood	\$101.00
2220FL	Haloperidol, Fluid	\$292.00
2220SP	Haloperidol, Serum/Plasma	\$166.00
2220TI	Haloperidol, Tissue	\$375.00
2220U	Haloperidol, Urine	\$292.00
7814B	Hemoglobin Cascade Confirmation - Send Out	\$330.00
7812B	Hemoglobinopathy Screen (HGEL) - Send Out	\$112.00
7026B	Hepatitis A Antibody, Blood - Send Out	\$142.00
7072B	Hepatitis B Core Antibody, Blood - Send Out	\$107.00
7047B	Hepatitis B Surface Antibody, Blood - Send Out	\$170.00
7048B	Hepatitis B Surface Antigen Confirmatory Assay, Blood - Send Out	\$438.00
7053B	Hepatitis B Surface Antigen, Blood - Send Out	\$95.00
7049B	Hepatitis C Antibody, Blood - Send Out	\$105.00
2260SP	Heptachlor and Metabolite, Serum/Plasma	\$127.00
2270B	Heptane, n-, Blood	\$297.00
2270SP	Heptane, n-, Serum/Plasma	\$327.00
2278B	Herbicides Panel 2, Blood	\$299.00
2278SP	Herbicides Panel 2, Serum/Plasma	\$299.00
2278U	Herbicides Panel 2, Urine	\$299.00
2276B	Heroin Metabolites - Free (Unconjugated), Blood	\$308.00
2276SP	Heroin Metabolites - Free (Unconjugated), Serum/Plasma	\$308.00
2276U	Heroin Metabolites - Free (Unconjugated), Urine	\$308.00
9343B	Heroin Screen, Blood	\$182.00
9343SP	Heroin Screen, Serum/Plasma	\$112.00
9343U	Heroin Screen, Urine	\$112.00
2283B	Hexachlorobenzene, Blood	\$193.00
2283SP	Hexachlorobenzene, Serum/Plasma	\$193.00
2290B	Hexane, n-, Blood	\$182.00
2290SP	Hexane, n-, Serum/Plasma	\$289.00
2291U	Hexanol, 1 and 2-, Urine	\$348.00
2306U	Hippuric Acid and Methylhippuric Acid, Urine	\$204.00
2300U	Hippuric Acid, Urine	\$115.00
7033B	HIV-1/HIV-2 Plus O EIA - Send Out	\$96.00
7086O	Human metapneumovirus (HMPVP) - Send Out	\$1,013.00
2308SP	Hydralazine, Serum/Plasma	\$746.00
2321B	Hydrocarbon and Oxygenated Volatiles Panel, Blood	\$114.00
2321FL	Hydrocarbon and Oxygenated Volatiles Panel, Fluid	\$185.00
2321TI	Hydrocarbon and Oxygenated Volatiles Panel, Tissue	\$230.00
2321U	Hydrocarbon and Oxygenated Volatiles Panel, Urine	\$175.00
2330B	Hydrochlorothiazide, Blood	\$212.00
2330SP	Hydrochlorothiazide, Serum/Plasma	\$212.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
2330U	Hydrochlorothiazide, Urine	\$212.00
2340B	Hydrocodone - Free (Unconjugated), Blood	\$170.00
2340FL	Hydrocodone - Free (Unconjugated), Fluid	\$166.00
2340SP	Hydrocodone - Free (Unconjugated), Serum/Plasma	\$170.00
8663B	Hydrocodone and Metabolites - Free (Unconjugated), Blood	\$247.00
8663FL	Hydrocodone and Metabolites - Free (Unconjugated), Fluid	\$314.00
8663SP	Hydrocodone and Metabolites - Free (Unconjugated), Serum/Plasma	\$247.00
8663TI	Hydrocodone and Metabolites - Total (Conjugated/Unconjugated), Tissue	\$348.00
8663U	Hydrocodone and Metabolites - Total (Conjugated/Unconjugated), Urine	\$247.00
9332B	Hydrocodone Screen, Blood	\$183.00
9332SP	Hydrocodone Screen, Serum/Plasma	\$183.00
8664B	Hydromorphone - Free (Unconjugated), Blood	\$410.00
8664FL	Hydromorphone - Free (Unconjugated), Fluid	\$348.00
8664SP	Hydromorphone - Free (Unconjugated), Serum/Plasma	\$410.00
8664TI	Hydromorphone - Free (Unconjugated), Tissue	\$381.00
8664U	Hydromorphone - Total (Conjugated/Unconjugated), Urine	\$256.00
2362B	Hydroxychloroquine, Blood	\$270.00
2362FL	Hydroxychloroquine, Fluid	\$305.00
2362SP	Hydroxychloroquine, Serum/Plasma	\$270.00
2362TI	Hydroxychloroquine, Tissue	\$339.00
2362U	Hydroxychloroquine, Urine	\$387.00
2365B	Hydroxyzine and Metabolite, Blood	\$127.00
2365FL	Hydroxyzine and Metabolite, Fluid	\$335.00
2365SP	Hydroxyzine and Metabolite, Serum/Plasma	\$201.00
2365U	Hydroxyzine and Metabolite, Urine	\$201.00
2365TI	Hydroxyzine, Tissue	\$372.00
2369B	Hyoscyamine, Blood	\$334.00
2369SP	Hyoscyamine, Serum/Plasma	\$209.00
2369U	Hyoscyamine, Urine	\$209.00
4261B	Hypoglycemic Panel, Blood	\$407.00
4261SP	Hypoglycemic Panel, Serum/Plasma	\$407.00
2390B	Ibuprofen, Blood	\$133.00
2390FL	Ibuprofen, Fluid	\$335.00
2390SP	Ibuprofen, Serum/Plasma	\$133.00
2390TI	Ibuprofen, Tissue	\$356.00
2390U	Ibuprofen, Urine	\$100.00
2395B	Iloperidone, Blood	\$207.00
2395SP	Iloperidone, Serum/Plasma	\$207.00
9434B	Imipramine and Metabolite Screen, Blood	\$130.00
9434SP	Imipramine and Metabolite Screen, Serum/Plasma	\$204.00
9434U	Imipramine and Metabolite Screen, Urine	\$212.00
2400B	Imipramine and Metabolite, Blood	\$123.00
8703B	Imipramine and Metabolite, Blood	\$542.00
2400SP	Imipramine and Metabolite, Serum/Plasma	\$132.00
8703SP	Imipramine and Metabolite, Serum/Plasma	\$522.00
2400U	Imipramine and Metabolite, Urine	\$88.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
8703U	Imipramine and Metabolite, Urine	\$328.00
7028SP	Immunoglobulin E, Serum/Plasma - Send Out	\$101.00
2397SP	Indapamide, Serum/Plasma	\$169.00
2406B	Indium, Blood	\$219.00
2406R	Indium, RBCs	\$146.00
2406SP	Indium, Serum/Plasma	\$219.00
2406U	Indium, Urine	\$146.00
2410B	Indomethacin, Blood	\$171.00
2410SP	Indomethacin, Serum/Plasma	\$161.00
2410U	Indomethacin, Urine	\$171.00
2412B	Inhalants Panel, Alkane Gases, Blood	\$187.00
2412TI	Inhalants Panel, Alkane Gases, Tissue	\$273.00
2421B	Inhalants Panel, Anesthetics, Blood	\$821.00
2414B	Inhalants Panel, Halocarbons, Blood	\$206.00
2414TI	Inhalants Panel, Halocarbons, Tissue	\$307.00
2411B	Inhalants Panel, Solvents, Blood	\$110.00
2411TI	Inhalants Panel, Solvents, Tissue	\$216.00
6364R	Inorganic Panel 64, RBCs	\$486.00
2428U	Iodine - Total, Urine	\$134.00
2428FL	Iodine, Fluid	\$322.00
2428SP	Iodine, Serum/Plasma	\$134.00
2425B	Ipecac Use Markers Screen, Blood	\$1,098.00
2425FL	Ipecac Use Markers Screen, Fluid	\$1,145.00
2425SP	Ipecac Use Markers Screen, Serum/Plasma	\$930.00
2425U	Ipecac Use Markers Screen, Urine	\$1,098.00
2430UH	Iron, 24 Hour Urine	\$76.00
2430B	Iron, Blood	\$76.00
2430SP	Iron, Serum/Plasma	\$76.00
2430ST	Iron, Stool	\$273.00
2430U	Iron, Urine	\$76.00
2457SP	Isavuconazole, Serum/Plasma	\$449.00
2436SP	Isobutanol, Serum/Plasma	\$150.00
2437B	Isoflurane, Blood	\$193.00
2440SP	Isoniazid, Serum/Plasma	\$217.00
2445B	Isopropanol and Acetone, Blood	\$74.00
2445SP	Isopropanol and Acetone, Serum/Plasma	\$74.00
2445U	Isopropanol and Acetone, Urine	\$74.00
2458SP	Isotretinoin and Metabolite, Serum/Plasma	\$266.00
2456SP	Isotretinoin, Serum/Plasma	\$233.00
2460B	Itraconazole, Blood	\$721.00
2460SP	Itraconazole, Serum/Plasma	\$462.00
9188B	Ketamine and Metabolite Screen, Blood	\$114.00
9188SP	Ketamine and Metabolite Screen, Serum/Plasma	\$114.00
9188U	Ketamine and Metabolite Screen, Urine	\$114.00
2479B	Ketamine and Metabolite, Blood	\$123.00
2479FL	Ketamine and Metabolite, Fluid	\$188.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
2479SP	Ketamine and Metabolite, Serum/Plasma	\$123.00
2479TI	Ketamine and Metabolite, Tissue	\$391.00
2479U	Ketamine and Metabolite, Urine	\$118.00
9190B	Ketoacidosis Screen, Postmortem, Blood (Forensic)	\$169.00
9190FL	Ketoacidosis Screen, Postmortem, Fluid (Forensic)	\$237.00
2485B	Ketoconazole, Blood	\$555.00
2485SP	Ketoconazole, Serum/Plasma	\$414.00
2480SP	Ketone Bodies Panel, Serum/Plasma	\$326.00
2481B	Ketone Panel, Blood	\$349.00
2481FL	Ketone Panel, Fluid	\$301.00
2481U	Ketone Panel, Urine	\$349.00
2486B	Ketoprofen, Blood	\$439.00
2486SP	Ketoprofen, Serum/Plasma	\$454.00
2482B	Ketorolac, Blood	\$407.00
2482FL	Ketorolac, Fluid	\$568.00
2482SP	Ketorolac, Serum/Plasma	\$407.00
2488B	Labetalol, Blood	\$589.00
2488FL	Labetalol, Fluid	\$654.00
2488SP	Labetalol, Serum/Plasma	\$404.00
2527B	Lacosamide, Blood	\$205.00
2527FL	Lacosamide, Fluid	\$405.00
2527SP	Lacosamide, Serum/Plasma	\$205.00
2527U	Lacosamide, Urine	\$205.00
2484B	Lamotrigine, Blood	\$89.00
2484FL	Lamotrigine, Fluid	\$279.00
2484SP	Lamotrigine, Serum/Plasma	\$89.00
2484U	Lamotrigine, Urine	\$137.00
2499U	Laxatives Panel (Qualitative), Urine	\$330.00
81868B	LC-TOF Add-On (Qualitative), Blood	\$105.00
81868SP	LC-TOF Add-On (Qualitative), Serum/Plasma	\$105.00
81868U	LC-TOF Add-On (Qualitative), Urine	\$105.00
2490B	Lead and ZPP, Blood	\$69.00
2492UH	Lead, 24 Hour Urine	\$98.00
2492B	Lead, Blood	\$48.00
2492FL	Lead, Fluid	\$249.00
2492H	Lead, Hair	\$404.00
2492LI	Lead, Liquid	\$154.00
2492N	Lead, Nails	\$404.00
2492R	Lead, RBCs	\$82.00
2492SP	Lead, Serum/Plasma	\$98.00
2492TI	Lead, Tissue	\$317.00
2492U	Lead, Urine	\$98.00
2532B	Leflunomide as Metabolite (Pre-Pregnancy Monitoring), Blood	\$333.00
2532SP	Leflunomide as Metabolite (Pre-Pregnancy Monitoring), Serum/Plasma	\$333.00
2531B	Leflunomide as Metabolite (Therapeutic Drug Monitoring), Blood	\$333.00
2531SP	Leflunomide as Metabolite (Therapeutic Drug Monitoring), Serum/Plasma	\$333.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
92260	Legal Alcohol (TCME 2300) - Send Out	\$231.00
2501B	Levamisole, Blood	\$313.00
2501SP	Levamisole, Serum/Plasma	\$313.00
2501U	Levamisole, Urine	\$313.00
2505B	Levetiracetam, Blood	\$134.00
2505SP	Levetiracetam, Serum/Plasma	\$134.00
2517B	Levocetirizine, Blood	\$524.00
2517SP	Levocetirizine, Serum/Plasma	\$579.00
2504SP	Levodopa, Serum/Plasma	\$234.00
9317B	Lidocaine and Metabolite (MEGX) Screen, Blood	\$242.00
9317SP	Lidocaine and Metabolite (MEGX) Screen, Serum/Plasma	\$234.00
9317U	Lidocaine and Metabolite (MEGX) Screen, Urine	\$234.00
2512B	Lidocaine and Metabolite (MEGX), Blood	\$191.00
2512FL	Lidocaine and Metabolite (MEGX), Fluid	\$393.00
2512SP	Lidocaine and Metabolite (MEGX), Serum/Plasma	\$183.00
2512TI	Lidocaine and Metabolite (MEGX), Tissue	\$461.00
2512U	Lidocaine and Metabolite (MEGX), Urine	\$183.00
2511SP	Lidocaine, Serum/Plasma	\$93.00
2516B	Lindane, Blood	\$439.00
2516SP	Lindane, Serum/Plasma	\$252.00
2800B	Lisdexamfetamine as Metabolite, Blood	\$224.00
2800SP	Lisdexamfetamine as Metabolite, Serum/Plasma	\$249.00
2800U	Lisdexamfetamine as Metabolite, Urine	\$247.00
2520B	Lithium, Blood	\$56.00
2520FL	Lithium, Fluid	\$257.00
2520R	Lithium, RBCs	\$88.00
2520SP	Lithium, Serum/Plasma	\$56.00
2520TI	Lithium, Tissue	\$326.00
2520U	Lithium, Urine	\$56.00
2533B	Loperamide and Metabolite, Blood	\$400.00
2533SP	Loperamide and Metabolite, Serum/Plasma	\$400.00
2525B	Loratadine and Metabolite, Blood	\$292.00
2525SP	Loratadine and Metabolite, Serum/Plasma	\$463.00
2525U	Loratadine and Metabolite, Urine	\$463.00
2535B	Lorazepam, Blood	\$177.00
2535FL	Lorazepam, Fluid	\$344.00
2535SP	Lorazepam, Serum/Plasma	\$109.00
2535U	Lorazepam, Urine	\$166.00
2538B	Loxapine, Blood	\$454.00
2538SP	Loxapine, Serum/Plasma	\$290.00
2538U	Loxapine, Urine	\$427.00
2541B	LSD Screen, Blood	\$92.00
2541SP	LSD Screen, Serum/Plasma	\$146.00
2541U	LSD Screen, Urine	\$92.00
2540B	LSD Trace Analysis, Blood	\$381.00
2540SP	LSD Trace Analysis, Serum/Plasma	\$370.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
2540U	LSD Trace Analysis, Urine	\$233.00
2543B	Lurasidone, Blood	\$202.00
2543SP	Lurasidone, Serum/Plasma	\$202.00
2551B	Magnesium - Total, Blood	\$60.00
2551FL	Magnesium - Total, Fluid	\$261.00
2551H	Magnesium - Total, Hair	\$416.00
2551R	Magnesium - Total, RBCs	\$60.00
2551SP	Magnesium - Total, Serum/Plasma	\$60.00
2551ST	Magnesium - Total, Stool	\$416.00
2551TI	Magnesium - Total, Tissue	\$263.00
2551U	Magnesium - Total, Urine	\$113.00
2570B	Manganese, Blood	\$99.00
2570FL	Manganese, Fluid	\$298.00
2570H	Manganese, Hair	\$454.00
2570LI	Manganese, Liquid	\$564.00
2570N	Manganese, Nails	\$688.00
2570R	Manganese, RBCs	\$99.00
2570SP	Manganese, Serum/Plasma	\$99.00
2570TI	Manganese, Tissue	\$366.00
2570U	Manganese, Urine	\$99.00
2573B	Maprotiline, Blood	\$384.00
2573SP	Maprotiline, Serum/Plasma	\$371.00
2573U	Maprotiline, Urine	\$234.00
9196SP	Meclizine Screen, Serum/Plasma	\$191.00
2590B	Meclizine, Blood	\$204.00
2590SP	Meclizine, Serum/Plasma	\$177.00
2590TI	Meclizine, Tissue	\$444.00
2595B	Mefloquine, Blood	\$734.00
2595SP	Mefloquine, Serum/Plasma	\$511.00
2604B	Melatonin, Blood	\$281.00
2604FL	Melatonin, Fluid	\$463.00
2604SP	Melatonin, Serum/Plasma	\$281.00
2604TI	Melatonin, Tissue	\$519.00
2604U	Melatonin, Urine	\$281.00
2581B	Memantine, Blood	\$364.00
2581SP	Memantine, Serum/Plasma	\$364.00
2605B	Menthol, Blood	\$310.00
2605SP	Menthol, Serum/Plasma	\$446.00
9440B	Meperidine and Metabolite Screen, Blood	\$204.00
9440SP	Meperidine and Metabolite Screen, Serum/Plasma	\$130.00
2610B	Meperidine and Metabolite, Blood	\$201.00
8721B	Meperidine and Metabolite, Blood	\$533.00
2610SP	Meperidine and Metabolite, Serum/Plasma	\$201.00
8721SP	Meperidine and Metabolite, Serum/Plasma	\$464.00
2610U	Meperidine and Metabolite, Urine	\$127.00
8721U	Meperidine and Metabolite, Urine	\$513.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
9444U	Meperidine Screen, Urine	\$92.00
9200SP	Mepivacaine Screen, Serum/Plasma	\$221.00
2640B	Mepivacaine, Blood	\$185.00
2640SP	Mepivacaine, Serum/Plasma	\$180.00
2650B	Meprobamate, Blood	\$270.00
2650SP	Meprobamate, Serum/Plasma	\$162.00
2650U	Meprobamate, Urine	\$258.00
2665B	Mercaptopurine and Metabolites, Blood	\$275.00
2670UH	Mercury, 24 Hour Urine	\$74.00
2670B	Mercury, Blood	\$53.00
2670FL	Mercury, Fluid	\$257.00
2670H	Mercury, Hair	\$599.00
2670LI	Mercury, Liquid	\$260.00
2670N	Mercury, Nails	\$413.00
2670R	Mercury, RBCs	\$53.00
2670SP	Mercury, Serum/Plasma	\$53.00
2670TI	Mercury, Tissue	\$326.00
2670U	Mercury, Urine	\$119.00
2680B	Mescaline Screen, Blood	\$135.00
2680SP	Mescaline Screen, Serum/Plasma	\$211.00
2680U	Mescaline Screen, Urine	\$135.00
2679B	Mescaline, Blood	\$463.00
2679SP	Mescaline, Serum/Plasma	\$462.00
2679U	Mescaline, Urine	\$291.00
2689SP	Mesoridazine, Serum/Plasma	\$204.00
2664UH	Metals Panel 4 (Arsenic, Cadmium, Lead, Mercury), 24 Hour Urine	\$364.00
2664U	Metals Panel 4 (Arsenic, Cadmium, Lead, Mercury), Urine	\$364.00
2693B	Metals/Metalloids Acute Poisoning Panel, Blood	\$447.00
2693FL	Metals/Metalloids Acute Poisoning Panel, Fluid	\$654.00
2693H	Metals/Metalloids Acute Poisoning Panel, Hair	\$636.00
2693R	Metals/Metalloids Acute Poisoning Panel, RBCs	\$447.00
2693SP	Metals/Metalloids Acute Poisoning Panel, Serum/Plasma	\$447.00
2693TI	Metals/Metalloids Acute Poisoning Panel, Tissue	\$697.00
2693U	Metals/Metalloids Acute Poisoning Panel, Urine	\$447.00
2661B	Metals/Metalloids Panel 1, Blood	\$261.00
2661H	Metals/Metalloids Panel 1, Hair	\$485.00
2661N	Metals/Metalloids Panel 1, Nails	\$485.00
2661SP	Metals/Metalloids Panel 1, Serum/Plasma	\$289.00
2661U	Metals/Metalloids Panel 1, Urine	\$299.00
2662B	Metals/Metalloids Panel 2, Blood	\$364.00
2662H	Metals/Metalloids Panel 2, Hair	\$561.00
2662N	Metals/Metalloids Panel 2, Nails	\$561.00
2662SP	Metals/Metalloids Panel 2, Serum/Plasma	\$364.00
2662U	Metals/Metalloids Panel 2, Urine	\$575.00
2663B	Metals/Metalloids Panel 3, Blood	\$403.00
2663H	Metals/Metalloids Panel 3, Hair	\$607.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
2663N	Metals/Metalloids Panel 3, Nails	\$607.00
2663SP	Metals/Metalloids Panel 3, Serum/Plasma	\$415.00
2663U	Metals/Metalloids Panel 3, Urine	\$642.00
2720B	Metaxalone, Blood	\$227.00
2720SP	Metaxalone, Serum/Plasma	\$227.00
2720U	Metaxalone, Urine	\$227.00
2740B	Metformin, Blood	\$173.00
2740FL	Metformin, Fluid	\$372.00
2740SP	Metformin, Serum/Plasma	\$173.00
2740U	Metformin, Urine	\$260.00
2760ME	Methadone and Metabolite (Qualitative), Meconium	\$344.00
8894OF	Methadone and Metabolite (Qualitative), Oral Fluid (Saliva)	\$68.00
8722B	Methadone and Metabolite, Blood	\$258.00
8722FL	Methadone and Metabolite, Fluid	\$327.00
8722SP	Methadone and Metabolite, Serum/Plasma	\$258.00
8722TI	Methadone and Metabolite, Tissue	\$359.00
8722U	Methadone and Metabolite, Urine	\$258.00
9324B	Methadone Screen, Blood	\$148.00
9324SP	Methadone Screen, Serum/Plasma	\$146.00
9324U	Methadone Screen, Urine	\$143.00
9522B	Methamphetamine and Amphetamine Screen, Blood	\$172.00
9522SP	Methamphetamine and Amphetamine Screen, Serum/Plasma	\$172.00
9522U	Methamphetamine and Amphetamine Screen, Urine	\$103.00
2810B	Methamphetamine and Metabolite, Blood	\$234.00
2810FL	Methamphetamine and Metabolite, Fluid	\$387.00
2810SP	Methamphetamine and Metabolite, Serum/Plasma	\$154.00
2810U	Methamphetamine and Metabolite, Urine	\$189.00
2745B	Methane, Blood	\$579.00
2836U	Methanol Exposure Profile, Urine	\$182.00
2837B	Methanol Poisoning Profile, Blood	\$429.00
2837SP	Methanol Poisoning Profile, Serum/Plasma	\$444.00
2835B	Methanol, Blood	\$125.00
2835FL	Methanol, Fluid	\$191.00
2835SP	Methanol, Serum/Plasma	\$78.00
2835U	Methanol, Urine	\$78.00
2849B	Methaqualone, Blood	\$298.00
2849SP	Methaqualone, Serum/Plasma	\$181.00
2849U	Methaqualone, Urine	\$181.00
2860B	Metharbital and Metabolite, Blood	\$404.00
2860SP	Metharbital and Metabolite, Serum/Plasma	\$200.00
2860U	Metharbital and Metabolite, Urine	\$404.00
2863SP	Methazolamide, Serum/Plasma	\$183.00
2887B	Methemoglobin, Blood	\$201.00
2892B	Methimazole, Blood	\$445.00
2892SP	Methimazole, Serum/Plasma	\$219.00
2900B	Methocarbamol, Blood	\$162.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
2900FL	Methocarbamol, Fluid	\$364.00
2900SP	Methocarbamol, Serum/Plasma	\$166.00
0649SP	Methotrexate, Serum/Plasma	\$204.00
2930B	Methoxychlor, Blood	\$146.00
2950B	Methsuximide as Metabolite, Blood	\$435.00
2950SP	Methsuximide as Metabolite, Serum/Plasma	\$153.00
2970B	Methyl Bromide as Metabolite, Blood	\$101.00
2970SP	Methyl Bromide as Metabolite, Serum/Plasma	\$166.00
2970U	Methyl Bromide as Metabolite, Urine	\$166.00
4630B	Methyl Chloroform, Blood	\$201.00
2990B	Methyl Ethyl Ketone, Blood	\$143.00
2990SP	Methyl Ethyl Ketone, Serum/Plasma	\$91.00
2990U	Methyl Ethyl Ketone, Urine	\$66.00
2982B	Methyl Isobutyl Ketone, Blood	\$247.00
2982U	Methyl Isobutyl Ketone, Urine	\$247.00
2984U	Methyl n-Butyl Ketone Exposure Monitoring, Urine	\$160.00
2980B	Methyl n-Butyl Ketone, Blood	\$172.00
2051B	Methyl Tertiary Butyl Ether and Metabolite, Blood	\$462.00
2051U	Methyl Tertiary Butyl Ether and Metabolite, Urine	\$713.00
2050B	Methyl Tertiary Butyl Ether, Blood	\$469.00
3005B	Methylchloroform Exposure, Blood	\$143.00
3005SP	Methylchloroform Exposure, Serum/Plasma	\$143.00
3006U	Methylchloroform, Urine	\$221.00
2986U	Methylenedianiline, Urine	\$431.00
2584B	Methylenedioxyamphetamine, Blood	\$411.00
2584SP	Methylenedioxyamphetamine, Serum/Plasma	\$249.00
2584U	Methylenedioxyamphetamine, Urine	\$249.00
9293B	Methylenedioxymethamphetamine and Metabolite Screen, Blood	\$143.00
9293SP	Methylenedioxymethamphetamine and Metabolite Screen, Serum/Plasma	\$219.00
9293U	Methylenedioxymethamphetamine and Metabolite Screen, Urine	\$143.00
2585B	Methylenedioxymethamphetamine and Metabolite, Blood	\$378.00
2585SP	Methylenedioxymethamphetamine and Metabolite, Serum/Plasma	\$378.00
2585U	Methylenedioxymethamphetamine and Metabolite, Urine	\$239.00
9193U	Methylphenidate and Metabolite Screen, Urine	\$239.00
3020B	Methylphenidate and Metabolite, Blood	\$126.00
3020SP	Methylphenidate and Metabolite, Serum/Plasma	\$126.00
3020TI	Methylphenidate and Metabolite, Tissue	\$226.00
3020U	Methylphenidate and Metabolite, Urine	\$126.00
3041B	Metoclopramide, Blood	\$578.00
3041SP	Metoclopramide, Serum/Plasma	\$578.00
3041U	Metoclopramide, Urine	\$578.00
3042B	Metolazone, Blood	\$226.00
3042SP	Metolazone, Serum/Plasma	\$219.00
3043B	Metoprolol, Blood	\$147.00
3043FL	Metoprolol, Fluid	\$215.00
3043SP	Metoprolol, Serum/Plasma	\$238.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
3043U	Metoprolol, Urine	\$238.00
3048SP	Metribuzin, Serum/Plasma	\$445.00
3050B	Metronidazole, Blood	\$389.00
3050SP	Metronidazole, Serum/Plasma	\$371.00
9211B	Mexiletine Screen, Blood	\$270.00
9211SP	Mexiletine Screen, Serum/Plasma	\$258.00
3055B	Mexiletine, Blood	\$615.00
3055SP	Mexiletine, Serum/Plasma	\$103.00
MICRO	Micro Specimen Surcharge	\$91.00
3057U	Midazolam as Metabolite, Urine	\$123.00
3057B	Midazolam, Blood	\$123.00
3057FL	Midazolam, Fluid	\$188.00
3057SP	Midazolam, Serum/Plasma	\$193.00
3061B	Milnacipran/Levomilnacipran, Blood	\$205.00
3061SP	Milnacipran/Levomilnacipran, Serum/Plasma	\$205.00
3061U	Milnacipran/Levomilnacipran, Urine	\$205.00
3066B	Mineral Profile, Blood	\$587.00
3066R	Mineral Profile, RBCs	\$379.00
3066SP	Mineral Profile, Serum/Plasma	\$379.00
3075B	Mirtazapine, Blood	\$127.00
3075SP	Mirtazapine, Serum/Plasma	\$127.00
3075U	Mirtazapine, Urine	\$201.00
3059B	Mitotane, Blood	\$494.00
3059SP	Mitotane, Serum/Plasma	\$147.00
3078U	Mitragynine (Qualitative), Urine	\$180.00
3064B	Mitragynine, Blood	\$188.00
3064SP	Mitragynine, Serum/Plasma	\$188.00
3081U	MOCA and MDA Exposure Profile, Urine	\$289.00
3080U	MOCA, Urine	\$414.00
3045B	Modafinil / Armodafinil, Blood	\$238.00
3045SP	Modafinil / Armodafinil, Serum/Plasma	\$147.00
3082B	Molindone, Blood	\$397.00
3082SP	Molindone, Serum/Plasma	\$134.00
3082U	Molindone, Urine	\$134.00
3090B	Molybdenum, Blood	\$76.00
3090H	Molybdenum, Hair	\$431.00
3090R	Molybdenum, RBCs	\$76.00
3090SP	Molybdenum, Serum/Plasma	\$76.00
3090U	Molybdenum, Urine	\$88.00
3098U	Mono-n-butyl phthalate (MNBP), Urine	\$285.00
3092SP	Moricizine, Serum/Plasma	\$189.00
8666B	Morphine - Free (Unconjugated), Blood	\$359.00
8666FL	Morphine - Free (Unconjugated), Fluid	\$312.00
8666SP	Morphine - Free (Unconjugated), Serum/Plasma	\$251.00
8666U	Morphine - Free (Unconjugated), Urine	\$398.00
8673B	Morphine - Free and Total, Blood	\$496.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
8673SP	Morphine - Free and Total, Serum/Plasma	\$546.00
8673U	Morphine - Free and Total, Urine	\$546.00
8672B	Morphine - Total (Conjugated/Unconjugated), Blood	\$221.00
8672SP	Morphine - Total (Conjugated/Unconjugated), Serum/Plasma	\$221.00
8672U	Morphine - Total (Conjugated/Unconjugated), Urine	\$221.00
3085B	Morphine and Glucuronide Metabolites, Blood	\$344.00
3085SP	Morphine and Glucuronide Metabolites, Serum/Plasma	\$344.00
3063B	Mycophenolic Acid and Metabolite, Blood	\$524.00
3063SP	Mycophenolic Acid and Metabolite, Serum/Plasma	\$378.00
3063U	Mycophenolic Acid and Metabolite, Urine	\$524.00
3060U	N,N-Dimethylacetamide Exposure (N-Methylacetamide), Urine	\$713.00
3070U	N,N-Dimethylformamide (DMF) Exposure (N-Monomethylformamide), Urine	\$274.00
3218B	N,N-Dimethylpentylone & Pentylone, Blood	\$325.00
3218SP	N,N-Dimethylpentylone & Pentylone, Serum/Plasma	\$325.00
3218U	N,N-Dimethylpentylone & Pentylone, Urine	\$325.00
3107B	Nabumetone as Metabolite, Blood	\$204.00
3107SP	Nabumetone as Metabolite, Serum/Plasma	\$193.00
3107U	Nabumetone as Metabolite, Urine	\$204.00
3103B	Nadolol, Blood	\$238.00
3103SP	Nadolol, Serum/Plasma	\$238.00
3103U	Nadolol, Urine	\$244.00
3110B	Nalbuphine - Free (Unconjugated), Blood	\$333.00
3110SP	Nalbuphine - Free (Unconjugated), Serum/Plasma	\$513.00
3110U	Nalbuphine - Total (Conjugated/Unconjugated), Urine	\$529.00
3111B	Naloxone - Free (Unconjugated), Blood	\$93.00
3111SP	Naloxone - Free (Unconjugated), Serum/Plasma	\$93.00
3113U	Naloxone - Total (Conjugated/Unconjugated) Screen, Urine	\$344.00
3111U	Naloxone - Total (Conjugated/Unconjugated), Urine	\$93.00
3116B	Naltrexone and Metabolite - Free (Unconjugated), Blood	\$467.00
3116SP	Naltrexone and Metabolite - Free (Unconjugated), Serum/Plasma	\$450.00
3116U	Naltrexone and Metabolite - Total (Conjugated/Unconjugated), Urine	\$452.00
3130B	Naproxen, Blood	\$114.00
3130FL	Naproxen, Fluid	\$317.00
3130SP	Naproxen, Serum/Plasma	\$183.00
3130U	Naproxen, Urine	\$183.00
3118B	Nateglinide, Blood	\$132.00
3118SP	Nateglinide, Serum/Plasma	\$132.00
3145B	Nefazodone, Blood	\$169.00
3145SP	Nefazodone, Serum/Plasma	\$154.00
3145U	Nefazodone, Urine	\$103.00
2292U	n-Hexane Exposure Monitoring, Urine	\$300.00
3140B	Nickel, Blood	\$76.00
3140FL	Nickel, Fluid	\$273.00
3140H	Nickel, Hair	\$431.00
3140N	Nickel, Nails	\$431.00
3140R	Nickel, RBCs	\$124.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
3140SP	Nickel, Serum/Plasma	\$76.00
3140TI	Nickel, Tissue	\$341.00
3140U	Nickel, Urine	\$106.00
9404B	Nicotine and Metabolite Screen, Blood	\$148.00
9404SP	Nicotine and Metabolite Screen, Serum/Plasma	\$103.00
9404U	Nicotine and Metabolite with Anabasine Screen, Urine	\$111.00
3150U	Nicotine and Metabolite with Anabasine, Urine	\$127.00
3150B	Nicotine and Metabolite, Blood	\$109.00
3150FL	Nicotine and Metabolite, Fluid	\$312.00
3150SP	Nicotine and Metabolite, Serum/Plasma	\$109.00
3150TI	Nicotine and Metabolite, Tissue	\$379.00
3158B	Nifedipine, Blood	\$332.00
3158SP	Nifedipine, Serum/Plasma	\$370.00
3168B	Nitazenes Panel, Blood	\$363.00
3168SP	Nitazenes Panel, Serum/Plasma	\$363.00
3174B	Nitrate/Nitrite (Qualitative), Blood (Forensic)	\$341.00
3174SP	Nitrate/Nitrite (Qualitative), Serum/Plasma	\$341.00
9215B	Nitrazepam and Metabolite Screen, Blood	\$261.00
9215SP	Nitrazepam and Metabolite Screen, Serum/Plasma	\$182.00
3175B	Nitrazepam and Metabolite, Blood	\$447.00
3175SP	Nitrazepam and Metabolite, Serum/Plasma	\$431.00
3175U	Nitrazepam and Metabolite, Urine	\$273.00
3214A	Nitrous Oxide, Air	\$539.00
3214B	Nitrous Oxide, Blood	\$507.00
3214FL	Nitrous Oxide, Fluid	\$565.00
3214TI	Nitrous Oxide, Tissue	\$607.00
3214U	Nitrous Oxide, Urine	\$539.00
8054B	NMS TotalTox™ Panel, Blood (Forensic)	\$572.00
NONBIO/LIQ	Non-biological Fee (Liquid)	\$140.00
NONBIO/SOL	Non-biological Fee (Solid)	\$206.00
3223SP	Nonsteroidal Anti-Inflammatory Drug Panel, Serum/Plasma	\$439.00
3216B	Nordiazepam and Metabolite, Blood	\$303.00
3216SP	Nordiazepam and Metabolite, Serum/Plasma	\$303.00
3216U	Nordiazepam and Metabolite, Urine	\$290.00
9433B	Nortriptyline Screen, Blood	\$123.00
9433U	Nortriptyline Screen, Urine	\$88.00
3220B	Nortriptyline, Blood	\$132.00
8702B	Nortriptyline, Blood	\$513.00
3220FL	Nortriptyline, Fluid	\$320.00
3220SP	Nortriptyline, Serum/Plasma	\$132.00
3220TI	Nortriptyline, Tissue	\$402.00
3220U	Nortriptyline, Urine	\$87.00
8702U	Nortriptyline, Urine	\$513.00
8756B	Novel Psychoactive Substances (NPS) Screen 1, Blood	\$374.00
8756SP	Novel Psychoactive Substances (NPS) Screen 1, Serum/Plasma	\$374.00
8756U	Novel Psychoactive Substances (NPS) Screen 1, Urine	\$374.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
3224B	NPS Stimulants (Qualitative), Blood	\$275.00
3224SP	NPS Stimulants (Qualitative), Serum/Plasma	\$172.00
3224U	NPS Stimulants (Qualitative), Urine	\$172.00
3225SP	Nuedexta®, Serum/Plasma	\$386.00
1352U	o-Cresol, Urine	\$180.00
3226B	Olanzapine and Metabolite, Blood	\$352.00
3226SP	Olanzapine and Metabolite, Serum/Plasma	\$184.00
3226FL	Olanzapine, Fluid	\$529.00
3226TI	Olanzapine, Tissue	\$593.00
3232B	Omeprazole / Esomeprazole, Blood	\$615.00
3232SP	Omeprazole / Esomeprazole, Serum/Plasma	\$702.00
3241B	Opiates - Free (Unconjugated), Blood	\$471.00
8660B	Opiates - Free (Unconjugated), Blood	\$308.00
8660FL	Opiates - Free (Unconjugated), Fluid	\$375.00
8660SP	Opiates - Free (Unconjugated), Serum/Plasma	\$308.00
8660TI	Opiates - Free (Unconjugated), Tissue	\$410.00
8660U	Opiates - Free (Unconjugated), Urine	\$249.00
8671B	Opiates - Free and Total, Blood	\$520.00
8671SP	Opiates - Free and Total, Serum/Plasma	\$520.00
8671U	Opiates - Free and Total, Urine	\$520.00
8670ME	Opiates - Total (Conjugated/Unconjugated) (Qualitative), Meconium	\$359.00
8670B	Opiates - Total (Conjugated/Unconjugated), Blood	\$303.00
8670FL	Opiates - Total (Conjugated/Unconjugated), Fluid	\$337.00
8670SP	Opiates - Total (Conjugated/Unconjugated), Serum/Plasma	\$303.00
8670TI	Opiates - Total (Conjugated/Unconjugated), Tissue	\$469.00
8670U	Opiates - Total (Conjugated/Unconjugated), Urine	\$303.00
8895OF	Opiates (Qualitative), Oral Fluid (Saliva)	\$68.00
3236B	Opiates Screen, Blood	\$92.00
3236FL	Opiates Screen, Fluid	\$297.00
6923H	Opiates Screen, Hair	\$474.00
3236SP	Opiates Screen, Serum/Plasma	\$146.00
3236TI	Opiates Screen, Tissue	\$368.00
3236U	Opiates Screen, Urine	\$96.00
3243B	Organochlorine Pesticides, Blood	\$200.00
3243F	Organochlorine Pesticides, Fat	\$672.00
3243SP	Organochlorine Pesticides, Serum/Plasma	\$200.00
3243TI	Organochlorine Pesticides, Tissue	\$564.00
9219B	Orphenadrine Screen, Blood	\$237.00
3248B	Orphenadrine, Blood	\$205.00
3248SP	Orphenadrine, Serum/Plasma	\$212.00
3248U	Orphenadrine, Urine	\$204.00
1355U	o-Toluidine, Urine	\$318.00
3250SP	Oxalate, Serum/Plasma	\$181.00
3250U	Oxalate, Urine	\$260.00
3286B	Oxaprozin, Blood	\$487.00
3286SP	Oxaprozin, Serum/Plasma	\$533.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
3260B	Oxazepam, Blood	\$298.00
3260SP	Oxazepam, Serum/Plasma	\$285.00
3260U	Oxazepam, Urine	\$258.00
3265B	Oxcarbazepine / Eslicarbazepine Acetate as Metabolite, Blood	\$92.00
3265FL	Oxcarbazepine / Eslicarbazepine Acetate as Metabolite, Fluid	\$282.00
3265SP	Oxcarbazepine / Eslicarbazepine Acetate as Metabolite, Serum/Plasma	\$92.00
3266B	Oxybutynin, Blood	\$481.00
3266SP	Oxybutynin, Serum/Plasma	\$513.00
3266U	Oxybutynin, Urine	\$513.00
3270B	Oxycodone - Free (Unconjugated), Blood	\$127.00
3270FL	Oxycodone - Free (Unconjugated), Fluid	\$195.00
3270SP	Oxycodone - Free (Unconjugated), Serum/Plasma	\$127.00
8667B	Oxycodone and Metabolite - Free (Unconjugated), Blood	\$156.00
8667FL	Oxycodone and Metabolite - Free (Unconjugated), Fluid	\$191.00
8667SP	Oxycodone and Metabolite - Free (Unconjugated), Serum/Plasma	\$156.00
8667TI	Oxycodone and Metabolite - Total (Conjugated/Unconjugated), Tissue	\$290.00
8667U	Oxycodone and Metabolite - Total (Conjugated/Unconjugated), Urine	\$156.00
9132B	Oxycodone Screen, Blood	\$201.00
9132SP	Oxycodone Screen, Serum/Plasma	\$201.00
8668B	Oxymorphone - Free (Unconjugated), Blood	\$371.00
8668SP	Oxymorphone - Free (Unconjugated), Serum/Plasma	\$370.00
8668U	Oxymorphone - Total (Conjugated/Unconjugated), Urine	\$233.00
4113B	Paliperidone, Blood	\$258.00
4113SP	Paliperidone, Serum/Plasma	\$162.00
4113TI	Paliperidone, Tissue	\$404.00
4113U	Paliperidone, Urine	\$270.00
3292B	Palladium, Blood	\$216.00
3292SP	Palladium, Serum/Plasma	\$180.00
3292U	Palladium, Urine	\$180.00
9222B	Papaverine Screen, Blood	\$172.00
3300B	Papaverine, Blood	\$321.00
3300SP	Papaverine, Serum/Plasma	\$290.00
3310B	Paraldehyde and Metabolite, Blood	\$181.00
3310SP	Paraldehyde and Metabolite, Serum/Plasma	\$118.00
3310U	Paraldehyde and Metabolite, Urine	\$188.00
3320SP	Paramethadione, Serum/Plasma	\$201.00
3325B	Paraquat, Blood	\$1,973.00
3325SP	Paraquat, Serum/Plasma	\$1,973.00
3360B	Paroxetine, Blood	\$112.00
3360FL	Paroxetine, Fluid	\$316.00
3360SP	Paroxetine, Serum/Plasma	\$112.00
3360TI	Paroxetine, Tissue	\$384.00
3360U	Paroxetine, Urine	\$182.00
3371SP	PCB Panel, Congeners, Serum/Plasma	\$150.00
3381SP	Penciclovir, Serum/Plasma	\$383.00
3385B	Pentachlorophenol, Blood	\$281.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
3385SP	Pentachlorophenol, Serum/Plasma	\$281.00
3384U	Pentachlorophenol, Urine	\$267.00
9441B	Pentazocine Screen, Blood	\$130.00
9441SP	Pentazocine Screen, Serum/Plasma	\$205.00
9441U	Pentazocine Screen, Urine	\$212.00
3400B	Pentazocine, Blood	\$130.00
8723B	Pentazocine, Blood	\$328.00
3400FL	Pentazocine, Fluid	\$334.00
3400SP	Pentazocine, Serum/Plasma	\$201.00
3400TI	Pentazocine, Tissue	\$374.00
3400U	Pentazocine, Urine	\$127.00
3410B	Pentobarbital, Blood	\$143.00
3410SP	Pentobarbital, Serum/Plasma	\$143.00
3410U	Pentobarbital, Urine	\$89.00
3433FL	Perampanel, Fluid	\$494.00
3433SP	Perampanel, Serum/Plasma	\$243.00
3432U	Perchloroethylene Exposure, Urine	\$174.00
3436B	Percodan®, Blood	\$191.00
3436SP	Percodan®, Serum/Plasma	\$191.00
3427SP	Perfluoroalkyl Substances (PFAS), Serum/Plasma	\$450.00
3428SP	PFASure TM, Serum/Plasma	\$490.00
10070SP	Perfluorooctanoic Acid (Low Level), Serum/Plasma	\$610.00
3426B	Perfluorooctanoic Acid, Blood	\$637.00
3440B	Perphenazine, Blood	\$182.00
3440SP	Perphenazine, Serum/Plasma	\$112.00
3510B	Phenacetin and Metabolite, Blood	\$137.00
3510U	Phenacetin and Metabolite, Urine	\$274.00
3525B	Phenazopyridine, Blood	\$204.00
3525SP	Phenazopyridine, Serum/Plasma	\$228.00
3525U	Phenazopyridine, Urine	\$228.00
8761ME	Phencyclidine (Qualitative), Meconium	\$422.00
8896OF	Phencyclidine and Dextromethorphan (Qualitative), Oral Fluid (Saliva)	\$68.00
3532B	Phencyclidine Screen, Blood	\$161.00
3532FL	Phencyclidine Screen, Fluid	\$360.00
6925H	Phencyclidine Screen, Hair	\$482.00
3532SP	Phencyclidine Screen, Serum/Plasma	\$181.00
3532U	Phencyclidine Screen, Urine	\$96.00
8761B	Phencyclidine, Blood	\$348.00
8761FL	Phencyclidine, Fluid	\$302.00
8761SP	Phencyclidine, Serum/Plasma	\$435.00
8761TI	Phencyclidine, Tissue	\$339.00
8761U	Phencyclidine, Urine	\$348.00
3550B	Phenelzine, Blood	\$905.00
3550SP	Phenelzine, Serum/Plasma	\$905.00
3550U	Phenelzine, Urine	\$905.00
3560B	Pheniramine, Blood	\$242.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
3582SP	Phenobarbital - Total/Unbound/Bound, Serum/Plasma	\$193.00
3581SP	Phenobarbital - Unbound, Serum/Plasma	\$123.00
9416B	Phenobarbital Screen, Blood	\$212.00
3580B	Phenobarbital, Blood	\$137.00
8633B	Phenobarbital, Blood	\$542.00
3580SP	Phenobarbital, Serum/Plasma	\$143.00
8633SP	Phenobarbital, Serum/Plasma	\$469.00
8633U	Phenobarbital, Urine	\$328.00
3621B	Phenol - Free and Total, Blood	\$166.00
3621SP	Phenol - Free and Total, Serum/Plasma	\$166.00
3621U	Phenol Exposure, Urine	\$130.00
3623B	Phenol, Free, Blood	\$133.00
3623SP	Phenol, Free, Serum/Plasma	\$133.00
3624B	Phenol, Total, Blood	\$133.00
9233B	Phensuximide Screen, Blood	\$146.00
9233U	Phensuximide Screen, Urine	\$146.00
3680B	Phensuximide, Blood	\$298.00
3680SP	Phensuximide, Serum/Plasma	\$200.00
3680U	Phensuximide, Urine	\$404.00
3690B	Phentermine, Blood	\$221.00
3690SP	Phentermine, Serum/Plasma	\$141.00
3690U	Phentermine, Urine	\$224.00
3704SP	Phenylephrine, Serum/Plasma	\$415.00
3707B	Phenylethylmalonamide, Blood	\$587.00
3707SP	Phenylethylmalonamide, Serum/Plasma	\$193.00
9237U	Phenylpropanolamine Screen, Urine	\$188.00
3720B	Phenylpropanolamine, Blood	\$169.00
3720SP	Phenylpropanolamine, Serum/Plasma	\$162.00
3720U	Phenylpropanolamine, Urine	\$162.00
3740B	Phenyltoloxamine, Blood	\$198.00
3740SP	Phenyltoloxamine, Serum/Plasma	\$119.00
3743B	Phenytoin, Blood	\$118.00
3743FL	Phenytoin, Fluid	\$319.00
3743SP	Phenytoin, Serum/Plasma	\$106.00
3743TI	Phenytoin, Tissue	\$387.00
3752B	Phosphatidylethanol, Blood	\$132.00
3765B	Phosphorus - Total, Blood	\$265.00
3765FL	Phosphorus - Total, Fluid	\$469.00
3765SP	Phosphorus - Total, Serum/Plasma	\$265.00
3765ST	Phosphorus - Total, Stool	\$223.00
3765U	Phosphorus - Total, Urine	\$265.00
3099U	Phthalates Panel, Urine	\$381.00
3776B	Pimozide, Blood	\$464.00
3776SP	Pimozide, Serum/Plasma	\$464.00
3779B	Pioglitazone, Blood	\$132.00
3779SP	Pioglitazone, Serum/Plasma	\$132.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
3781B	Piroxicam, Blood	\$516.00
3781SP	Piroxicam, Serum/Plasma	\$533.00
3781U	Piroxicam, Urine	\$333.00
3783B	Platinum, Blood	\$184.00
3783FL	Platinum, Fluid	\$379.00
3783SP	Platinum, Serum/Plasma	\$184.00
3783U	Platinum, Urine	\$303.00
3790B	Posaconazole, Blood	\$680.00
3790SP	Posaconazole, Serum/Plasma	\$438.00
8064B	Postmortem BHB and Alcohol Profile, Blood (Forensic)	\$237.00
8155U	Postmortem Designer Opioids Add-On (Qualitative), Urine (Forensic)	\$193.00
8155B	Postmortem Designer Opioids Add-On, Blood (Forensic)	\$203.00
8155SP	Postmortem Designer Opioids Add-On, Serum/Plasma (Forensic)	\$193.00
8063B	Postmortem, Basic to Expanded Upgrade, Blood (Forensic)	\$175.00
8063FL	Postmortem, Basic to Expanded Upgrade, Fluid (Forensic)	\$401.00
8063SP	Postmortem, Basic to Expanded Upgrade, Serum/Plasma (Forensic)	\$175.00
8063TI	Postmortem, Basic to Expanded Upgrade, Tissue (Forensic)	\$475.00
8063U	Postmortem, Basic to Expanded Upgrade, Urine (Forensic)	\$175.00
8061B	Postmortem, Basic w/o Alcohol, Blood (Forensic)	\$230.00
8061TI	Postmortem, Basic w/o Alcohol, Tissue (Forensic)	\$486.00
8061U	Postmortem, Basic w/o Alcohol, Urine (Forensic)	\$230.00
8083B	Postmortem, Basic w/Vitreous Alcohol and 6-MAM Confirmation, Blood (Forensic)	\$361.00
8041B	Postmortem, Basic w/Vitreous Alcohol Confirmation, Blood (Forensic)	\$324.00
8051B	Postmortem, Basic, Blood (Forensic)	\$279.00
8051FL	Postmortem, Basic, Fluid (Forensic)	\$426.00
8051SP	Postmortem, Basic, Serum/Plasma (Forensic)	\$279.00
8051TI	Postmortem, Basic, Tissue (Forensic)	\$500.00
8051U	Postmortem, Basic, Urine (Forensic)	\$279.00
8062B	Postmortem, Expanded w/o Alcohol, Blood (Forensic)	\$364.00
8062FL	Postmortem, Expanded w/o Alcohol, Fluid (Forensic)	\$623.00
8062TI	Postmortem, Expanded w/o Alcohol, Tissue (Forensic)	\$687.00
8062U	Postmortem, Expanded w/o Alcohol, Urine (Forensic)	\$364.00
8084B	Postmortem, Expanded w/Vitreous Alcohol and 6-MAM Confirmation, Blood (Forensic)	\$488.00
8042B	Postmortem, Expanded w/Vitreous Alcohol Confirmation, Blood (Forensic)	\$451.00
8052B	Postmortem, Expanded, Blood (Forensic)	\$413.00
8052FL	Postmortem, Expanded, Fluid (Forensic)	\$678.00
8052SP	Postmortem, Expanded, Serum/Plasma (Forensic)	\$413.00
8052TI	Postmortem, Expanded, Tissue (Forensic)	\$750.00
8052U	Postmortem, Expanded, Urine (Forensic)	\$413.00
8104B	Postmortem, Fire Death Screen, Blood (Forensic)	\$494.00
8092B	Postmortem, Prescription Drugs Screen, Blood (Forensic)	\$713.00
8092FL	Postmortem, Prescription Drugs Screen, Fluid (Forensic)	\$905.00
8092SP	Postmortem, Prescription Drugs Screen, Serum/Plasma (Forensic)	\$713.00
8092TI	Postmortem, Prescription Drugs Screen, Tissue (Forensic)	\$968.00
8092U	Postmortem, Prescription Drugs Screen, Urine (Forensic)	\$713.00
8043B	Postmortem, Prescription Screen w/Vitreous Alcohol, Blood (Forensic)	\$731.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
8050U	Postmortem, Urine Screen Add-on (6-MAM Quantification only) (Forensic)	\$41.00
3784B	Potassium - Total, Blood (Forensic)	\$88.00
3784FL	Potassium - Total, Fluid	\$205.00
3784R	Potassium - Total, RBCs	\$88.00
3788B	Prazosin, Blood	\$748.00
3788SP	Prazosin, Serum/Plasma	\$464.00
3795B	Pregabalin, Blood	\$332.00
3795SP	Pregabalin, Serum/Plasma	\$162.00
3795U	Pregabalin, Urine	\$442.00
3900B	Primidone, Phenobarbital and PEMA, Blood	\$153.00
3900FL	Primidone, Phenobarbital and PEMA, Fluid	\$355.00
3900SP	Primidone, Phenobarbital and PEMA, Serum/Plasma	\$153.00
3901SP	Primidone, Serum/Plasma	\$56.00
3950B	Prochlorperazine, Blood	\$132.00
3950SP	Prochlorperazine, Serum/Plasma	\$91.00
3957B	Procyclidine, Blood	\$172.00
3957SP	Procyclidine, Serum/Plasma	\$268.00
3957U	Procyclidine, Urine	\$172.00
3970B	Promethazine, Blood	\$162.00
3970SP	Promethazine, Serum/Plasma	\$162.00
3970TI	Promethazine, Tissue	\$429.00
3970U	Promethazine, Urine	\$162.00
3976B	Propafenone, Blood	\$210.00
3976SP	Propafenone, Serum/Plasma	\$127.00
3974B	Propane, Blood	\$360.00
9327B	Propane, Blood	\$860.00
3974TI	Propane, Tissue	\$368.00
3975B	Propanol, n-, Blood	\$171.00
3975SP	Propanol, n-, Serum/Plasma	\$166.00
3975U	Propanol, n-, Urine	\$147.00
4018U	Propofol Glucuronide, Urine	\$231.00
9253B	Propofol Screen, Blood	\$196.00
9253SP	Propofol Screen, Serum/Plasma	\$196.00
4015B	Propofol, Blood	\$240.00
4015SP	Propofol, Serum/Plasma	\$240.00
3990B	Propoxyphene and Metabolite, Blood	\$187.00
3990FL	Propoxyphene and Metabolite, Fluid	\$255.00
3990SP	Propoxyphene and Metabolite, Serum/Plasma	\$298.00
3990U	Propoxyphene and Metabolite, Urine	\$187.00
9247B	Propranolol Screen, Blood	\$92.00
9247SP	Propranolol Screen, Serum/Plasma	\$124.00
4000B	Propranolol, Blood	\$101.00
4000FL	Propranolol, Fluid	\$302.00
4000SP	Propranolol, Serum/Plasma	\$146.00
4000TI	Propranolol, Tissue	\$368.00
4000U	Propranolol, Urine	\$146.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
4003B	Propylene Glycol, Blood	\$281.00
4003SP	Propylene Glycol, Serum/Plasma	\$187.00
4003U	Propylene Glycol, Urine	\$300.00
9436B	Protriptyline Screen, Blood	\$183.00
9436SP	Protriptyline Screen, Serum/Plasma	\$118.00
4010B	Protriptyline, Blood	\$183.00
8706B	Protriptyline, Blood	\$469.00
4010SP	Protriptyline, Serum/Plasma	\$127.00
8706SP	Protriptyline, Serum/Plasma	\$328.00
9248B	Pseudoephedrine Screen, Blood	\$177.00
9248SP	Pseudoephedrine Screen, Serum/Plasma	\$171.00
9248U	Pseudoephedrine Screen, Urine	\$171.00
9249B	Pseudoephedrine vs Ephedrine Differentiation Screen, Blood	\$303.00
9249U	Pseudoephedrine vs Ephedrine Differentiation Screen, Urine	\$184.00
4020B	Pseudoephedrine, Blood	\$148.00
4020SP	Pseudoephedrine, Serum/Plasma	\$103.00
4020U	Pseudoephedrine, Urine	\$103.00
4029B	Psilocybin as Psilocin (Qualitative), Blood	\$449.00
4029SP	Psilocybin as Psilocin (Qualitative), Serum/Plasma	\$449.00
4029U	Psilocybin as Psilocin (Qualitative), Urine	\$449.00
4033SP	Pyrazinamide, Serum/Plasma	\$551.00
4030B	Pyridine, Blood	\$402.00
4030SP	Pyridine, Serum/Plasma	\$617.00
4030U	Pyridine, Urine	\$558.00
4038B	Pyridostigmine, Blood	\$835.00
4038SP	Pyridostigmine, Serum/Plasma	\$501.00
4038U	Pyridostigmine, Urine	\$501.00
4045B	Pyrimethamine, Blood	\$483.00
4045SP	Pyrimethamine, Serum/Plasma	\$483.00
4047B	Pyrrolidinophenone Panel, Blood	\$335.00
4047SP	Pyrrolidinophenone Panel, Serum/Plasma	\$335.00
8088B	Qsymia®, Blood	\$237.00
8088SP	Qsymia®, Serum/Plasma	\$237.00
81869B	QTOF (MS/MS) Add-On (Qualitative), Blood	\$103.00
4051B	Quetiapine, Blood	\$173.00
4051FL	Quetiapine, Fluid	\$376.00
4051SP	Quetiapine, Serum/Plasma	\$173.00
4051TI	Quetiapine, Tissue	\$444.00
4051U	Quetiapine, Urine	\$286.00
4071B	Quinidine, Blood	\$557.00
4071SP	Quinidine, Serum/Plasma	\$371.00
4080B	Quinine, Blood	\$174.00
4080SP	Quinine, Serum/Plasma	\$174.00
4080U	Quinine, Urine	\$176.00
4075B	Quinine/Quinidine Differentiation, Blood	\$219.00
4075SP	Quinine/Quinidine Differentiation, Serum/Plasma	\$232.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
9254B	Quinine/Quinidine Screen, Blood	\$174.00
4086B	Ramelteon and Metabolite, Blood	\$265.00
4086SP	Ramelteon and Metabolite, Serum/Plasma	\$265.00
4086U	Ramelteon and Metabolite, Urine	\$265.00
4085B	Ranitidine, Blood	\$701.00
4085SP	Ranitidine, Serum/Plasma	\$701.00
4085U	Ranitidine, Urine	\$701.00
7064SP	Rapid Plasma Reagin Reflex (RPR) - Send Out	\$75.00
7074SP	Rapid Plasma Reagin Titer Reflex (RPRT), Serum/Plasma - Send Out	\$75.00
0965B	Recent Cannabis Use Markers, Blood	\$330.00
0965SP	Recent Cannabis Use Markers, Serum/Plasma	\$330.00
4101B	Repaglinide, Blood	\$132.00
4101SP	Repaglinide, Serum/Plasma	\$132.00
7087O	Respiratory Pathogen Profile (RP2P1) - Send Out	\$646.00
7088O	Rhinovirus (RHINO) - Send Out	\$1,013.00
4110SP	Rifampin, Serum/Plasma	\$215.00
4105B	Risperidone and Metabolite, Blood	\$170.00
4105FL	Risperidone and Metabolite, Fluid	\$373.00
4105SP	Risperidone and Metabolite, Serum/Plasma	\$170.00
4105TI	Risperidone and Metabolite, Tissue	\$441.00
4105U	Risperidone and Metabolite, Urine	\$281.00
4114SP	Rivaroxaban, Serum/Plasma	\$256.00
4114U	Rivaroxaban, Urine	\$439.00
4115B	Ropinirole, Blood	\$237.00
4115SP	Ropinirole, Serum/Plasma	\$237.00
4120B	Ropivacaine, Blood	\$316.00
4120SP	Ropivacaine, Serum/Plasma	\$335.00
4120U	Ropivacaine, Urine	\$316.00
4102B	Rosiglitazone, Blood	\$132.00
4102SP	Rosiglitazone, Serum/Plasma	\$132.00
4124B	Rubidium, Blood	\$219.00
4124R	Rubidium, RBCs	\$331.00
4124SP	Rubidium, Serum/Plasma	\$219.00
4124U	Rubidium, Urine	\$219.00
4125B	Rufinamide, Blood	\$200.00
4125SP	Rufinamide, Serum/Plasma	\$205.00
4137B	Salicylate, Blood	\$238.00
4137FL	Salicylate, Fluid	\$217.00
4137SP	Salicylate, Serum/Plasma	\$238.00
4137U	Salicylate, Urine	\$238.00
8001B	Salicylates Screen, Blood	\$77.00
8001FL	Salicylates Screen, Fluid	\$279.00
8001SP	Salicylates Screen, Serum/Plasma	\$45.00
8001TI	Salicylates Screen, Tissue	\$347.00
8001U	Salicylates Screen, Urine	\$77.00
9261B	Scopolamine Screen, Blood	\$625.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
9261SP	Scopolamine Screen, Serum/Plasma	\$625.00
9261U	Scopolamine Screen, Urine	\$625.00
4160B	Scopolamine, Blood	\$897.00
4160SP	Scopolamine, Serum/Plasma	\$735.00
4160U	Scopolamine, Urine	\$735.00
4170B	Secobarbital, Blood	\$80.00
4170SP	Secobarbital, Serum/Plasma	\$130.00
4170U	Secobarbital, Urine	\$127.00
4180B	Selenium, Blood	\$109.00
4180H	Selenium, Hair	\$520.00
4180LI	Selenium, Liquid	\$660.00
4180N	Selenium, Nails	\$520.00
4180R	Selenium, RBCs	\$109.00
4180SP	Selenium, Serum/Plasma	\$109.00
4180U	Selenium, Urine	\$127.00
6317U	Semi Conductor Panel, Urine	\$607.00
4195B	Sertraline and Desmethylsertraline, Blood	\$112.00
4195FL	Sertraline and Desmethylsertraline, Fluid	\$316.00
4195SP	Sertraline and Desmethylsertraline, Serum/Plasma	\$112.00
4195TI	Sertraline and Desmethylsertraline, Tissue	\$384.00
4195U	Sertraline, Urine	\$157.00
SHPCHG	Shipping Charge	\$41.00
4197B	Sildenafil and Metabolite, Blood	\$494.00
4197SP	Sildenafil and Metabolite, Serum/Plasma	\$494.00
4197U	Sildenafil and Metabolite, Urine	\$494.00
4190B	Silicon, Blood	\$135.00
4190SP	Silicon, Serum/Plasma	\$135.00
4190U	Silicon, Urine	\$135.00
4200B	Silver, Blood	\$99.00
4200SP	Silver, Serum/Plasma	\$99.00
4200U	Silver, Urine	\$99.00
4205SP	Sinemet®, Serum/Plasma	\$398.00
4193B	Sirolimus, Blood	\$208.00
0641B	Sotalol, Blood	\$270.00
0641SP	Sotalol, Serum/Plasma	\$169.00
HANDLING	Specimen Handling Fee	\$47.00
SPEC RET	Specimen Retention	\$2,500.00
RETURN	Specimen Return/Handling	\$63.00
3475U	S-Phenylmercapturic Acid, Urine	\$234.00
4211B	Stiripentol, Blood	\$297.00
4211SP	Stiripentol, Serum/Plasma	\$297.00
4212B	Strontium, Blood	\$96.00
4212SP	Strontium, Serum/Plasma	\$56.00
4212U	Strontium, Urine	\$55.00
4215B	Strychnine, Blood	\$172.00
4215FL	Strychnine, Fluid	\$365.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
4215SP	Strychnine, Serum/Plasma	\$172.00
4215TI	Strychnine, Tissue	\$411.00
4215U	Strychnine, Urine	\$172.00
4213U	Styrene Exposure Profile, Urine	\$156.00
4232B	Styrene, Blood	\$287.00
4232SP	Styrene, Serum/Plasma	\$238.00
4127B	Suboxone® - Free, Blood	\$387.00
4127FL	Suboxone® - Free, Fluid	\$424.00
4127SP	Suboxone® - Free, Serum/Plasma	\$387.00
4127TI	Suboxone® - Total, Tissue	\$452.00
4127U	Suboxone® - Total, Urine	\$387.00
1021B	Substituted Cathinone Panel, Blood	\$292.00
1021SP	Substituted Cathinone Panel, Serum/Plasma	\$292.00
1021U	Substituted Cathinone Panel, Urine	\$292.00
9264B	Sufentanil Screen, Blood	\$289.00
9264U	Sufentanil Screen, Urine	\$321.00
4240B	Sufentanil, Blood	\$332.00
4240FL	Sufentanil, Fluid	\$511.00
4240SP	Sufentanil, Serum/Plasma	\$321.00
4240U	Sufentanil, Urine	\$321.00
4235B	Sulfhemoglobin, Blood	\$299.00
4235R	Sulfhemoglobin, RBCs	\$189.00
4239SP	Sulfide Exposure Biouptake Marker, Serum/Plasma	\$477.00
4245SP	Sulfonamides, Undifferentiated, Serum/Plasma	\$133.00
4275B	Sumatriptan, Blood	\$496.00
4275SP	Sumatriptan, Serum/Plasma	\$481.00
4275U	Sumatriptan, Urine	\$496.00
4236B	Suvorexant, Blood	\$292.00
4236SP	Suvorexant, Serum/Plasma	\$299.00
9562U	Synthetic Cannabinoid Metabolites Screen - Expanded, Urine	\$135.00
4283U	Synthetic Cannabinoid Metabolites-Expanded (Qualitative), Urine	\$100.00
4282SP	Synthetic Cannabinoids (Qualitative), Serum/Plasma	\$292.00
9566B	Synthetic Cannabinoids Screen (Add-On), Blood	\$196.00
9560B	Synthetic Cannabinoids Screen, Blood	\$273.00
7073SP	Syphilis Serology (SYPHL), Serum/Plasma - Send Out	\$105.00
4305B	Tacrine, Blood	\$513.00
4305SP	Tacrine, Serum/Plasma	\$529.00
4306B	Tacrolimus, Blood	\$208.00
4297B	Tadalafil, Blood	\$615.00
4297SP	Tadalafil, Serum/Plasma	\$615.00
4300B	Talbutal, Blood	\$251.00
4303U	Talwin® Nx, Urine	\$333.00
4311B	Tamoxifen and Metabolites, Blood	\$753.00
4311SP	Tamoxifen and Metabolites, Serum/Plasma	\$468.00
4312B	Tapentadol - Free, Blood	\$398.00
4312SP	Tapentadol - Free, Serum/Plasma	\$200.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
4312U	Tapentadol - Total, Urine	\$200.00
4320B	Tellurium, Blood	\$239.00
4320SP	Tellurium, Serum/Plasma	\$239.00
4320U	Tellurium, Urine	\$239.00
4323B	Temazepam and Metabolite, Blood	\$181.00
4323SP	Temazepam and Metabolite, Serum/Plasma	\$181.00
4323U	Temazepam and Metabolite, Urine	\$181.00
4329B	Terazosin, Blood	\$748.00
4329SP	Terazosin, Serum/Plasma	\$748.00
4326SP	Terbutaline, Serum/Plasma	\$323.00
4367B	Teriflunomide (Pre-Pregnancy Monitoring), Blood	\$333.00
4367SP	Teriflunomide (Pre-Pregnancy Monitoring), Serum/Plasma	\$333.00
4366B	Teriflunomide (Therapeutic Drug Monitoring), Blood	\$333.00
4366SP	Teriflunomide (Therapeutic Drug Monitoring), Serum/Plasma	\$333.00
4327B	Terpineol, Blood	\$261.00
4327SP	Terpineol, Serum/Plasma	\$376.00
4327U	Terpineol, Urine	\$376.00
4333B	Tetrachloroethane, Blood	\$305.00
3430B	Tetrachloroethylene, Blood	\$119.00
4351B	Tetrafluoroethane and Difluoroethane Panel Add-On, Blood	\$357.00
1611A	Tetrafluoroethane and Difluoroethane Panel, Air	\$460.00
1611B	Tetrafluoroethane and Difluoroethane Panel, Blood	\$424.00
1611FL	Tetrafluoroethane and Difluoroethane Panel, Fluid	\$599.00
1611TI	Tetrafluoroethane and Difluoroethane Panel, Tissue	\$654.00
1611U	Tetrafluoroethane and Difluoroethane Panel, Urine	\$460.00
4355B	Tetrahydrofuran, Blood	\$239.00
4355SP	Tetrahydrofuran, Serum/Plasma	\$281.00
4355U	Tetrahydrofuran, Urine	\$254.00
4350B	Tetrahydrozoline, Blood	\$389.00
4350SP	Tetrahydrozoline, Serum/Plasma	\$389.00
4350U	Tetrahydrozoline, Urine	\$389.00
4370B	Thallium, Blood	\$143.00
4370H	Thallium, Hair	\$398.00
4370LI	Thallium, Liquid	\$352.00
4370N	Thallium, Nails	\$398.00
4370SP	Thallium, Serum/Plasma	\$89.00
4370U	Thallium, Urine	\$94.00
9272B	Thebaine Screen, Blood	\$799.00
9272U	Thebaine Screen, Urine	\$799.00
4376B	Thebaine, Blood	\$517.00
4380B	Theobromine, Blood	\$169.00
4380SP	Theobromine, Serum/Plasma	\$162.00
4380U	Theobromine, Urine	\$169.00
4387B	Theophylline, Blood	\$133.00
4387SP	Theophylline, Serum/Plasma	\$133.00
4387U	Theophylline, Urine	\$118.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
6945H	Therapeutic and Drugs of Abuse Screen, Hair	\$1,416.00
4440B	Thiocyanate, Blood	\$140.00
4440SP	Thiocyanate, Serum/Plasma	\$101.00
4440U	Thiocyanate, Urine	\$166.00
9419B	Thiopental and Metabolite Screen, Blood	\$234.00
9419SP	Thiopental and Metabolite Screen, Serum/Plasma	\$163.00
4450B	Thiopental and Metabolite, Blood	\$217.00
8636B	Thiopental and Metabolite, Blood	\$339.00
4450SP	Thiopental and Metabolite, Serum/Plasma	\$207.00
8636SP	Thiopental and Metabolite, Serum/Plasma	\$339.00
9427B	Thioridazine and Metabolite Screen, Blood	\$183.00
9427SP	Thioridazine and Metabolite Screen, Serum/Plasma	\$201.00
4461B	Thioridazine and Metabolite, Blood	\$191.00
8689B	Thioridazine and Metabolite, Blood	\$542.00
4461SP	Thioridazine and Metabolite, Serum/Plasma	\$114.00
8689SP	Thioridazine and Metabolite, Serum/Plasma	\$328.00
4461TI	Thioridazine and Metabolite, Tissue	\$276.00
4461U	Thioridazine and Metabolite, Urine	\$114.00
4472B	Thiosulfate, Blood	\$247.00
4472SP	Thiosulfate, Serum/Plasma	\$247.00
4472U	Thiosulfate, Urine	\$247.00
9276B	Thiothixene (Cis Isomer) Screen, Blood	\$110.00
9276SP	Thiothixene (Cis Isomer) Screen, Serum/Plasma	\$177.00
9276U	Thiothixene (Cis Isomer) Screen, Urine	\$110.00
4469B	Thiothixene (Cis Isomer), Blood	\$117.00
4469SP	Thiothixene (Cis Isomer), Serum/Plasma	\$117.00
4469U	Thiothixene (Cis Isomer), Urine	\$117.00
4478SP	Thorium, Serum/Plasma	\$152.00
4478U	Thorium, Urine	\$253.00
4479B	Tiagabine, Blood	\$181.00
4479SP	Tiagabine, Serum/Plasma	\$130.00
4483B	Tianeptine, Blood	\$325.00
4483SP	Tianeptine, Serum/Plasma	\$325.00
4483U	Tianeptine, Urine	\$325.00
4482B	Timolol, Blood	\$249.00
4482SP	Timolol, Serum/Plasma	\$411.00
4485B	Tin - Total, Blood	\$142.00
4485H	Tin - Total, Hair	\$484.00
4485SP	Tin - Total, Serum/Plasma	\$142.00
4485TI	Tin - Total, Tissue	\$91.00
4485U	Tin - Total, Urine	\$142.00
4486B	Titanium, Blood	\$146.00
4486FL	Titanium, Fluid	\$342.00
4486SP	Titanium, Serum/Plasma	\$146.00
4486U	Titanium, Urine	\$219.00
4487B	Tizanidine, Blood	\$486.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
4487SP	Tizanidine, Serum/Plasma	\$486.00
4489B	Tofacitinib, Blood	\$303.00
4489SP	Tofacitinib, Serum/Plasma	\$303.00
4490SP	Tolazamide, Serum/Plasma	\$375.00
4500SP	Tolbutamide, Serum/Plasma	\$375.00
4505B	Tolmetin, Blood	\$396.00
4505SP	Tolmetin, Serum/Plasma	\$438.00
4513U	Toluene Exposure, Urine	\$183.00
4510B	Toluene, Blood	\$119.00
4519B	Topiramate, Blood	\$141.00
4519FL	Topiramate, Fluid	\$209.00
4519SP	Topiramate, Serum/Plasma	\$141.00
4519TI	Topiramate, Tissue	\$384.00
4519U	Topiramate, Urine	\$224.00
4525B	Torseamide, Blood	\$162.00
4525SP	Torseamide, Serum/Plasma	\$134.00
0470UH	Total, Inorganic Arsenic, 24 Hour Urine (+Creatinine)	\$162.00
9288B	Tramadol and Metabolite Screen, Blood	\$137.00
9288FL	Tramadol and Metabolite Screen, Fluid	\$327.00
9288SP	Tramadol and Metabolite Screen, Serum/Plasma	\$146.00
4531B	Tramadol and Metabolite, Blood	\$328.00
4531SP	Tramadol and Metabolite, Serum/Plasma	\$147.00
4533U	Tramadol and Metabolite, Urine	\$328.00
9287U	Tramadol Screen, Urine	\$92.00
4535B	Trazodone and mCPP, Blood	\$91.00
4535SP	Trazodone and mCPP, Serum/Plasma	\$91.00
4535U	Trazodone and mCPP, Urine	\$91.00
4535FL	Trazodone, Fluid	\$296.00
4535TI	Trazodone, Tissue	\$366.00
4540B	Triamterene, Blood	\$721.00
4540SP	Triamterene, Serum/Plasma	\$749.00
4543B	Triazolam and Metabolite, Blood	\$162.00
4543SP	Triazolam and Metabolite, Serum/Plasma	\$258.00
4543U	Triazolam as Metabolite, Urine	\$162.00
4624B	Trichloroacetic Acid, Blood	\$386.00
4624SP	Trichloroacetic Acid, Serum/Plasma	\$386.00
4624U	Trichloroacetic Acid, Urine	\$137.00
4618B	Trichlorobenzenes, Blood	\$748.00
4640B	Trichloroethanol - Free, Blood	\$414.00
4640SP	Trichloroethanol - Free, Serum/Plasma	\$414.00
4658U	Trichloroethylene Exposure, Urine	\$331.00
4650B	Trichloroethylene, Blood	\$212.00
4650SP	Trichloroethylene, Serum/Plasma	\$340.00
4660B	Trifluoperazine, Blood	\$551.00
4660SP	Trifluoperazine, Serum/Plasma	\$177.00
4680B	Trihexyphenidyl, Blood	\$223.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
4680SP	Trihexyphenidyl, Serum/Plasma	\$223.00
4680U	Trihexyphenidyl, Urine	\$223.00
4700B	Trimethadione and Metabolite, Blood	\$146.00
4700SP	Trimethadione and Metabolite, Serum/Plasma	\$146.00
4700U	Trimethadione and Metabolite, Urine	\$181.00
4704B	Trimethoprim, Blood	\$183.00
4704SP	Trimethoprim, Serum/Plasma	\$177.00
4704U	Trimethoprim, Urine	\$177.00
4706B	Trimipramine and Metabolite, Blood	\$210.00
8708B	Trimipramine and Metabolite, Blood	\$328.00
4706SP	Trimipramine and Metabolite, Serum/Plasma	\$201.00
8708SP	Trimipramine and Metabolite, Serum/Plasma	\$542.00
4706U	Trimipramine and Metabolite, Urine	\$127.00
8708U	Trimipramine and Metabolite, Urine	\$469.00
4720B	Tripolidine, Blood	\$153.00
4720SP	Tripolidine, Serum/Plasma	\$249.00
7030SP	Tryptase, Serum/Plasma - Send Out	\$148.00
4730B	Tungsten, Blood	\$181.00
4730SP	Tungsten, Serum/Plasma	\$181.00
4730U	Tungsten, Urine	\$181.00
4755UH	Uranium, 24 Hour Urine	\$181.00
4755U	Uranium, Urine	\$181.00
4766SP	Valacyclovir as Metabolite, Serum/Plasma	\$240.00
4759SP	Valproic Acid - Unbound and Total, Serum/Plasma	\$197.00
4757B	Valproic Acid, Blood	\$165.00
4757FL	Valproic Acid, Fluid	\$231.00
4757SP	Valproic Acid, Serum/Plasma	\$165.00
4757TI	Valproic Acid, Tissue	\$434.00
4761SP	Valproic Acid, Unbound, Serum/Plasma	\$125.00
4757U	Valproic Acid, Urine	\$165.00
4765B	Vanadium, Blood	\$109.00
4765R	Vanadium, RBCs	\$109.00
4765SP	Vanadium, Serum/Plasma	\$109.00
4765U	Vanadium, Urine	\$114.00
4764B	Vardenafil and Metabolite, Blood	\$581.00
4764SP	Vardenafil and Metabolite, Serum/Plasma	\$581.00
9447B	Venlafaxine and Metabolite Screen, Blood	\$276.00
9447U	Venlafaxine and Metabolite Screen, Urine	\$276.00
4767B	Venlafaxine and Metabolite, Blood	\$334.00
4767FL	Venlafaxine and Metabolite, Fluid	\$370.00
4767SP	Venlafaxine and Metabolite, Serum/Plasma	\$334.00
4767TI	Venlafaxine and Metabolite, Tissue	\$592.00
4767U	Venlafaxine and Metabolite, Urine	\$515.00
4770B	Verapamil, Blood	\$201.00
4770FL	Verapamil, Fluid	\$352.00
4770SP	Verapamil, Serum/Plasma	\$127.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
4770TI	Verapamil, Tissue	\$421.00
4770U	Verapamil, Urine	\$127.00
4774SP	Vigabatrin, Serum/Plasma	\$428.00
4790B	Vilazodone, Blood	\$244.00
4790SP	Vilazodone, Serum/Plasma	\$244.00
4778U	Vinyl Chloride Metabolite, Urine	\$446.00
4780SP	Vitamin B3 (Niacin and Metabolites), Serum/Plasma	\$220.00
4783B	Voclosporin, Blood	\$197.00
2415B	Volatile and Halocarbon Intoxicants, Blood	\$126.00
2415FL	Volatile and Halocarbon Intoxicants, Fluid	\$175.00
2415TI	Volatile and Halocarbon Intoxicants, Tissue	\$204.00
4782B	Voriconazole, Blood	\$183.00
4782SP	Voriconazole, Serum/Plasma	\$449.00
4791FL	Vortioxetine, Fluid	\$392.00
4791SP	Vortioxetine, Serum/Plasma	\$207.00
4800B	Warfarin, Blood	\$106.00
4800SP	Warfarin, Serum/Plasma	\$106.00
4815B	Xylazine, Blood	\$334.00
4815SP	Xylazine, Serum/Plasma	\$334.00
4815TI	Xylazine, Tissue	\$623.00
4815U	Xylazine, Urine	\$334.00
4821U	Xylene Exposure Panel, Urine	\$166.00
4820B	Xylenes Panel, Blood	\$126.00
4830B	Yohimbine, Blood	\$835.00
4830SP	Yohimbine, Serum/Plasma	\$531.00
4830U	Yohimbine, Urine	\$531.00
4835B	Zaleplon, Blood	\$257.00
4835SP	Zaleplon, Serum/Plasma	\$249.00
4835U	Zaleplon, Urine	\$249.00
4844B	Zinc, Blood	\$66.00
4844FL	Zinc, Fluid	\$265.00
4844H	Zinc, Hair	\$389.00
4844LI	Zinc, Liquid	\$534.00
4844N	Zinc, Nails	\$389.00
4844R	Zinc, RBCs	\$66.00
4844SP	Zinc, Serum/Plasma	\$66.00
4844U	Zinc, Urine	\$109.00
4860B	Ziprasidone, Blood	\$152.00
4860SP	Ziprasidone, Serum/Plasma	\$152.00
4870SP	Zirconium, Serum/Plasma	\$195.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
2478U	Zolpidem and Metabolites, Urine	\$257.00
2483B	Zolpidem, Blood	\$195.00
2483FL	Zolpidem, Fluid	\$396.00
2483SP	Zolpidem, Serum/Plasma	\$195.00
2483TI	Zolpidem, Tissue	\$463.00
4884SP	Zonisamide, Serum/Plasma	\$200.00
4885B	ZPP (Zinc Protoporphyrin), Blood	\$74.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
REFLEX CONFIRMATION TESTING		
<i>NOTE: Codes beginning with the number 5 are not orderable. They are reserved for reflex confirmations only.</i>		
5441B	Acepromazine Confirmation (Qualitative), Blood	\$143.00
5441SP	Acepromazine Confirmation (Qualitative), Serum/Plasma	\$143.00
5441U	Acepromazine Confirmation (Qualitative), Urine	\$143.00
5401B	Acetaminophen Confirmation, Blood	\$161.00
5401SP	Acetaminophen Confirmation, Serum/Plasma	\$161.00
5401U	Acetaminophen Confirmation, Urine	\$161.00
53250B	Alcohols and Acetone Confirmation, Blood	\$88.00
53250FL	Alcohols and Acetone Confirmation, Fluid	\$123.00
53250SP	Alcohols and Acetone Confirmation, Serum/Plasma	\$88.00
53250U	Alcohols and Acetone Confirmation, Urine	\$107.00
53249FL	Alcohols and Acetone Confirmation, Vitreous Fluid (Forensic)	\$105.00
5659U	Alfentanil Confirmation, Urine	\$126.00
5444SP	Amantadine Confirmation (Qualitative), Serum/Plasma	\$252.00
5446B	Amitriptyline and Metabolite Confirmation (Qualitative), Blood	\$145.00
5446SP	Amitriptyline and Metabolite Confirmation (Qualitative), Serum/Plasma	\$145.00
5446U	Amitriptyline and Metabolite Confirmation (Qualitative), Urine	\$145.00
5684ME	Amphetamines Confirmation (Qualitative), Meconium	\$273.00
5684B	Amphetamines Confirmation, Blood	\$221.00
5684FL	Amphetamines Confirmation, Fluid	\$423.00
5684SP	Amphetamines Confirmation, Serum/Plasma	\$221.00
5684TI	Amphetamines Confirmation, Tissue	\$356.00
5684U	Amphetamines Confirmation, Urine	\$221.00
5223U	Amphetamines Quantitation/Confirmation, Urine	\$205.00
5125U	Anabasine Confirmation, Urine	\$130.00
5450B	Antidepressants Confirmation (Qualitative), Blood	\$168.00
5450SP	Antidepressants Confirmation (Qualitative), Serum/Plasma	\$168.00
5450U	Antidepressants Confirmation (Qualitative), Urine	\$168.00
5454B	Atropine Confirmation, Blood	\$567.00
5454SP	Atropine Confirmation, Serum/Plasma	\$567.00
5454U	Atropine Confirmation, Urine	\$567.00
5652ME	Barbiturates Confirmation (Qualitative), Meconium	\$281.00
5652B	Barbiturates Confirmation, Blood	\$281.00
5652FL	Barbiturates Confirmation, Fluid	\$453.00
5652SP	Barbiturates Confirmation, Serum/Plasma	\$281.00
5652TI	Barbiturates Confirmation, Tissue	\$509.00
5652U	Barbiturates Confirmation, Urine	\$193.00
5641ME	Benzodiazepines Confirmation (Qualitative), Meconium	\$266.00
5641B	Benzodiazepines Confirmation, Blood	\$215.00
5641FL	Benzodiazepines Confirmation, Fluid	\$282.00
5641SP	Benzodiazepines Confirmation, Serum/Plasma	\$215.00
5641TI	Benzodiazepines Confirmation, Tissue	\$317.00
5641U	Benzodiazepines Confirmation, Urine	\$210.00
5463B	Brompheniramine Confirmation (Qualitative), Blood	\$165.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
REFLEX CONFIRMATION TESTING		
<i>NOTE: Codes beginning with the number 5 are not orderable. They are reserved for reflex confirmations only.</i>		
53167U	Buprenorphine and Metabolite - Total (Conjugated/Unconjugated) Confirmation, Urine	\$89.00
5466B	Bupropion and Metabolite Confirmation, Blood	\$154.00
5466SP	Bupropion and Metabolite Confirmation, Serum/Plasma	\$154.00
5466TI	Bupropion and Metabolite Confirmation, Tissue	\$423.00
5466U	Bupropion and Metabolite Confirmation, Urine	\$154.00
5646ME	Cannabinoids Confirmation (Qualitative), Meconium	\$274.00
5646B	Cannabinoids Confirmation, Blood	\$223.00
5646FL	Cannabinoids Confirmation, Fluid	\$290.00
5646SP	Cannabinoids Confirmation, Serum/Plasma	\$223.00
5646TI	Cannabinoids Confirmation, Tissue	\$326.00
5646U	Cannabinoids Confirmation, Urine	\$170.00
5654B	Carbon Monoxide Exposure Biouptake Confirmation, Blood	\$100.00
5479B	Carisoprodol and Metabolite Confirmation, Blood	\$238.00
5479FL	Carisoprodol and Metabolite Confirmation, Fluid	\$441.00
5479SP	Carisoprodol and Metabolite Confirmation, Serum/Plasma	\$238.00
5419B	Chloral Hydrate Confirmation (Qualitative), Blood	\$141.00
5419SP	Chloral Hydrate Confirmation (Qualitative), Serum/Plasma	\$106.00
5419U	Chloral Hydrate Confirmation, Urine	\$104.00
5485B	Chlorpromazine Confirmation (Qualitative), Blood	\$212.00
5485SP	Chlorpromazine Confirmation (Qualitative), Serum/Plasma	\$212.00
5485U	Chlorpromazine Confirmation (Qualitative), Urine	\$212.00
5487B	Clomipramine and Metabolite Confirmation (Qualitative), Blood	\$212.00
5487SP	Clomipramine and Metabolite Confirmation (Qualitative), Serum/Plasma	\$212.00
5487U	Clomipramine and Metabolite Confirmation (Qualitative), Urine	\$212.00
5488B	Clonazepam and Metabolite Confirmation, Blood	\$396.00
5488FL	Clonazepam and Metabolite Confirmation, Fluid	\$319.00
5488SP	Clonazepam and Metabolite Confirmation, Serum/Plasma	\$251.00
5488U	Clonazepam and Metabolite Confirmation, Urine	\$251.00
5637ME	Cocaine and Metabolites Confirmation (Qualitative), Meconium	\$261.00
5637B	Cocaine and Metabolites Confirmation, Blood	\$210.00
5637FL	Cocaine and Metabolites Confirmation, Fluid	\$392.00
5637SP	Cocaine and Metabolites Confirmation, Serum/Plasma	\$210.00
5637TI	Cocaine and Metabolites Confirmation, Tissue	\$452.00
5637U	Cocaine and Metabolites Confirmation, Urine	\$210.00
5415U	Codeine - Total (Conjugated/Unconjugated) Confirmation, Urine	\$238.00
5636B	Cyanide Confirmation (Qualitative), Blood	\$108.00
5495U	Dextro / Levo Methorphan Confirmation - Total, Urine	\$234.00
5495SP	Dextro / Levo Methorphan Confirmation, Serum/Plasma	\$234.00
5506B	Disopyramide Confirmation (Qualitative), Blood	\$119.00
5506SP	Disopyramide Confirmation (Qualitative), Serum/Plasma	\$119.00
5509B	Doxepin and Metabolite Confirmation (Qualitative), Blood	\$149.00
5509U	Doxepin and Metabolite Confirmation (Qualitative), Urine	\$149.00
5510B	Doxylamine Confirmation (Qualitative), Blood	\$188.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
REFLEX CONFIRMATION TESTING		
<i>NOTE: Codes beginning with the number 5 are not orderable. They are reserved for reflex confirmations only.</i>		
5510SP	Doxylamine Confirmation (Qualitative), Serum/Plasma	\$188.00
5511B	Ephedrine Confirmation, Blood	\$148.00
53251B	Ethanol Confirmation, Blood	\$89.00
53251FL	Ethanol Confirmation, Fluid	\$125.00
53251SP	Ethanol Confirmation, Serum/Plasma	\$89.00
53251TI	Ethanol Confirmation, Tissue	\$160.00
53251U	Ethanol Confirmation, Urine	\$110.00
5517B	Ethosuximide Confirmation (Qualitative), Blood	\$182.00
5517SP	Ethosuximide Confirmation (Qualitative), Serum/Plasma	\$182.00
5517U	Ethosuximide Confirmation (Qualitative), Urine	\$182.00
5643B	Fentanyl and Acetyl Fentanyl Confirmation, Blood	\$223.00
5643FL	Fentanyl and Acetyl Fentanyl Confirmation, Fluid	\$290.00
5643SP	Fentanyl and Acetyl Fentanyl Confirmation, Serum/Plasma	\$223.00
5643TI	Fentanyl and Acetyl Fentanyl Confirmation, Tissue	\$317.00
5643U	Fentanyl and Acetyl Fentanyl Confirmation, Urine	\$223.00
5640B	Fentanyl and Metabolite Confirmation, Blood	\$166.00
5640FL	Fentanyl and Metabolite Confirmation, Fluid	\$233.00
5640SP	Fentanyl and Metabolite Confirmation, Serum/Plasma	\$166.00
5640TI	Fentanyl and Metabolite Confirmation, Tissue	\$265.00
5728B	Flunitrazepam and Metabolites Confirmation, Blood	\$239.00
5728SP	Flunitrazepam and Metabolites Confirmation, Serum/Plasma	\$239.00
5728TI	Flunitrazepam and Metabolites Confirmation, Tissue	\$340.00
5728U	Flunitrazepam and Metabolites Confirmation, Urine	\$239.00
5524B	Fluoxetine and Metabolite Confirmation, Blood	\$134.00
5524SP	Fluoxetine and Metabolite Confirmation, Serum/Plasma	\$134.00
5524U	Fluoxetine and Metabolite Confirmation, Urine	\$134.00
5526B	Glutethimide Confirmation (Qualitative), Blood	\$134.00
5526SP	Glutethimide Confirmation (Qualitative), Serum/Plasma	\$134.00
5527B	Haloperidol Confirmation, Blood	\$221.00
5527SP	Haloperidol Confirmation, Serum/Plasma	\$221.00
5686B	Heroin Metabolites - Free (Unconjugated) Confirmation, Blood	\$307.00
5686SP	Heroin Metabolites - Free (Unconjugated) Confirmation, Serum/Plasma	\$307.00
5707U	Heroin Metabolites - Free (Unconjugated) Confirmation, Urine	\$303.00
5536B	Hydrocodone and Metabolites - Free (Unconjugated) Confirmation, Blood	\$226.00
5536SP	Hydrocodone and Metabolites - Free (Unconjugated) Confirmation, Serum/Plasma	\$226.00
5532B	Imipramine and Metabolite Confirmation (Qualitative), Blood	\$140.00
5532SP	Imipramine and Metabolite Confirmation (Qualitative), Serum/Plasma	\$140.00
5532U	Imipramine and Metabolite Confirmation (Qualitative), Urine	\$140.00
5534B	Ketamine and Metabolite Confirmation, Blood	\$210.00
5534SP	Ketamine and Metabolite Confirmation, Serum/Plasma	\$210.00
5534U	Ketamine and Metabolite Confirmation, Urine	\$210.00
5613B	Lidocaine and Metabolite (MEGX) Confirmation (Qualitative), Blood	\$201.00
5613SP	Lidocaine and Metabolite (MEGX) Confirmation (Qualitative), Serum/Plasma	\$201.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
REFLEX CONFIRMATION TESTING		
<i>NOTE: Codes beginning with the number 5 are not orderable. They are reserved for reflex confirmations only.</i>		
5613U	Lidocaine and Metabolite (MEGX) Confirmation (Qualitative), Urine	\$201.00
5811B	LSD Confirmation, Blood	\$184.00
5811SP	LSD Confirmation, Serum/Plasma	\$184.00
5811U	LSD Confirmation, Urine	\$184.00
5553SP	Meclizine Confirmation, Serum/Plasma	\$160.00
5555B	Meperidine and Metabolite Confirmation (Qualitative), Blood	\$140.00
5555SP	Meperidine and Metabolite Confirmation (Qualitative), Serum/Plasma	\$140.00
5555U	Meperidine and Metabolite Confirmation, Urine	\$212.00
5560SP	Mepivacaine Confirmation (Qualitative), Serum/Plasma	\$181.00
5417B	Mescaline Confirmation (Qualitative), Blood	\$238.00
5417SP	Mescaline Confirmation (Qualitative), Serum/Plasma	\$238.00
5417U	Mescaline Confirmation (Qualitative), Urine	\$238.00
5682ME	Methadone and Metabolite Confirmation (Qualitative), Meconium	\$293.00
5682B	Methadone and Metabolite Confirmation, Blood	\$258.00
5682FL	Methadone and Metabolite Confirmation, Fluid	\$327.00
5682SP	Methadone and Metabolite Confirmation, Serum/Plasma	\$258.00
5682TI	Methadone and Metabolite Confirmation, Tissue	\$359.00
5682U	Methadone and Metabolite Confirmation, Urine	\$258.00
5687B	Methamphetamine and Metabolite Confirmation, Blood	\$184.00
5687SP	Methamphetamine and Metabolite Confirmation, Serum/Plasma	\$154.00
5687U	Methamphetamine and Metabolite Confirmation, Urine	\$342.00
5696B	Methylenedioxymethamphetamine and Metabolite Confirmation, Blood	\$127.00
5696SP	Methylenedioxymethamphetamine and Metabolite Confirmation, Serum/Plasma	\$127.00
5696U	Methylenedioxymethamphetamine and Metabolite Confirmation, Urine	\$127.00
5584B	Mexiletine Confirmation (Qualitative), Blood	\$144.00
5584SP	Mexiletine Confirmation (Qualitative), Serum/Plasma	\$144.00
5674B	Nicotine and Metabolite Confirmation, Blood	\$130.00
5674SP	Nicotine and Metabolite Confirmation, Serum/Plasma	\$130.00
5674U	Nicotine and Metabolite with Anabasine Confirmation, Urine	\$130.00
5589B	Nitrazepam and Metabolite Confirmation, Blood	\$351.00
5589SP	Nitrazepam and Metabolite Confirmation, Serum/Plasma	\$273.00
5593B	Nortriptyline Confirmation (Qualitative), Blood	\$87.00
5593U	Nortriptyline Confirmation (Qualitative), Urine	\$87.00
5645B	Opiates - Free (Unconjugated) Confirmation, Blood	\$257.00
5645FL	Opiates - Free (Unconjugated) Confirmation, Fluid	\$384.00
5645SP	Opiates - Free (Unconjugated) Confirmation, Serum/Plasma	\$257.00
5645U	Opiates - Free (Unconjugated) Confirmation, Urine	\$274.00
5645ME	Opiates - Total (Conjugated/Unconjugated) Confirmation (Qualitative), Meconium	\$371.00
5698TI	Opiates - Total (Conjugated/Unconjugated) Confirmation, Tissue	\$438.00
5612B	Orphenadrine Confirmation (Qualitative), Blood	\$212.00
5557B	Oxycodone and Metabolite - Free (Unconjugated) Confirmation, Blood	\$183.00
5557SP	Oxycodone and Metabolite - Free (Unconjugated) Confirmation, Serum/Plasma	\$112.00
5615B	Papaverine Confirmation (Qualitative), Blood	\$195.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
REFLEX CONFIRMATION TESTING		
<i>NOTE: Codes beginning with the number 5 are not orderable. They are reserved for reflex confirmations only.</i>		
5618B	Pentazocine Confirmation (Qualitative), Blood	\$140.00
5618SP	Pentazocine Confirmation (Qualitative), Serum/Plasma	\$212.00
5618U	Pentazocine Confirmation (Qualitative), Urine	\$140.00
5657ME	Phencyclidine Confirmation (Qualitative), Meconium	\$333.00
5657B	Phencyclidine Confirmation, Blood	\$274.00
5657FL	Phencyclidine Confirmation, Fluid	\$341.00
5657SP	Phencyclidine Confirmation, Serum/Plasma	\$274.00
5657TI	Phencyclidine Confirmation, Tissue	\$375.00
5657U	Phencyclidine Confirmation, Urine	\$274.00
5544B	Phenobarbital Confirmation, Blood	\$180.00
5546B	Phensuximide Confirmation (Qualitative), Blood	\$182.00
5546U	Phensuximide Confirmation (Qualitative), Urine	\$182.00
5548U	Phenylpropanolamine Confirmation, Urine	\$100.00
5726B	Propofol Confirmation (Qualitative), Blood	\$196.00
5726SP	Propofol Confirmation (Qualitative), Serum/Plasma	\$196.00
5433B	Propranolol Confirmation, Blood	\$92.00
5433SP	Propranolol Confirmation, Serum/Plasma	\$92.00
5566B	Protriptyline Confirmation (Qualitative), Blood	\$188.00
5566SP	Protriptyline Confirmation (Qualitative), Serum/Plasma	\$188.00
5568B	Pseudoephedrine Confirmation, Blood	\$134.00
5568SP	Pseudoephedrine Confirmation, Serum/Plasma	\$134.00
5568U	Pseudoephedrine Confirmation, Urine	\$134.00
5569B	Pseudoephedrine vs Ephedrine Differentiation Confirmation, Blood	\$221.00
5569U	Pseudoephedrine vs Ephedrine Differentiation Confirmation, Urine	\$221.00
5435B	Quinine/Quinidine Confirmation, Blood	\$174.00
5438B	Salicylate Confirmation, Blood	\$138.00
5438FL	Salicylate Confirmation, Fluid	\$207.00
5438SP	Salicylate Confirmation, Serum/Plasma	\$138.00
5438TI	Salicylate Confirmation, Tissue	\$240.00
5438U	Salicylate Confirmation, Urine	\$138.00
5583B	Scopolamine Confirmation, Blood	\$804.00
5583SP	Scopolamine Confirmation, Serum/Plasma	\$625.00
5583U	Scopolamine Confirmation, Urine	\$625.00
5579B	Sufentanil Confirmation, Blood	\$195.00
5579U	Sufentanil Confirmation, Urine	\$308.00
5596B	Thebaine Confirmation (Qualitative), Blood	\$219.00
5596U	Thebaine Confirmation (Qualitative), Urine	\$219.00
5600B	Thiopental and Metabolite Confirmation (Qualitative), Blood	\$186.00
5600SP	Thiopental and Metabolite Confirmation (Qualitative), Serum/Plasma	\$186.00
5693B	Thioridazine and Metabolite Confirmation (Qualitative), Blood	\$142.00
5693SP	Thioridazine and Metabolite Confirmation (Qualitative), Serum/Plasma	\$215.00
5602B	Thiothixene (Cis Isomer) Confirmation (Qualitative), Blood	\$186.00
5602SP	Thiothixene (Cis Isomer) Confirmation (Qualitative), Serum/Plasma	\$293.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
REFLEX CONFIRMATION TESTING		
<i>NOTE: Codes beginning with the number 5 are not orderable. They are reserved for reflex confirmations only.</i>		
5602U	Thiothixene (Cis Isomer) Confirmation (Qualitative), Urine	\$186.00
5626B	Tramadol and Metabolite Confirmation, Blood	\$299.00
5626FL	Tramadol and Metabolite Confirmation, Fluid	\$368.00
5626SP	Tramadol and Metabolite Confirmation, Serum/Plasma	\$299.00
5626U	Tramadol and Metabolite Confirmation, Urine	\$299.00
5727B	Venlafaxine and Metabolite Confirmation, Blood	\$305.00
5727U	Venlafaxine and Metabolite Confirmation, Urine	\$305.00
CRIME LABORATORY SERVICES		
<p>NMS Labs Crime Laboratory has a full menu of forensic chemistry services available, including illicit and pharmaceutical drug identification. For a current fee schedules for crime laboratory services, please contact us via email: crimelab@nmslabs.com or by phone at: 844.276.1182.</p>		
DESIGNER DRUGS/NOVEL PSYCHOACTIVE SUBSTANCES		
0010B	2-fluoro Deschloroketamine and Deschloroketamine (Qualitative), Blood	\$275.00
0010SP	2-fluoro Deschloroketamine and Deschloroketamine (Qualitative), Serum/Plasma	\$172.00
0010U	2-fluoro Deschloroketamine and Deschloroketamine (Qualitative), Urine	\$172.00
0015B	2-methyl AP-237 & AP-238, Blood	\$535.00
0015SP	2-methyl AP-237 & AP-238, Serum/Plasma	\$535.00
0015U	2-methyl AP-237 & AP-238, Urine	\$535.00
0014B	3-MeO-PCP and 3-hydroxy-PCP (Qualitative), Blood	\$275.00
0014SP	3-MeO-PCP and 3-hydroxy-PCP (Qualitative), Serum/Plasma	\$172.00
0014U	3-MeO-PCP and 3-hydroxy-PCP (Qualitative), Urine	\$172.00
0205U	Acetyl Fentanyl and Metabolite, Urine	\$185.00
9105B	Acetyl Fentanyl Screen, Blood	\$185.00
9105SP	Acetyl Fentanyl Screen, Serum/Plasma	\$185.00
9105U	Acetyl Fentanyl Screen, Urine	\$185.00
0205B	Acetyl Fentanyl, Blood	\$185.00
0205FL	Acetyl Fentanyl, Fluid	\$371.00
0205SP	Acetyl Fentanyl, Serum/Plasma	\$185.00
0205TI	Acetyl Fentanyl, Tissue	\$371.00
2626B	Bath Salts Panel (Qualitative), Blood	\$261.00
2626SP	Bath Salts Panel (Qualitative), Serum/Plasma	\$165.00
2626U	Bath Salts Panel (Qualitative), Urine	\$165.00
0771B	Brorphine, Blood	\$459.00
0771SP	Brorphine, Serum/Plasma	\$459.00
0771U	Brorphine, Urine	\$459.00
1483U	Desalkylgidazepam (Qualitative), Urine	\$325.00
1483B	Desalkylgidazepam, Blood	\$325.00
1483SP	Desalkylgidazepam, Serum/Plasma	\$325.00
0570U	Designer Benzodiazepines (Qualitative), Urine	\$347.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
DESIGNER DRUGS/NOVEL PSYCHOACTIVE SUBSTANCES (Continued)		
0571B	Designer Benzodiazepines DUID/DRE Add-On, Blood (Forensic)	\$207.00
0570B	Designer Benzodiazepines, Blood	\$347.00
0570SP	Designer Benzodiazepines, Serum/Plasma	\$347.00
1480U	Designer Opioids (Qualitative), Urine	\$360.00
1480B	Designer Opioids, Blood	\$360.00
1480SP	Designer Opioids, Serum/Plasma	\$360.00
1022U	Eutylone (Qualitative), Urine	\$281.00
1022B	Eutylone, Blood	\$281.00
1022SP	Eutylone, Serum/Plasma	\$281.00
1022TI	Eutylone, Tissue	\$519.00
3078U	Mitragynine (Qualitative), Urine	\$180.00
3064B	Mitragynine, Blood	\$188.00
3064SP	Mitragynine, Serum/Plasma	\$188.00
3218B	N,N-Dimethylpentylone & Pentylone, Blood	\$325.00
3218SP	N,N-Dimethylpentylone & Pentylone, Serum/Plasma	\$325.00
3218U	N,N-Dimethylpentylone & Pentylone, Urine	\$325.00
3168B	Nitazenes Panel, Blood	\$363.00
3168SP	Nitazenes Panel, Serum/Plasma	\$363.00
8054B	NMS TotalTox™ Panel, Blood (Forensic)	\$572.00
8756B	Novel Psychoactive Substances (NPS) Screen 1, Blood	\$374.00
8756SP	Novel Psychoactive Substances (NPS) Screen 1, Serum/Plasma	\$374.00
8756U	Novel Psychoactive Substances (NPS) Screen 1, Urine	\$374.00
3224B	NPS Stimulants (Qualitative), Blood	\$275.00
3224SP	NPS Stimulants (Qualitative), Serum/Plasma	\$172.00
3224U	NPS Stimulants (Qualitative), Urine	\$172.00
8155B	Postmortem Designer Opioids Add-On, Blood (Forensic)	\$203.00
8155SP	Postmortem Designer Opioids Add-On, Serum/Plasma (Forensic)	\$193.00
1021B	Substituted Cathinone Panel, Blood	\$292.00
1021SP	Substituted Cathinone Panel, Serum/Plasma	\$292.00
1021U	Substituted Cathinone Panel, Urine	\$292.00
9562U	Synthetic Cannabinoid Metabolites Screen - Expanded, Urine	\$135.00
4283U	Synthetic Cannabinoid Metabolites-Expanded (Qualitative), Urine	\$100.00
4282SP	Synthetic Cannabinoids (Qualitative), Serum/Plasma	\$292.00
9566B	Synthetic Cannabinoids Screen (Add-On), Blood	\$196.00
9560B	Synthetic Cannabinoids Screen, Blood	\$273.00

EXPERT SERVICES

NMS Labs scientists are available to provide expert opinions and scientifically sound support at various points in the investigation process including depositions, expert courtroom testimony and independent case review. For a current fee schedule for Expert Services, please contact us via email: expertservices@nmslabs.com or by phone at 844.276.0768.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
METALS/ELEMENTS TESTING SERVICES		
0264UH	Aluminum, 24 Hour Urine	\$92.00
0264B	Aluminum, Blood	\$161.00
0264FL	Aluminum, Fluid	\$496.00
0264H	Aluminum, Hair	\$520.00
0264LI	Aluminum, Liquid	\$463.00
0264R	Aluminum, RBCs	\$89.00
0264SP	Aluminum, Serum/Plasma	\$89.00
0264TI	Aluminum, Tissue	\$480.00
0264U	Aluminum, Urine	\$168.00
0410B	Antimony, Blood	\$89.00
0410H	Antimony, Hair	\$520.00
0410LI	Antimony, Liquid	\$312.00
0410N	Antimony, Nails	\$520.00
0410R	Antimony, RBCs	\$89.00
0410SP	Antimony, Serum/Plasma	\$89.00
0410U	Antimony, Urine	\$89.00
0460UH	Arsenic, 24 Hour Urine	\$111.00
0460B	Arsenic, Blood	\$111.00
0460FL	Arsenic, Fluid	\$314.00
0460H	Arsenic, Hair	\$683.00
0460N	Arsenic, Nails	\$468.00
0460R	Arsenic, RBCs	\$111.00
0460SP	Arsenic, Serum/Plasma	\$111.00
0460TI	Arsenic, Tissue	\$383.00
0468UH	Arsenic, Total Inorganic, 24 Hour Urine	\$162.00
0468U	Arsenic, Total Inorganic, Urine	\$162.00
0460U	Arsenic, Urine	\$111.00
0519B	Barium, Blood	\$200.00
0519FL	Barium, Fluid	\$205.00
0519H	Barium, Hair	\$574.00
0519SP	Barium, Serum/Plasma	\$133.00
0519TI	Barium, Tissue	\$526.00
0519U	Barium, Urine	\$133.00
0638B	Beryllium, Blood	\$92.00
0638LI	Beryllium, Liquid	\$379.00
0638SP	Beryllium, Serum/Plasma	\$92.00
0638U	Beryllium, Urine	\$143.00
0680B	Bismuth, Blood	\$233.00
0680SP	Bismuth, Serum/Plasma	\$89.00
0680U	Bismuth, Urine	\$143.00
0711B	Boron, Blood	\$71.00
0711SP	Boron, Serum/Plasma	\$71.00
0711U	Boron, Urine	\$71.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
METALS/ELEMENTS TESTING SERVICES (Continued)		
0720B	Bromine - Total, Blood	\$414.00
0720SP	Bromine - Total, Serum/Plasma	\$101.00
0720U	Bromine - Total, Urine	\$166.00
0921UH	Cadmium, 24 Hour Urine	\$88.00
0921B	Cadmium, Blood	\$61.00
0921H	Cadmium, Hair	\$419.00
0921N	Cadmium, Nails	\$419.00
0921R	Cadmium, RBCs	\$61.00
0921SP	Cadmium, Serum/Plasma	\$61.00
0921TI	Cadmium, Tissue	\$332.00
0921U	Cadmium, Urine	\$64.00
0939B	Calcium - Total, Postmortem, Blood (Forensic)	\$125.00
0938FL	Calcium - Total, Postmortem, Fluid (Forensic)	\$291.00
0938R	Calcium - Total, RBCs	\$93.00
0938U	Calcium - Total, Urine	\$153.00
1006TI	Carbon Monoxide - Iron Ratio Profile, Tissue	\$664.00
1042B	Cesium, Blood	\$168.00
1042SP	Cesium, Serum/Plasma	\$168.00
1042U	Cesium, Urine	\$273.00
1130B	Chloroform, Blood	\$193.00
1265B	Chromium and Cobalt, Blood	\$196.00
1265SP	Chromium and Cobalt, Serum/Plasma	\$189.00
1265U	Chromium and Cobalt, Urine	\$189.00
1261B	Chromium, Blood	\$133.00
1261FL	Chromium, Fluid	\$330.00
1261H	Chromium, Hair	\$414.00
1261N	Chromium, Nails	\$414.00
1261R	Chromium, RBCs	\$133.00
1261SP	Chromium, Serum/Plasma	\$133.00
1261TI	Chromium, Tissue	\$395.00
1261U	Chromium, Urine	\$133.00
1290UH	Cobalt, 24 Hour Urine	\$132.00
1290B	Cobalt, Blood	\$110.00
1290FL	Cobalt, Fluid	\$307.00
1290H	Cobalt, Hair	\$467.00
1290N	Cobalt, Nails	\$467.00
1290R	Cobalt, RBCs	\$110.00
1290SP	Cobalt, Serum/Plasma	\$110.00
1290TI	Cobalt, Tissue	\$374.00
1290U	Cobalt, Urine	\$179.00
1333SP	Copper - Free, Serum/Plasma	\$101.00
1330B	Copper, Blood	\$56.00
1330FL	Copper, Fluid	\$257.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
METALS/ELEMENTS TESTING SERVICES (Continued)		
1330H	Copper, Hair	\$413.00
1330R	Copper, RBCs	\$56.00
1330SP	Copper, Serum/Plasma	\$56.00
1330TI	Copper, Tissue	\$326.00
1330U	Copper, Urine	\$56.00
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	\$114.00
8103B	Environmental Exposure Screen, Blood	\$880.00
2156SP	Germanium, Serum/Plasma	\$395.00
2156U	Germanium, Urine	\$379.00
2171B	Gold, Blood	\$89.00
2171SP	Gold, Serum/Plasma	\$89.00
2171U	Gold, Urine	\$89.00
2406B	Indium, Blood	\$219.00
2406R	Indium, RBCs	\$146.00
2406SP	Indium, Serum/Plasma	\$219.00
2406U	Indium, Urine	\$146.00
2430UH	Iron, 24 Hour Urine	\$76.00
2430B	Iron, Blood	\$76.00
2430SP	Iron, Serum/Plasma	\$76.00
2430ST	Iron, Stool	\$273.00
2430U	Iron, Urine	\$76.00
2490B	Lead and ZPP, Blood	\$69.00
2492UH	Lead, 24 Hour Urine	\$98.00
2492B	Lead, Blood	\$48.00
2492FL	Lead, Fluid	\$249.00
2492H	Lead, Hair	\$404.00
2492LI	Lead, Liquid	\$154.00
2492N	Lead, Nails	\$404.00
2492R	Lead, RBCs	\$82.00
2492SP	Lead, Serum/Plasma	\$98.00
2492TI	Lead, Tissue	\$317.00
2492U	Lead, Urine	\$98.00
2520B	Lithium, Blood	\$56.00
2520FL	Lithium, Fluid	\$257.00
2520R	Lithium, RBCs	\$88.00
2520SP	Lithium, Serum/Plasma	\$56.00
2520TI	Lithium, Tissue	\$326.00
2520U	Lithium, Urine	\$56.00
2551B	Magnesium - Total, Blood	\$60.00
2551FL	Magnesium - Total, Fluid	\$261.00
2551H	Magnesium - Total, Hair	\$416.00
2551R	Magnesium - Total, RBCs	\$60.00
2551SP	Magnesium - Total, Serum/Plasma	\$60.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
METALS/ELEMENTS TESTING SERVICES (Continued)		
2551ST	Magnesium - Total, Stool	\$416.00
2551TI	Magnesium - Total, Tissue	\$263.00
2551U	Magnesium - Total, Urine	\$113.00
2570B	Manganese, Blood	\$99.00
2570FL	Manganese, Fluid	\$298.00
2570H	Manganese, Hair	\$454.00
2570LI	Manganese, Liquid	\$564.00
2570N	Manganese, Nails	\$688.00
2570R	Manganese, RBCs	\$99.00
2570SP	Manganese, Serum/Plasma	\$99.00
2570TI	Manganese, Tissue	\$366.00
2570U	Manganese, Urine	\$99.00
2670UH	Mercury, 24 Hour Urine	\$74.00
2670B	Mercury, Blood	\$53.00
2670FL	Mercury, Fluid	\$257.00
2670H	Mercury, Hair	\$599.00
2670LI	Mercury, Liquid	\$260.00
2670N	Mercury, Nails	\$413.00
2670R	Mercury, RBCs	\$53.00
2670SP	Mercury, Serum/Plasma	\$53.00
2670TI	Mercury, Tissue	\$326.00
2670U	Mercury, Urine	\$119.00
2664UH	Metals Panel 4 (Arsenic, Cadmium, Lead, Mercury), 24 Hour Urine	\$364.00
2664U	Metals Panel 4 (Arsenic, Cadmium, Lead, Mercury), Urine	\$364.00
2693B	Metals/Metalloids Acute Poisoning Panel, Blood	\$447.00
2693FL	Metals/Metalloids Acute Poisoning Panel, Fluid	\$654.00
2693H	Metals/Metalloids Acute Poisoning Panel, Hair	\$636.00
2693R	Metals/Metalloids Acute Poisoning Panel, RBCs	\$447.00
2693SP	Metals/Metalloids Acute Poisoning Panel, Serum/Plasma	\$447.00
2693TI	Metals/Metalloids Acute Poisoning Panel, Tissue	\$697.00
2693U	Metals/Metalloids Acute Poisoning Panel, Urine	\$447.00
2661B	Metals/Metalloids Panel 1, Blood	\$261.00
2661H	Metals/Metalloids Panel 1, Hair	\$485.00
2661N	Metals/Metalloids Panel 1, Nails	\$485.00
2661SP	Metals/Metalloids Panel 1, Serum/Plasma	\$289.00
2661U	Metals/Metalloids Panel 1, Urine	\$299.00
2662B	Metals/Metalloids Panel 2, Blood	\$364.00
2662H	Metals/Metalloids Panel 2, Hair	\$561.00
2662N	Metals/Metalloids Panel 2, Nails	\$561.00
2662SP	Metals/Metalloids Panel 2, Serum/Plasma	\$364.00
2662U	Metals/Metalloids Panel 2, Urine	\$575.00
2663B	Metals/Metalloids Panel 3, Blood	\$403.00
2663H	Metals/Metalloids Panel 3, Hair	\$607.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
METALS/ELEMENTS TESTING SERVICES (Continued)		
2663N	Metals/Metalloids Panel 3, Nails	\$607.00
2663SP	Metals/Metalloids Panel 3, Serum/Plasma	\$415.00
2663U	Metals/Metalloids Panel 3, Urine	\$642.00
3140B	Nickel, Blood	\$76.00
3140FL	Nickel, Fluid	\$273.00
3140H	Nickel, Hair	\$431.00
3140N	Nickel, Nails	\$431.00
3140R	Nickel, RBCs	\$124.00
3140SP	Nickel, Serum/Plasma	\$76.00
3140TI	Nickel, Tissue	\$341.00
3140U	Nickel, Urine	\$106.00
3292B	Palladium, Blood	\$216.00
3292SP	Palladium, Serum/Plasma	\$180.00
3292U	Palladium, Urine	\$180.00
3765B	Phosphorus - Total, Blood	\$265.00
3765FL	Phosphorus - Total, Fluid	\$469.00
3765SP	Phosphorus - Total, Serum/Plasma	\$265.00
3765ST	Phosphorus - Total, Stool	\$223.00
3765U	Phosphorus - Total, Urine	\$265.00
3783B	Platinum, Blood	\$184.00
3783FL	Platinum, Fluid	\$379.00
3783SP	Platinum, Serum/Plasma	\$184.00
3783U	Platinum, Urine	\$303.00
3784B	Potassium - Total, Blood (Forensic)	\$88.00
3784FL	Potassium - Total, Fluid	\$205.00
3784R	Potassium - Total, RBCs	\$88.00
4124B	Rubidium, Blood	\$219.00
4124R	Rubidium, RBCs	\$331.00
4124SP	Rubidium, Serum/Plasma	\$219.00
4124U	Rubidium, Urine	\$219.00
4180B	Selenium, Blood	\$109.00
4180H	Selenium, Hair	\$520.00
4180LI	Selenium, Liquid	\$660.00
4180N	Selenium, Nails	\$520.00
4180R	Selenium, RBCs	\$109.00
4180SP	Selenium, Serum/Plasma	\$109.00
4180U	Selenium, Urine	\$127.00
4200B	Silver, Blood	\$99.00
4200SP	Silver, Serum/Plasma	\$99.00
4200U	Silver, Urine	\$99.00
4212B	Strontium, Blood	\$96.00
4212SP	Strontium, Serum/Plasma	\$56.00
4212U	Strontium, Urine	\$55.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
METALS/ELEMENTS TESTING SERVICES (Continued)		
4320B	Tellurium, Blood	\$239.00
4320SP	Tellurium, Serum/Plasma	\$239.00
4320U	Tellurium, Urine	\$239.00
4370B	Thallium, Blood	\$143.00
4370H	Thallium, Hair	\$398.00
4370LI	Thallium, Liquid	\$352.00
4370N	Thallium, Nails	\$398.00
4370SP	Thallium, Serum/Plasma	\$89.00
4370U	Thallium, Urine	\$94.00
4478SP	Thorium, Serum/Plasma	\$152.00
4478U	Thorium, Urine	\$253.00
4485B	Tin - Total, Blood	\$142.00
4485H	Tin - Total, Hair	\$484.00
4485SP	Tin - Total, Serum/Plasma	\$142.00
4485TI	Tin - Total, Tissue	\$91.00
4485U	Tin - Total, Urine	\$142.00
4486B	Titanium, Blood	\$146.00
4486FL	Titanium, Fluid	\$342.00
4486SP	Titanium, Serum/Plasma	\$146.00
4486U	Titanium, Urine	\$219.00
0470UH	Total, Inorganic Arsenic, 24 Hour Urine (+Creatinine)	\$162.00
4730B	Tungsten, Blood	\$181.00
4730SP	Tungsten, Serum/Plasma	\$181.00
4730U	Tungsten, Urine	\$181.00
4755UH	Uranium, 24 Hour Urine	\$181.00
4755U	Uranium, Urine	\$181.00
4765B	Vanadium, Blood	\$109.00
4765R	Vanadium, RBCs	\$109.00
4765SP	Vanadium, Serum/Plasma	\$109.00
4765U	Vanadium, Urine	\$114.00
4844B	Zinc, Blood	\$66.00
4844FL	Zinc, Fluid	\$265.00
4844H	Zinc, Hair	\$389.00
4844LI	Zinc, Liquid	\$534.00
4844N	Zinc, Nails	\$389.00
4844R	Zinc, RBCs	\$66.00
4844SP	Zinc, Serum/Plasma	\$66.00
4844U	Zinc, Urine	\$109.00
4885B	ZPP (Zinc Protoporphyrin), Blood	\$74.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

NMS Labs
2024 List Fee Schedule

800.522.6671
nmslabs.com

Test	Test Name	List Price
MISCELLANEOUS SERVICES		
HAIR KIT	Hair Kit/ Forensic	\$18.00
HAIRSEG	Hair Segmentation	\$182.00
HAIRSEG2	Hair Segmentation II	\$182.00
MICRO	Micro Specimen Surcharge	\$91.00
NONBIO/LIQ	Non-biological Fee (Liquid)	\$140.00
NONBIO/SOL	Non-biological Fee (Solid)	\$206.00
SHPCHG	Shipping Charge	\$41.00
HANDLING	Specimen Handling Fee	\$47.00
SPEC RET	Specimen Retention	\$2,500.00
RETURN	Specimen Return/Handling	\$63.00
NEWBORN TOXICOLOGY		
9351UC	Basic Drug Screen, Umbilical Cord Tissue	\$422.00
9352UC	Expanded Drug Screen, Umbilical Cord Tissue	\$563.00
9145UC	Comprehensive Drug Screen, Umbilical Cord Tissue	\$716.00
9146UC	Ethyl Glucuronide Screen, Umbilical Cord Tissue	\$326.00
6904ME	Drugs of Abuse Screen (7 Panel), Meconium	\$186.00
8670ME	Opiates - Total (Conjugated/Unconjugated) (Qualitative), Meconium	\$359.00
8761ME	Phencyclidine (Qualitative), Meconium	\$422.00
1864ME	Drugs of Abuse Screen (10 Panel), Meconium	\$218.00
8600ME	Amphetamines Panel (Qualitative), Meconium	\$300.00
8620ME	Barbiturates Panel (Qualitative), Meconium	\$447.00
9329ME	Benzodiazepines Panel (Qualitative), Meconium	\$296.00
4127ME	Buprenorphine and Metabolite - Total (Qualitative), Meconium	\$454.00
0960ME	Cannabinoids Panel (Qualitative), Meconium	\$340.00
1300ME	Cocaine and Metabolites (Qualitative), Meconium	\$435.00
2760ME	Methadone and Metabolite (Qualitative), Meconium	\$344.00
ORAL FLUID TESTING SERVICES		
8890OF	Amphetamines Panel (Qualitative), Oral Fluid (Saliva)	\$68.00
8891OF	Benzodiazepines Panel (Qualitative), Oral Fluid (Saliva)	\$68.00
8893OF	Cocaine and Metabolites (Qualitative), Oral Fluid (Saliva)	\$68.00
8892OF	Delta-9 THC (Qualitative), Oral Fluid (Saliva)	\$77.00
8900OF	Delta-9 THC (Quantitative), Oral Fluid (Saliva)	\$206.00
8898OF	Drugs of Abuse (6 Panel) (Qualitative), Oral Fluid (Saliva)	\$90.00
8897OF	Drugs of Abuse (7 Panel) (Qualitative), Oral Fluid (Saliva)	\$140.00
8894OF	Methadone and Metabolite (Qualitative), Oral Fluid (Saliva)	\$68.00
8895OF	Opiates (Qualitative), Oral Fluid (Saliva)	\$68.00
8896OF	Phencyclidine and Dextromethorphan (Qualitative), Oral Fluid (Saliva)	\$68.00

Effective January 1, 2024

All prices are US Dollars and are subject to change.

2023 Utilization



Account #	Account Name	Test Code	Test Code Description	Count	Expenditures
10512	Delaware County Medical Examiner's Office-Fair Acres Co,Lima	8084B	Postmortem, Expanded w/Vitreous Alcohol and 6-MAM Confirmation, Blood (Forensic)	179	\$46,540
10512	Delaware County Medical Examiner's Office-Fair Acres Co,Lima	8051B	Postmortem, Basic, Blood (Forensic)	173	\$31,160
10512	Delaware County Medical Examiner's Office-Fair Acres Co,Lima	8052B	Postmortem, Expanded, Blood (Forensic)	92	\$23,000
10512	Delaware County Medical Examiner's Office-Fair Acres Co,Lima	53249FL	Alcohols and Acetone Confirmation, Vitreous Fluid (Forensic)	47	\$4,230
10512	Delaware County Medical Examiner's Office-Fair Acres Co,Lima	1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	19	\$1,482
10512	Delaware County Medical Examiner's Office-Fair Acres Co,Lima	8083B	Postmortem, Basic w/Vitreous Alcohol and 6-MAM Confirmation, Blood (Forensic)	16	\$3,200
10512	Delaware County Medical Examiner's Office-Fair Acres Co,Lima	8052TI	Postmortem, Expanded, Tissue (Forensic)	7	\$3,773
10512	Delaware County Medical Examiner's Office-Fair Acres Co,Lima	8051TI	Postmortem, Basic, Tissue (Forensic)	7	\$2,513
10512	Delaware County Medical Examiner's Office-Fair Acres Co,Lima	8041B	Postmortem, Basic w/Vitreous Alcohol Confirmation, Blood (Forensic)	7	\$1,988
10512	Delaware County Medical Examiner's Office-Fair Acres Co,Lima	1005B	Carbon Monoxide Profile, Blood	3	\$615
10512	Delaware County Medical Examiner's Office-Fair Acres Co,Lima	1009B	Carbon Monoxide Exposure, Blood	3	\$354
10512	Delaware County Medical Examiner's Office-Fair Acres Co,Lima	8061TI	Postmortem, Basic w/o Alcohol, Tissue (Forensic)	2	\$926
10512	Delaware County Medical Examiner's Office-Fair Acres Co,Lima	8054B	NMS TotalTox Panel, Blood (Forensic)	2	\$850
10512	Delaware County Medical Examiner's Office-Fair Acres Co,Lima	0315B	Amlodipine, Blood	2	\$680

2023 Utilization



Account #	Account Name	Test Code	Test Code Description	Count	Expenditures
10512	Delaware County Medical Examiner's Office- Fair Acres Co,Lima	77440	Special Request - Investigation	2	\$650
10512	Delaware County Medical Examiner's Office- Fair Acres Co,Lima	RETURN	Specimen Return/Handling	2	\$120
10512	Delaware County Medical Examiner's Office- Fair Acres Co,Lima	8052FL	Postmortem, Expanded, Fluid (Forensic)	1	\$487
10512	Delaware County Medical Examiner's Office- Fair Acres Co,Lima	1611B	Tetrafluoroethane and Difluoroethane Panel, Blood	1	\$404
10512	Delaware County Medical Examiner's Office- Fair Acres Co,Lima	8062B	Postmortem, Expanded w/o Alcohol, Blood (Forensic)	1	\$347
10512	Delaware County Medical Examiner's Office- Fair Acres Co,Lima	3174B	Nitrate/Nitrite (Qualitative), Blood (Forensic)	1	\$325
10512	Delaware County Medical Examiner's Office- Fair Acres Co,Lima	8061B	Postmortem, Basic w/o Alcohol, Blood (Forensic)	1	\$219
10512	Delaware County Medical Examiner's Office- Fair Acres Co,Lima	0420B	Betahydroxybutyric Acid, Blood	1	\$208
10512	Delaware County Medical Examiner's Office- Fair Acres Co,Lima	8063B	Postmortem, Basic to Expanded Upgrade, Blood (Forensic)	1	\$167
10512	Delaware County Medical Examiner's Office- Fair Acres Co,Lima	5654B	Carbon Monoxide Exposure Biouptake Confirmation, Blood	1	\$95
10512	Delaware County Medical Examiner's Office- Fair Acres Co,Lima	1002B	Carbon Monoxide Exposure Biouptake Screen, Blood	1	\$87
10512	Delaware County Medical Examiner's Office- Fair Acres Co,Lima	CREDIT	Invoice Credit		-\$520
				TOTAL	572 \$123,900

LABORATORY LICENSURE AS OF NOVEMBER 15, 2023 **NMS LABS TOXICOLOGY**

1. **Clinical Laboratory Improvement Amendments (CLIA) Certificate of Accreditation:** Laboratory No. 39DO197898 (Expires May 7, 2024)
2. **College of American Pathologists (CAP) Laboratory Accreditation Program (LAP):** Accreditation No. 3030301 (Expires December 8, 2023)
3. **College of American Pathologists (CAP) International Standards - ISO 15189:2007 Accreditation:** Certification No. 3030301 (Expires August 22, 2025)
4. **ISO/IEC 17025:2017:** Certificate No. FT-0120 (Expires December 31, 2026)
 - **ANSI National Accreditation Board (ANAB) Forensic Science Testing and Calibration AR 3125:2023**
 - **ABFT Forensic Toxicology Laboratory Accreditation Requirements: 2021**
5. **California Department of Public Health:** Lab ID Number COS 800001 (Expires May 28, 2024)
6. **Colorado Department of Public Health and Environment:** (Expires June 30, 2024)
7. **Illinois State Police License:** (Expires December 1, 2025)
8. **Louisiana Department of Public Safety and Corrections - Forensic Toxicology Analysis** (Tied to ANAB accreditation)
9. **Maine Department of Human Services:** Substance Abuse Testing (Effective February 26, 2023)
10. **Maryland Department of Health:** Medical Laboratory Permit No. 580 (No expiration date)
 - Forensic Toxicology License No. FL009P (No expiration date)
11. **New York State Department of Health:** PFI No. 3772 (Expires June 30, 2024)
12. **Pennsylvania Department of Health:** Laboratory Permit No. 00504A (Expires August 15, 2024)
13. **Rhode Island Department of Health – Office of Facilities Regulation:** License No. LCO01266 (Expires December 30, 2024)
14. **Texas Forensic Science Commission Administration** (Tied to ANAB accreditation)
15. **DEA Registration PA:** Horsham (Expires October 31, 2024)
16. **DEA Registration FL:** (Expires October 31, 2024)
17. **FDA Registration:** Horsham No. 064341449 (No expiration date)
18. **National Provider Identifier (NPI) Number – 1922177732** (No expiration date)
19. **Medicare** No. 39-8154 (No hard copy of license; covered under inspection by Commonwealth of PA)

LABORATORY LICENSURE AS OF NOVEMBER 15, 2023 **NMS LABS CRIME LABORATORY**

1. **ISO/IEC 17025:2017** Certificate No. FT-0120 (Expires December 31, 2026)
 - **ANSI National Accreditation Board (ANAB) Forensic Science Testing and Calibration AR 3125:2023**
2. **Texas Forensic Science Commission Administration:** (No expiration date – tied to ANAB accreditation)
3. **Maryland Department of Health:** Willow Grove, PA License No. FL009X (No expiration date)
 - Bucks County, PA License No. FL009W (No expiration date)
 - Dallas/Fort Worth, TX License No. FL009G (No expiration date)
 - El Paso, TX License No. FL009E (No expiration date)
 - Winston-Salem, NC License No. FL009N (No expiration date)
4. **DEA Registration TX:** El Paso/Dallas Fort Worth (Expires October 31, 2024)
5. **DEA Registration PA:** Bucks County/Willow Grove (Expires October 31, 2024)
6. **DEA Registration NC:** Winston-Salem (Expires October 31, 2024)
7. **FDA Registration:** Willow Grove No. 949561885 (No expiration date)
8. **North Carolina Department of Health and Human Services Controlled Substances Registration Certificate:** Winston-Salem (Expires October 31, 2024)
9. **Pennsylvania Department of Health, Drug & Device Certificate of Registration:** Bucks County, PA (Expires October 31, 2024)
10. **Pennsylvania Department of Health, Drug & Device Certificate of Registration:** Willow Grove, PA (Expires July 31, 2024)
11. **Washington DC Department of Health - Controlled Substance Registration:** Willow Grove, PA
 - Schedule I (Expires May 31, 2025)
 - Schedules II-V (Expires September 23, 2025)
12. **Washington DC Department of Health – Non-Resident Distributor License:** Willow Grove, PA (Expires September 30, 2024)

COUNTY OF DELAWARE
Agreement for Professional Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2024
and between the County of Delaware (hereinafter referred to as "County") and NMS Labs, 200
Welsh Road, Horsham PA 19044 (hereinafter referred to as "Contractor").

WITNESS

County proposes to use forensic toxicology criminalistics, criminalistics, and professional expert services support from Contractor and Contractor agrees to provide such services under and subject to the following terms and conditions:

1.0 Scope of Services:

- 1.1 Contractor shall provide forensic toxicology, criminalistics, and professional expert support services for the County of Delaware and as an independent contractor and not as a County employee for any purpose. Contractor will diligently and conscientiously devote their time and attention and best efforts to render services as indicated.
 - 1.1.1 Contractor shall conduct toxicological examinations on various types of biological specimens, including fluid and organ (solid) materials, as well as pills, syringes and other drug paraphernalia, when required.
 - 1.1.2 Contractor shall examine the specimens for therapeutic drugs, illicit drugs and other drugs of abuse and their metabolites, as well as metals and poisons. The results will report qualitatively as well as quantitatively, when indicated.
 - 1.1.3 Contractor shall conduct clinical profiles on body fluids such as vitreous humor, cerebrospinal fluid, urine and blood, when indicated.
 - 1.1.4 Contractor shall perform successful analysis of alternative or non-routine forensic toxicology specimens submitted to the lab as part of routine forensic toxicology investigations including decomposed, fixed, embalmed and fresh tissues, nails, bone, gastric contents, meconium, stool, bile and vitreous fluid.
 - 1.1.5 Contractor shall perform analysis of non-biological evidentiary items, including pills, powders, botanical material and related paraphernalia, submitted to test for the presence of controlled substances.
- 1.2 Contractor shall maintain accreditation by American Board of Forensic Toxicology (ABFT) for forensic toxicology analysis and ANAB-ASCLD-LAB International ISO 17025 in the disciplines of Drug Chemistry and Forensic Toxicology analysis.

- 1.3 Contractor shall maintain sample integrity of all specimens and maintain an internal chain of custody.
- 1.4 Analytical reports will be available online, toxicology reports will be signed by a forensic scientist certified by the American Board of Forensic Toxicology. The report will include a list of all positively identified and confirmed substances, quantitated as indicated.
- 1.4 Contractor will provide a representative to attend, if requested, an annual staff meeting for the Delaware County Office of District Attorney in order to:
 - 1.4.1 Provide expertise during discussions of the toxicological aspects of County cases.
 - 1.4.2 Provide County staff with the latest advances in toxicology.
 - 1.4.3 Keep the laboratory aware of the changing needs of the County.

2.0 Method of Payment:

- 2.1 County agrees to pay Contractor in accordance with (i) its 2024 Fee Schedule for the tests and other services set forth therein; (ii) Attachment A (through December 31, 2024) for the other Forensic Professional Service described thereon; and (iii) for any Forensic Professional Service not described in (i) or (ii), as approved in writing by the County prior to service.
- 2.2 Monthly payment for services acceptable to the County shall be due forty five (45) days from the date of County's receipt of the invoice.

3.0 Term and Termination:

- 3.1 This Agreement shall begin upon date of approval by the County Commissioners and shall terminate on December 31, 2024. The County reserves the right to extend the Agreement for three (3) additional one (1) year terms by written Amendment to the Agreement. County and Contractor agree that annual adjustments for renewals of this Agreement may be made during the additional year(s) not to exceed four (4) percent.
- 3.2 The County reserves the sole right to terminate this Agreement upon thirty (30) days' written notice to the Contractor. In the event of termination, County shall pay Contractor for work performed to the satisfaction of County up to the effective date of the termination.

4.0 **Notices:**

For County:

For Contractor:

Jeffrey E. Lange. Administrator
Delaware County Office of the Medical Examiner
340 North Middletown Road
(Fair Acres-Building 19)
Lima, PA 19037-0496

5.0 **Contract Modification and Amendment:**

5.1 Any alteration, variation, modifications or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an Amendment, which shall be attached to and become part of the Agreement.

6.0 **Hold Harmless:** It is understood that the Contractor is an independent Contractor in respect to its performance under this Agreement and shall assume all risks and responsibilities for losses of every description in connection with the service, which can be attributed either directly or indirectly to the Contractor. The Contractor agrees to indemnify, defend, and hold harmless the County, its agents and employees for or on account of any damages or loss, including the cost of litigation or legal counsel resulting directly or indirectly from the actions of the Contractor in fulfilling the terms of this Agreement.

7.0 **Sole Contractor:** Contractor agrees to be County's sole Contractor under this Agreement.

8.0 **Prohibition Against Assignment:** Contractor shall not assign, subcontract, or other transfer any portion of services covered by this Agreement without prior written consent of the County.

9.0 **Independent Contractor:** Contractor certifies that it is totally independent of any Business or Individual that will perform work for the County regarding this Agreement. Contractor will not receive any remuneration or commission of any kind from any such Business or Individual as a result of the Contractor's performance under this Agreement. Contractor, its employees and agents are Independent Contractors under this Agreement and are not deemed employees of the County in any manner whatsoever.

10.0 **Public Official and Employees Ethics Act:** Contractor certifies that to the best of its knowledge, no County official or employee has a vested interest, financial or otherwise in this Agreement. Contractor agrees to comply in all respects with the Public Official and

Employees Ethics Act (65 P.S. Section 1101 et seq.).

- 11.0 **Conflict of Interest:** Contractor will inform the County in writing immediately if any potential conflict of interest arises during the performance of the Agreement. Conflict of interest may constitute grounds for termination of any Agreement with the Contractor following notification by County to Contractor where same is not corrected by Contractor within the time period established by County in such notice.
- 12.0 **Immigration Reform and Control Act:** Responsibility under the Immigration Control and Reform Act of 1986 for verification of identity and employment eligibility in connection with Contractor's own agent/servants, workers and employees is assumed and continues to be assumed by the Contractor.
- 13.0 **Non-Discrimination:** Contractor expressly agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all other applicable Federal, State and/or Local Laws, ordinances, rules, regulations and orders prohibiting discrimination in hiring or employment opportunities. Compliance is not delegable to any union, training program or other source of recruitment which prevents the Contractor from meeting its obligations hereunder.
- 14.0 **Americans with Disabilities Act:** It shall be the sole responsibility of the Contractor to investigate the applicability of the Americans with Disabilities Act of 1990 and to comply with all respects of these provisions and any amendments thereto.
- 15.0 **Compliance with Law:** Contractor shall comply with all federal, state and local laws and regulations applicable to its performance.
- 16.0 **Confidentiality:** Contractor agrees that all information disclosed by the County to Contractor shall be held in confidence and used only in performance under this Agreement. Contractor shall exercise the same standard of care to protect such information as used to protect its own proprietary or trade secret information.
- 17.0 **Insurance:**
- 17.1 Contractor agrees, if it is a corporation or employer, to carry Workers' Compensation and Unemployment Compensation per statutory requirements. An original Certificate of insurance, showing Automobile Liability, Workers' Compensation, General Liability and Professional Liability insurance coverage (if applicable to the work) made out to the County of Delaware, will be submitted by Contractor to County along with this signed Agreement.
- 17.2 At a minimum, the Contractor must carry at least the following:
- Commercial General Liability:** Occurrence form (ISO CG 00 01 04 13 or equivalent). Each policy and Certificate of insurance shall contain an endorsement naming the

County of Delaware as an Additional Insured. If **Additional Insured language is not shown, Agreement will not be processed.**

\$2,000,000 Completed single body limit for bodily injury and property damage
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal/Advertising Injury
\$1,000,000 Each Occurrence
(Any restrictive endorsements must be included)

Workers' Compensation & Employer's Liability

PA Statutory Coverage
Employers Liability - 500/500/500

Automobile Liability (Business)

Covering "any" automobile used in connection with Agreement.
\$1,000,000 Combined Single Limit

Professional Errors and Omissions Liability

\$2,000,000 Each Occurrence
\$2,000,000 Aggregate

Any retroactive date shall be prior to the effective date of this Agreement.

Claims-made basis acceptable for *Professional Errors and Omissions*.

17.3 If coverage on the insurance policy is due to expire before the end of the Agreement period, it is the responsibility of the Contractor to provide an updated Certificate of Insurance to the County prior to the expiration date. If coverage should expire prior, the County reserves the right to withhold payment until updated Certificate of Insurance is provided.

17.4 If Professional Services are provided, Contractor shall include Professional Liability Insurance as a requirement of the Professional Errors and Omissions Liability.

17.5 Contractor shall accept full responsibility for the payment of premiums on all insurances as well as for social security taxes, income tax deductions, and any other taxes or payroll deductions required by law for its employees who are performing services under this Agreement.

17.6 Contractor shall immediately advise the County of any cancellation or change in insurance(s).

18.0 **Workers' Compensation Immunity/Act:** Contractor hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statuto1y employer, for any

claim brought by the County. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. @481(b)] of said act. Contractor accepts, in so far as the work covered by any such Agreement is concerned, the provisions of the Workers' Compensation Act and any reenactments, supplements and amendments thereto.

19.0 **Records Maintenance:** Contractor agrees to maintain records relating to the performance of the services hereunder as required by the County. Such records shall be open for inspection to the County and such agents of County as are designated during reasonable business hours.

20.0 **Ownership of Documents:** County shall be the owners of and entitled to possession of any test results, reports, software, computations, plans, correspondence or other pertinent data and information gathered by, developed, or computed by Contractor under this Agreement.

21.0 **Default/Resolution:**

21.1 If the Contractor or County defaults in its performance under the Terms and Conditions of this Agreement, the defaulting party shall be promptly notified in writing. If defaulting party fails to resolve a default within fourteen (14) days after notification or if the default requires more than fourteen (14) days to resolve and the defaulting party fails to begin resolution of the default within fourteen (14) days after notification, this Agreement will be terminated.

21.2 The County reserves the right to suspend, revise or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the Agreement.

22.0 **Laws of the Commonwealth:** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws. The Contractor has the responsibility and obligation to become aware of and comply with all applicable statutes, rules and regulations which affect this transaction in any regard. The exclusive venue for any action and/or proceeding concerning, arising from, and/or relating to the Agreement shall be the state and federal courts located, respectively, within the Commonwealth of Pennsylvania, Delaware County and/or the United States District Court for the Eastern District of Pennsylvania. Each party hereto waives any and all objections to the foregoing designated jurisdiction(s), including without limitation those that may be based on the theory of an inconvenient forum.

IN WITNESS WHEREOF, the parties have entered their duly authorized signatures below on the date first set forth above.

CONTRACTOR:

COUNTY OF DELAWARE:

Signature of Authorized Official

Chair, County Council

Typed Name & Title of Authorized Official

Attested: _____
County Clerk

Attachment A: Pricing Summary

NMS Labs is pleased to offer the Delaware County Office of the Medical Examiner the following analysis options and special pricing considerations for routine forensic laboratory testing services.

Other Services

Sample Storage

- Delaware County Office of the Medical Examiner's biological samples for toxicology will be stored at NMS Labs for six (6) months
- Delaware County Office of the Medical Examiner's non-biological samples and forensic biology samples (Drug Identification and DNA) will be stored at NMS Labs Crime Laboratory, until samples are picked up by the submitting law enforcement agency
- Alternative storage for individual cases is available upon request

Sample Return

There is no charge for the requested return of samples to Delaware County Office of the Medical Examiner. As a courtesy, upon request of the client, NMS Labs will forward samples to another laboratory under chain of custody for a nominal handling fee.

All other testing performed will be invoiced at fees referenced in the NMS Labs prevailing LIST Fee Schedule. New testing services that may be introduced by NMS Labs after the effective date of this agreement will be invoiced at the list price of the test in effect on the date the analysis is requested.

Delaware County Office of the Medical Examiner

Expert Services Analytical Support
(In support of analytical laboratory services performed by NMS Labs)

Effective January 1, 2024

Professional Expert Services Support

- Toxicologist or Certifying Scientist - (case review, case preparation, deposition, trial, testimony*)
\$300/hour
- Senior Toxicologist -{case review, case preparation, deposition, trial, testimony*)
\$350/hour
- Administrative staff or lab analyst - deposition, testimony*
\$175/hour

**Testimony refers to in court or remotely. NMS Labs offers full video testimony capabilities to meet our client's needs*

- Cancellation Fee - if less than 48 hours' notice is received Scheduled Expert Rate - 1 hour

Due to NMS Labs close proximity to the Delaware County Courthouse, "On Call" arrangements may be considered for certain cases after subpoena is received

Other Services

- Litigation Packet Preparation
\$75/hour
\$250 minimum fee applies
- File Preparation
\$75/hour
Additional fees may apply for supplies utilized for file preparation

Other

- All fees are calculated on an hourly basis -one hour minimum applies
- Client is not responsible for travel time or travel-related expenses

COUNTY OF DELAWARE
Agreement for Professional Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2024
and between the County of Delaware (hereinafter referred to as "County") and NMS Labs, 200
Welsh Road, Horsham PA 19044 (hereinafter referred to as "Contractor").

WITNESS

County proposes to use forensic toxicology criminalistics, criminalistics, and professional expert services support from Contractor and Contractor agrees to provide such services under and subject to the following terms and conditions:

1.0 Scope of Services:

- 1.1 Contractor shall provide forensic toxicology, criminalistics, and professional expert support services for the County of Delaware and as an independent contractor and not as a County employee for any purpose. Contractor will diligently and conscientiously devote their time and attention and best efforts to render services as indicated.
 - 1.1.1 Contractor shall conduct toxicological examinations on various types of biological specimens, including fluid and organ (solid) materials, as well as pills, syringes and other drug paraphernalia, when required.
 - 1.1.2 Contractor shall examine the specimens for therapeutic drugs, illicit drugs and other drugs of abuse and their metabolites, as well as metals and poisons. The results will report qualitatively as well as quantitatively, when indicated.
 - 1.1.3 Contractor shall conduct clinical profiles on body fluids such as vitreous humor, cerebrospinal fluid, urine and blood, when indicated.
 - 1.1.4 Contractor shall perform successful analysis of alternative or non-routine forensic toxicology specimens submitted to the lab as part of routine forensic toxicology investigations including decomposed, fixed, embalmed and fresh tissues, nails, bone, gastric contents, meconium, stool, bile and vitreous fluid.
 - 1.1.5 Contractor shall perform analysis of non-biological evidentiary items, including pills, powders, botanical material and related paraphernalia, submitted to test for the presence of controlled substances.
- 1.2 Contractor shall maintain accreditation by American Board of Forensic Toxicology (ABFT) for forensic toxicology analysis and ANAB-ASCLD-LAB International ISO 17025 in the disciplines of Drug Chemistry and Forensic Toxicology analysis.

- 1.3 Contractor shall maintain sample integrity of all specimens and maintain an internal chain of custody.
- 1.4 Analytical reports will be available online, toxicology reports will be signed by a forensic scientist certified by the American Board of Forensic Toxicology. The report will include a list of all positively identified and confirmed substances, quantitated as indicated.
- 1.4 Contractor will provide a representative to attend, if requested, an annual staff meeting for the Delaware County Office of District Attorney in order to:
 - 1.4.1 Provide expertise during discussions of the toxicological aspects of County cases.
 - 1.4.2 Provide County staff with the latest advances in toxicology.
 - 1.4.3 Keep the laboratory aware of the changing needs of the County.

2.0 Method of Payment:

- 2.1 County agrees to pay Contractor in accordance with (i) its 2024 Fee Schedule for the tests and other services set forth therein; (ii) Attachment A (through December 31, 2024) for the other Forensic Professional Service described thereon; and (iii) for any Forensic Professional Service not described in (i) or (ii), as approved in writing by the County prior to service.
- 2.2 Monthly payment for services acceptable to the County shall be due forty five (45) days from the date of County's receipt of the invoice.

3.0 Term and Termination:

- 3.1 This Agreement shall begin upon date of approval by the County Commissioners and shall terminate on December 31, 2024. The County reserves the right to extend the Agreement for three (3) additional one (1) year terms by written Amendment to the Agreement. County and Contractor agree that annual adjustments for renewals of this Agreement may be made during the additional year(s) not to exceed four (4) percent.
- 3.2 The County reserves the sole right to terminate this Agreement upon thirty (30) days' written notice to the Contractor. In the event of termination, County shall pay Contractor for work performed to the satisfaction of County up to the effective date of the termination.

4.0 **Notices:**

For County:

For Contractor:

Jeffrey E. Lange. Administrator
Delaware County Office of the Medical Examiner
340 North Middletown Road
(Fair Acres-Building 19)
Lima, PA 19037-0496

5.0 **Contract Modification and Amendment:**

5.1 Any alteration, variation, modifications or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an Amendment, which shall be attached to and become part of the Agreement.

6.0 **Hold Harmless:** It is understood that the Contractor is an independent Contractor in respect to its performance under this Agreement and shall assume all risks and responsibilities for losses of every description in connection with the service, which can be attributed either directly or indirectly to the Contractor. The Contractor agrees to indemnify, defend, and hold harmless the County, its agents and employees for or on account of any damages or loss, including the cost of litigation or legal counsel resulting directly or indirectly from the actions of the Contractor in fulfilling the terms of this Agreement.

7.0 **Sole Contractor:** Contractor agrees to be County's sole Contractor under this Agreement.

8.0 **Prohibition Against Assignment:** Contractor shall not assign, subcontract, or other transfer any portion of services covered by this Agreement without prior written consent of the County.

9.0 **Independent Contractor:** Contractor certifies that it is totally independent of any Business or Individual that will perform work for the County regarding this Agreement. Contractor will not receive any remuneration or commission of any kind from any such Business or Individual as a result of the Contractor's performance under this Agreement. Contractor, its employees and agents are Independent Contractors under this Agreement and are not deemed employees of the County in any manner whatsoever.

10.0 **Public Official and Employees Ethics Act:** Contractor certifies that to the best of its knowledge, no County official or employee has a vested interest, financial or otherwise in this Agreement. Contractor agrees to comply in all respects with the Public Official and

Employees Ethics Act (65 P.S. Section 1101 et seq.).

- 11.0 **Conflict of Interest:** Contractor will inform the County in writing immediately if any potential conflict of interest arises during the performance of the Agreement. Conflict of interest may constitute grounds for termination of any Agreement with the Contractor following notification by County to Contractor where same is not corrected by Contractor within the time period established by County in such notice.
- 12.0 **Immigration Reform and Control Act:** Responsibility under the Immigration Control and Reform Act of 1986 for verification of identity and employment eligibility in connection with Contractor's own agent/servants, workers and employees is assumed and continues to be assumed by the Contractor.
- 13.0 **Non-Discrimination:** Contractor expressly agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all other applicable Federal, State and/or Local Laws, ordinances, rules, regulations and orders prohibiting discrimination in hiring or employment opportunities. Compliance is not delegable to any union, training program or other source of recruitment which prevents the Contractor from meeting its obligations hereunder.
- 14.0 **Americans with Disabilities Act:** It shall be the sole responsibility of the Contractor to investigate the applicability of the Americans with Disabilities Act of 1990 and to comply with all respects of these provisions and any amendments thereto.
- 15.0 **Compliance with Law:** Contractor shall comply with all federal, state and local laws and regulations applicable to its performance.
- 16.0 **Confidentiality:** Contractor agrees that all information disclosed by the County to Contractor shall be held in confidence and used only in performance under this Agreement. Contractor shall exercise the same standard of care to protect such information as used to protect its own proprietary or trade secret information.
- 17.0 **Insurance:**
- 17.1 Contractor agrees, if it is a corporation or employer, to carry Workers' Compensation and Unemployment Compensation per statutory requirements. An original Certificate of insurance, showing Automobile Liability, Workers' Compensation, General Liability and Professional Liability insurance coverage (if applicable to the work) made out to the County of Delaware, will be submitted by Contractor to County along with this signed Agreement.
- 17.2 At a minimum, the Contractor must carry at least the following:
- Commercial General Liability:** Occurrence form (ISO CG 00 01 04 13 or equivalent). Each policy and Certificate of insurance shall contain an endorsement naming the

County of Delaware as an Additional Insured. If **Additional Insured language is not shown, Agreement will not be processed.**

\$2,000,000 Completed single body limit for bodily injury and property damage
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal/Advertising Injury
\$1,000,000 Each Occurrence
(Any restrictive endorsements must be included)

Workers' Compensation & Employer's Liability

PA Statutory Coverage
Employers Liability - 500/500/500

Automobile Liability (Business)

Covering "any" automobile used in connection with Agreement.
\$1,000,000 Combined Single Limit

Professional Errors and Omissions Liability

\$2,000,000 Each Occurrence
\$2,000,000 Aggregate

Any retroactive date shall be prior to the effective date of this Agreement.

Claims-made basis acceptable for *Professional Errors and Omissions*.

17.3 If coverage on the insurance policy is due to expire before the end of the Agreement period, it is the responsibility of the Contractor to provide an updated Certificate of Insurance to the County prior to the expiration date. If coverage should expire prior, the County reserves the right to withhold payment until updated Certificate of Insurance is provided.

17.4 If Professional Services are provided, Contractor shall include Professional Liability Insurance as a requirement of the Professional Errors and Omissions Liability.

17.5 Contractor shall accept full responsibility for the payment of premiums on all insurances as well as for social security taxes, income tax deductions, and any other taxes or payroll deductions required by law for its employees who are performing services under this Agreement.

17.6 Contractor shall immediately advise the County of any cancellation or change in insurance(s).

18.0 **Workers' Compensation Immunity/Act:** Contractor hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statuto1y employer, for any

claim brought by the County. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. @481(b)] of said act. Contractor accepts, in so far as the work covered by any such Agreement is concerned, the provisions of the Workers' Compensation Act and any reenactments, supplements and amendments thereto.

19.0 **Records Maintenance:** Contractor agrees to maintain records relating to the performance of the services hereunder as required by the County. Such records shall be open for inspection to the County and such agents of County as are designated during reasonable business hours.

20.0 **Ownership of Documents:** County shall be the owners of and entitled to possession of any test results, reports, software, computations, plans, correspondence or other pertinent data and information gathered by, developed, or computed by Contractor under this Agreement.

21.0 **Default/Resolution:**

21.1 If the Contractor or County defaults in its performance under the Terms and Conditions of this Agreement, the defaulting party shall be promptly notified in writing. If defaulting party fails to resolve a default within fourteen (14) days after notification or if the default requires more than fourteen (14) days to resolve and the defaulting party fails to begin resolution of the default within fourteen (14) days after notification, this Agreement will be terminated.

21.2 The County reserves the right to suspend, revise or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the Agreement.

22.0 **Laws of the Commonwealth:** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws. The Contractor has the responsibility and obligation to become aware of and comply with all applicable statutes, rules and regulations which affect this transaction in any regard. The exclusive venue for any action and/or proceeding concerning, arising from, and/or relating to the Agreement shall be the state and federal courts located, respectively, within the Commonwealth of Pennsylvania, Delaware County and/or the United States District Court for the Eastern District of Pennsylvania. Each party hereto waives any and all objections to the foregoing designated jurisdiction(s), including without limitation those that may be based on the theory of an inconvenient forum.

IN WITNESS WHEREOF, the parties have entered their duly authorized signatures below on the date first set forth above.

CONTRACTOR:

COUNTY OF DELAWARE:

Signature of Authorized Official

Chair, County Council

Typed Name & Title of Authorized Official

Attested: _____
County Clerk

Attachment A: Pricing Summary

NMS Labs is pleased to offer the Delaware County Office of the Medical Examiner the following analysis options and special pricing considerations for routine forensic laboratory testing services.

Other Services

Sample Storage

- Delaware County Office of the Medical Examiner's biological samples for toxicology will be stored at NMS Labs for six (6) months
- Delaware County Office of the Medical Examiner's non-biological samples and forensic biology samples (Drug Identification and DNA) will be stored at NMS Labs Crime Laboratory, until samples are picked up by the submitting law enforcement agency
- Alternative storage for individual cases is available upon request

Sample Return

There is no charge for the requested return of samples to Delaware County Office of the Medical Examiner. As a courtesy, upon request of the client, NMS Labs will forward samples to another laboratory under chain of custody for a nominal handling fee.

All other testing performed will be invoiced at fees referenced in the NMS Labs prevailing LIST Fee Schedule. New testing services that may be introduced by NMS Labs after the effective date of this agreement will be invoiced at the list price of the test in effect on the date the analysis is requested.

Delaware County Office of the Medical Examiner

Expert Services Analytical Support
(In support of analytical laboratory services performed by NMS Labs)

Effective January 1, 2024

Professional Expert Services Support

- Toxicologist or Certifying Scientist - (case review, case preparation, deposition, trial, testimony*)
\$300/hour
- Senior Toxicologist -{case review, case preparation, deposition, trial, testimony*)
\$350/hour
- Administrative staff or lab analyst - deposition, testimony*
\$175/hour

**Testimony refers to in court or remotely. NMS Labs offers full video testimony capabilities to meet our client's needs*

- Cancellation Fee - if less than 48 hours' notice is received Scheduled Expert Rate - 1 hour

Due to NMS Labs close proximity to the Delaware County Courthouse, "On Call" arrangements may be considered for certain cases after subpoena is received

Other Services

- Litigation Packet Preparation
\$75/hour
\$250 minimum fee applies
- File Preparation
\$75/hour
Additional fees may apply for supplies utilized for file preparation

Other

- All fees are calculated on an hourly basis -one hour minimum applies
- Client is not responsible for travel time or travel-related expenses



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Laura DeMutis, CID

ITEM TYPE: Purchase

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval to use ICAC grant funds to pay for a Cellebrite Advanced Smartphone Analysis training in the amount of \$157,500.00.

EXPENSE BUDGET LINE ITEM ACCOUNT: 2623-2938

ESTIMATED/ACTUAL COST OF REQUEST: 157,500.00

FUNDING SOURCE: Grant

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[Cellebrite Sole Source Justification.pdf](#)
[Cellebrite Course Quote.pdf](#)



CENTRAL PURCHASING
COUNTY OF DELAWARE PENNSYLVANIA

SINGLE/SOLE SOURCE/PROPRIETARY PURCHASE
JUSTIFICATION FORM

LISA L. JACKSON, Q.P.A.
Central Purchasing Director

Telephone: (610) 891-1127
Fax: (610) 366-8565

This document is to be completed and retained as supporting documentation for all sole source purchases over \$1,000. Complete all applicable sections below and attach completed form to the purchase requisition. Please direct any questions about this form to Central Purchasing.

INDICATE WHICH TYPE OF PURCHASE IS REQUESTED

<input type="checkbox"/> PROPRIETARY	Specified product(s) or service(s) has no other suitable or acceptable alternatives to meet the need but has more than one bidder due to being available through more than one vendor. E.g., brand-specific parts for equipment available through multiple authorized dealers and software that a software publisher makes available to the public through several retailers.
LIST OTHER PROVIDERS/DISTRIBUTORS	_____
<input checked="" type="checkbox"/> SOLE SOURCE <u>REQUIRED!</u>	The particular item or service is available from only one supplier, manufacturer, publisher, service provider, and is unique in that no other will be suitable or acceptable to meet the need. ATTACH A SIGNED LETTERHEAD QUOTATION AND DECLARATION OF SOLE SOURCE FROM CORPORATE MARKETING (NOT SALES REPRESENTATIVE) STATING PRODUCT OR SERVICE IS NOT SOLD THROUGH DISTRIBUTORS
<input type="checkbox"/> SINGLE SOURCE <u>REQUIRED!</u>	Specified product(s) or service(s) is available from multiple suppliers, manufacturers, publishers, or service providers, but selected vendor was selected due through: <input type="checkbox"/> BID/RFP <input type="checkbox"/> REQUEST FOR QUOTE CONTRACT NO# _____ END DATE: _____

DATE: 8/1/2023

USING DEPARTMENT: CID/ICAG

VENDOR NAME: Cellebrite

CONTACT: Laura DeMulle

PURCHASE DESCRIPTION:

Cellebrite forensic extraction UFED

WILL THE VENDOR BE REQUIRED FOR INSTALL? YES NO NOT APPLICABLE

CHECK THE APPLICABLE BOX

- ONE-OF-A-KIND The commodity or service has no compatible product alternatives available on the market.
- COMPATIBILITY The commodity or service must match existing brand of equipment for compatibility.
- MAINTAINABILITY The commodity is a replacement part for a specific brand of existing equipment.
- UNIQUE DESIGN The commodity or service must meet physical design or quality requirements.
- STANDARDIZATION The commodity or service must comply with established County standards.
- OTHER
(PLEASE DESCRIBE) _____

SOURCE SELECTION DETAILS: (Briefly describe how this purchase meets the above criteria.)
Celebrite is the sole developer and manufacturer of the UFED Forensic System.

LIST THE SPECIFIC FEATURES, PERFORMANCE SPECIFICATIONS, OR PARAMETERS THAT MAKE THIS PRODUCT OR SERVICE UNIQUE OR PROPRIETARY AND INDICATE WHY THESE UNIQUE FEATURES ARE INDISPENSIBLE TO THE COUNTY:
Sole developer and manufacturer . The exclusive provider of mobile synchronization systems.

EXAMPLES OF NON-COMPLIANT SOLE SOURCE/PROPRIETARY PURCHASES

- "Our professionals have identified [vendor's product] as the most durable, safe, and efficient system of its kind."
- "[The vendor] has claimed the technology is proprietary and we agree."
- "[Vendor] is the exclusive patent holder of us patents [x, y, and z]. No other manufacturer can legally produce [the product] with the same properties."
- "Our agency has performed research [on these products]. The manufacturer can provide [range of products] that will enable the county to [meet our statutory requirement]."
- This vendor is our incumbent and only their products will work with the equipment we already have.
- "Our staff tested [these products] against others, and only [the identified products] that passed our rigorous qualification process were placed on the agency's approved products list. We can only buy products on our approved products therefore, these products are proprietary."
- "The [brand] furniture purchased will be used to provide a comfortable and aesthetically pleasing work environment for employees' working in the office so they may provide county residents frequenting the building excellent customer service in a welcoming atmosphere."

PREPARER ATTESTS THAT BY SUBMITTING THIS JUSTIFICATION FOR SOLE SOURCE/PROPRIETARY PURCHASE JUSTIFICATION FORM, THE PREPARER IS NOT AWARE OF ANY CONFLICT OF INTEREST BETWEEN THE PREPARER OR ANY OTHER STAFF MEMBER OF THE REQUESTING DEPARTMENT AND THE PROPRIETARY PURCHASE VENDOR. A CONFLICT OF INTEREST WOULD INCLUDE BUT IS NOT LIMITED TO: A STAFF MEMBER HAVING A FINANCIAL OR MANAGERIAL INTEREST IN THE VENDOR'S COMPANY, A RELATIVE BY BLOOD OR MARRIAGE OF THE STAFF MEMBER, A STAFF MEMBER HAVING FINANCIAL OR MANAGERIAL INTEREST IN THE VENDOR'S COMPANY, RECEIPT BY ANY STAFF MEMBER HAVING OF ANY ECONOMIC OPPORTUNITY, FUTURE EMPLOYMENT, GIFT, LOAN, GRATUITY, SPECIAL DISCOUNT, OR TRIP FROM THE VENDOR.

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE

PRINT NAME: James Nolan
(DEPARTMENT HEAD)

SIGNED: [Signature]
(DEPARTMENT HEAD)

DATE: 6/6/23

SIGNED: [Signature]
(CENTRAL PURCHASING DIRECTOR)

DATE: 6/6/23



Universal Forensic Products

7 Campus Dr, Suite 210
Parsippany, NJ 07054
Tel: 201-848-1804
Fax: 201-848-9982

Date 5-15-2015

To Whom It May Concern:

This letter identifies Cellebrite USA, Corporation as the sole developer and manufacture of the UFED Forensic System. Cellebrite USA Corporation was established in 1999. Cellebrite Inc. is incorporated in state of Delaware and our U.S. & Canadian operations are based in Parsippany, NJ.

With over 55 carriers in the U.S. and over 100 worldwide we are the exclusive provider of mobile synchronization systems for Verizon Wireless, AT&T, Sprint/Nextel, T-Mobile, Metro PCS, Western Wireless, US Cellular, Cricket Communications as well as thousands of privately held cellular retailers.

The Cellebrite UFED System is the only hand-held, cellular exploitation device worldwide that requires no associated phone drivers. The UFED system will quickly extract phonebook, pictures, videos, SMS messages, calls histories, ESN/IMEI information, and deleted SMS/call histories off the SIM/USIM for rapid analysis. Cellebrite supports all the major technologies (TDMA, CDMA, GSM, IDEN) including, Smartphone operating systems and PDAs (Apple iPhone, Blackberry, Google Android, Microsoft Mobile, Palm and Symbian) for over 95% of all handset models worldwide.

Cellebrite's competitive advantage is its extraction speed, intuitive user interface that is operable with little to no training. With our exclusive nationwide carrier agreements we are receiving pre-production handsets and source codes from the cell phone manufacturers 6 months prior to retail launch which is a major advantage for research and development.

With over 250,000 units sold worldwide and hundreds of thousands of end-users, our products have been deployed reliably and effectively throughout the world for both commercial data synchronization and forensic data analysis. Our forensic customers include the Department of Defense, Federal Government, Intelligence Organizations, Military, and Law Enforcement Divisions.

Please feel free to contact us with any questions.

Regards,

Cellebrite Inc.

Tax ID: 22-3770059 • DUNS: 093095568 • CAGE: 4C9Q7
Small Business • ORCA Registration Complete

Cellebrite Inc.
 8065 Leesburg Pike,
 Suite T3-302
 Vienna, VA 22182
 USA



Digital Intelligence
 for a safer world

Tel. +1 800 942 3415
 Fax. +1 201 848 9982
 Tax ID#: 22-3770059
 DUNS: 033095568
 CAGE: 4C9Q7
 Company Website:
<http://www.cellebrite.com>

Quote

Quote# Q-376488-1
 Date: Feb 27, 2024

Billing Information

Delaware County District Attorney's Office
 201 W. Front Street
 Media, Pennsylvania 19063
 United States

Delivery Information

Delaware County District Attorney's Office
 201 W. Front Street
 Media, PA 19063
 United States

Wire To:

Bank Routing Number: 021000021
 Account Number: 761020590
 Account Name: Cellebrite Inc.

Contact: Kenneth Bellis
 Phone: 16108914717

Contact: Kenneth Bellis
 Phone: 16108914717

Check Remittance (Only for NA):

Cellebrite inc. ,
 PO BOX 23551
 New York, NY, 10087-3551

End Customer: Delaware County District Attorney's Office

Click [here](#) to process with Credit Card payment

By clicking the link above and accepting this quote,

You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00078396	Mar 28, 2024	Net 30	USD	Chris Davis

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price
U-TRN-03-050	In-Person/Virtual (CASA) - Cellebrite Advanced Smartphone Analysis (5 days)	35				4,500.00	157,500.00

SubTotal	USD 157,500.00
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 157,500.00

Comments:

CASA In-Person for 40 Students (35 + 5 Free Seats), Apr. 22-26, 2024
 Students TBD

Terms and Conditions:

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.

- Quote is subject to regulatory approval.

- Freight Terms: FCA (NJ)

- Limited Warranty: Hardware:12 Months; Software:60 days; Touch Screen:30 days

- General: The following terms shall apply to any product at <http://legal.cellebrite.com/us/index.html>

- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>

- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at <https://legal.cellebrite.com/CB-us-us/index.html>

- Premium: The following terms shall apply only to Cellebrite Premium at <http://legal.cellebrite.com/intl/PremiumUS.htm>

- Pathfinder: The following terms apply to Cellebrite Pathfinder at <https://legal.cellebrite.com/PF-Addendum.htm>

- Training Services: The following terms apply to Cellebrite Training Services at <http://legal.cellebrite.com/intl/Training.htm>

- SaaS: The following terms apply to Cellebrite SaaS Services at <https://legal.cellebrite.com/SaaS.htm>

- Endpoint Mobile: The following terms apply to Cellebrite Endpoint Mobile at <https://legal.cellebrite.com/Endpoint-Mobile-Now.htm>

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

Please indicate the invoice number when remitting payment

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO

- CONTACT NAME & NUMBER of individual purchasing and bill to address

- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above , and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: Delaware County District Attorney's Office

Signature: _____

Effective Date: _____

Name (Print): _____

Title: _____

Please sign and email to Christa Collis at christa.collis@cellebrite.com



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Jim Allen, Voting Machines

ITEM TYPE: Purchase

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of cost increase in the contract with Hughes Relocation Services for the moving of voting equipment and related supplies between the Voting Machine Warehouse and polling places for the April 2024 Primary and November 2024 General Election in the amount of \$106,425. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 2624-0117-630000 & 0208-630000

ESTIMATED/ACTUAL COST OF REQUEST: \$106,425

FUNDING SOURCE: County Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Philip Welsh, OHCD

ITEM TYPE: Amendment

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of amendment and grant of authority to advertise the following 2023 Community Development Action Plan amendment as it relates to the CDBG Program. Allocate \$165,000 to Murphy's Giving Market for the purchase of a building operating as a food pantry, located at 7408-7412 West Chester Pike, Upper Darby. Subject to a 30-day comment period and Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 8024 7190 630026

ESTIMATED/ACTUAL COST OF REQUEST: \$165,000

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: Murphy's Giving Market originally requested \$300,000 as a 2024 CDBG request. Murphy's was notified of the opportunity to secure \$100,000 from Senator Kearney's office and requested to pursue a smaller request to expedite the acquisition as the pursue the \$35,000 gap.

ATTACHMENTS:

**Murphy's Giving Market
(A Pennsylvania Nonprofit Corporation)**

UNANIMOUS WRITTEN CONSENT OF DIRECTORS

The undersigned, being all of the members of the board of directors (the "Board") of Murphy's Giving Market, a Pennsylvania nonprofit corporation (the "Corporation"), acting pursuant to Section 5727(b) of the Pennsylvania Nonprofit Corporation Law of 1988, as amended, and in accordance with the Bylaws of the Corporation (the "Bylaws"), do hereby unanimously consent to the adoption of the following resolutions without a meeting, to be effective as if duly taken and adopted at a duly called and legally held meeting of the Board:

RESOLVED, that the Corporation is directed and empowered to apply to the appropriate department or agency of Delaware County, Pennsylvania for a grant issued under the CDBG Program in the amount of \$300,000 in order to fund the Corporation's prospective purchase of its own building from which to operate the Corporation's food pantry and other charitable activities, which proposal is described in more detail in Exhibit A attached hereto (the "**Building Acquisition Proposal**");

RESOLVED, that the Corporation is further directed and empowered to apply to the appropriate department or agency of Delaware County, Pennsylvania for a grant issued under the Community Development Block Grant Program ("**CDBG Program**") in the amount of \$100,000 in order to fund an expansion of the Corporation's food pantry programs by adding an additional day on Saturday, which proposal is described in more detail in Exhibit B attached hereto (the "**Saturday Expansion Proposal**");

RESOLVED, that the Board has identified that with respect to the requests under the CDBG Program, the Building Acquisition Proposal is the priority request and the Saturday Expansion Proposal is the alternate request;

RESOLVED, that the officers of the corporation (unless a specific officer of the Corporation is otherwise designated in these Bylaws or other action by the Board) be, and each of them hereby is, authorized and empowered in the name and on behalf of the Corporation to take all further actions, execute, deliver and file all further agreements, certificates, instruments and documents, pay or cause to be paid all expenses and to take all such other actions as such officer shall deem necessary, desirable, advisable, or appropriate to carry out the full intent and purposes of the foregoing resolutions, with the taking of such actions being conclusive evidence of such officer's approval thereof; and

RESOLVED, that the Secretary of the Corporation be, and hereby is, authorized in the name and on behalf of the Corporation, to file this consent in the records of the Corporation, and to certify any more formal or detailed resolutions as such officer may deem necessary, desirable, advisable, or appropriate to carry out the full intent and purposes of the foregoing resolutions.

[signatures on the following page]

IN WITNESS WHEREOF, the directors of the Corporation have executed this written consent, effective as of the date of the last signature hereof.

Desiree LaMarr-Murphy
Desiree LaMarr-Murphy (Dec 29, 2023 21:46 EST)
Desiree LaMarr-Murphy

Dec 29, 2023
Date

J Sullivan
Jennifer Sullivan (Dec 30, 2023 18:58 EST)
Jennifer Boyle Sullivan

Dec 30, 2023
Date

Michael Atwell
Michael Atwell (Jan 3, 2024 19:09 EST)
Mike Atwell

Jan 3, 2024
Date

Guy T. Dunn
Guy T. Dunn (Jan 2, 2024 09:53 EST)
Guy Dunn

Jan 2, 2024
Date

Ray Baraldi
Ray Baraldi (Dec 30, 2023 13:43 EST)
Ray Baraldi

Dec 30, 2023
Date

Ed Brown
Ed Brown (Jan 3, 2024 22:06 EST)
Edward Brown

Jan 3, 2024
Date

Len DiPaul
Len DiPaul (Dec 31, 2023 15:34 EST)
Len DiPaul

Dec 31, 2023
Date

Scott Goldstein
Scott Goldstein

Dec 29, 2023
Date

Rashida Ximenes
Rashida Ximenes (Dec 29, 2023 15:50 EST)
Rashida Ximenes

Dec 29, 2023
Date

Bruce Flamm
Bruce Flamm (Dec 29, 2023 15:14 EST)
Bruce Flamm

Dec 29, 2023
Date



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: John Becht, Information Technology

ITEM TYPE: Purchase

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of Data Center UPS Maintenance Service & Replacement of Internal Parts in the amount of \$63,216.18.

EXPENSE BUDGET LINE ITEM ACCOUNT: 641000

ESTIMATED/ACTUAL COST OF REQUEST: \$63,216.18

FUNDING SOURCE: County Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: Our UPS in the Data Center is 10+ years old. Along with yearly Maintenance, after 10+ years the Internal Parts need to be updated/replaced.

ATTACHMENTS:
[MainUPS 1_29 Quote_Q00BT9V9 \(1\).pdf](#)

QUOTATION

Date: 01/29/2024
Quote #: Q00BT9V9
Customer: 331329

Anixter Inc. (a WESCO Company)
 Send Purchase Orders to Anixter Inc.
 2301 Patriot Blvd. Glenview, IL 60026

Customer

COUNTY OF DELAWARE COURTHOUSE
 201 WEST FRONT STREET
 MEDIA, PA 19063
 JOHN BECHT
 Phone: 610-891-4426
 Fax: --
 Email: BechtJ@co.delaware.pa.us

1/29/2024 - Main UPS Replacement Parts and Batteries Quote

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
1	1	Non-Stock AMER PWR WMBRS9-MB-T9B4 MODULAR BATTERY REPLACEMENT SERVICE 9 X SYBT9-B4 -- Government Contract #: Costars - 003	EA	28050.64	28,050.64
2	1	Non-Stock AMER PWR WMBRS1-MB-T9B4 MODULAR BATTERY REPLACEMENT SERVICE 1 X SYBT9-B4 -- Government Contract #: Costars - 003	EA	4332.32	4,332.32
3	1	Non-Stock AMER PWR WUPGMBRS7X24-MB-00 SCHEDULING UPGRADE TO 7X24 FORMBRS -- Government Contract #: Costars - 003	EA	567.61	567.61
4	1	Non-Stock AMER PWR WMPRS5-MP2-105 MODULAR POWER REVITALIZATION SERVICE 5 X SYPM10KF2, FOR SYMMETRA PX2 100KVA Government Contract #: Costars - 003	EA	26068.84	26,068.84
5	1	Non-Stock AMER PWR WMPRSXR9-MP2-02 MODULAR POWER REVITALIZATION SRVC FOR (1) PX100- 160/SYCFXR9-- Government Contract #: Costars - 003	EA	1768.65	1,768.65
6	1	Non-Stock AMER PWR WUPGMPRS7X24-MP-00 SCHEDULING UPGRADE TO 7X24 FORMPRS -- Government Contract #: Costars - 003	EA	996.96	996.96

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon terms from such products being available for delivery or pick-up

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.ANIXTER.COM/TERMSANDCONDITIONS ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

QUOTATION

Date: 01/29/2024
Quote #: Q00BT9V9
Customer: 331329

Anixter Inc. (a WESCO Company)
 Send Purchase Orders to Anixter Inc.
 2301 Patriot Blvd. Glenview, IL 60026

1/29/2024 - Main UPS Replacement Parts and Batteries Quote

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
7	1	376508 AMER PWR WUPG4HR-UG-02 ANNUAL ON-SITE SERVICE AGREEM 41-150KVA 4 HOUR RESPONSE Government Contract #: Costars - 003	EA	1431.16	1,431.16

Quote Total: 63,216.18

TERMS: NET30
Freight Terms: PPD/CHARGE
Shipment: MATERIAL IN ANIXTER INVENTORY IS SUBJECT TO PRIOR SALE
Notes: ORDER ACCEPTANCE BASED UPON PRIOR CREDIT APPROVAL
 ALL MATERIAL NON-RETURNABLE WITHOUT RETURN AUTHORIZATION
Currency: USD

Please refer all inquiries to:

Michael Harner
 Phone: 610-627-5226
 Mobile: 856-278-6976
 Fax: 610.627.3927
 michael.harner@anixter.com

1400 N. Providence Road
 Suite 410
 MEDIA, PA 19063
 US

Comments:

****QUOTE VALID FOR 20 DAYS FROM DATE OF ISSUE****

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon terms from such products being available for delivery or pick-up

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.ANIXTER.COM/TERMSANDCONDITIONS ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: John Becht, Information Technology

ITEM TYPE: Purchase

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval to purchase service with Planet Technologies for setup/configure & training for Microsoft Intune in the amount of \$32,550.00 off of CoStars Contract No.213356.

EXPENSE BUDGET LINE ITEM ACCOUNT: 627000

ESTIMATED/ACTUAL COST OF REQUEST: \$32,550.00

FUNDING SOURCE: County Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: Microsoft Intune will help us track and monitor County Cell Phones and Laptops more efficiently as well as give us better control over what can and cannot be installed on Mobile Devices

ATTACHMENTS:
[DELCO Intune Setup and AutoPilot Demo Standard \(002\).docx](#)



DELCO Intune Setup and AutoPilot Demo

Statement of Work

Prepared for Delaware County Pennsylvania (Delco)

Date: 01/10/2024

Shane Curtis

Principal Cloud Architect -
Endpoint Technologies

scurtis@go-planet.com

Steve Winter

Executive Vice President
for Sales Strategy and
Delivery

swinter@go-planet.com

Planet Technologies, Inc.

Ph (301) 721-0100

Fx (301) 721-0189

www.go-planet.com

All information contained in this document is Planet Technologies, Inc. proprietary and is limited to distribution between Planet Technologies, Inc., and Delaware County Pennsylvania (Delco).
This proposal is valid 60 days from the date shown above.

Table of Contents

Executive Summary	3
Scope of Work.....	4
Project Deliverables.....	6
Project Governance.....	7
Pricing.....	9
About Planet Technologies	10
Operational Assumptions	15
Terms and Conditions	16
Signatures	20

Executive Summary

Delaware County (Delco or "Customer") manages a large fleet of devices in their environment, a combination of Windows, Android, and iOS platforms. They currently use Microsoft Endpoint Configuration Manager (aka System Center Configuration Manager or SCCM) to manage their Windows 10 devices. They do not have an enterprise management tool for Android or iOS devices.

Delco is looking for a greater degree of device management, especially for the Android and iOS devices. They are also interested in seeing a demonstration of Windows Autopilot (cloud-join only) as a comparison to their current Windows imaging process with SCCM OS deployment task sequences. Delco is chiefly interested in managing County-owned devices currently.

Planet Technologies proposes this statement of work to do a pilot deployment of Intune for management of County-owned Windows 10, Android, and iOS devices. Co-management between SCCM and Intune will be configured as part of this process. Planet will also do a demonstration of Windows Autopilot using a cloud-only deployment model.

Planet is a Pennsylvania Co-Star Vendor. Our Vendor # is 213356

Scope of Work

Discovery and Design

Planning Overview

During Discovery and Design, a Planet Project Manager and Architect will work with the Customer to assemble a project team and develop an overall plan for the engagement.

Immediately after receiving the signed SOW, Planet will begin the process of securing project resources and creating an initial project plan. The Planet Project Manager will have one or more logistics calls with the Customer to define the high-level project schedule and to determine a date and time for the project kick-off call.

Activities

- Conduct interviews with technical management, opinion leaders, and staff
- Update the project schedule

Technical Overview

A Planet Architect will work with the Customer to gather information and requirements. Planet will meet with the Customer to gather information necessary to design the Intune configuration to meet the Customer's needs.

Activities

- Conduct envisioning session

Enablement

Typical Intune Activities

- Configure Intune enrollment restrictions
- Configure Azure AD Connect to Hybrid Azure AD Join target Windows 10 devices
- Configure and test enrollment methods for Windows 10, Android, and iOS
- Enable co-management between Intune and Configuration Manager
- Configure and validate up to 2 device compliance policies per OS platform
- Configure and validate up to 3 device configuration profiles per OS platform
- Publish up to 3 applications per OS platform and verify deployment and installation
- Configure and validate iOS and Android App Protection policies
- Configure and validate up to 3 Conditional Access policies
- Configure Role-Based Access Control (RBAC)
- Enroll pilot group of up to 5 Windows 10/11 devices
- Enroll pilot group of up to 5 Android devices
- Enroll pilot group of up to 5 iOS devices

Windows Autopilot Demo

- Configure Windows 10 automatic enrollment
- Configure Autopilot deployment profile to support user-driven mode for Azure AD join
- Create a device group for targeted devices
- Register Autopilot devices
- Configure Enrollment Status Page (ESP)
- Validate Autopilot process on test devices

Project Assumptions

Intune

- Customer owns Intune licenses.
- Customer will provide test devices and licensed users to validate enrollment, policies, app packages, etc.
- Planet consultant will be given Intune Admin rights to the tenant.
- All apps can be installed silently.
- Customer is responsible for developing and implementing an end user communication plan for pilot and production rollouts.

Autopilot

- Targeted devices have access to the internet.
- Customer will provide test devices and licensed users to validate Autopilot process.

Out of Scope

Intune

- This project does not include app development or application packaging, (i.e., wrapping up all app resources into one distributable file), only packaging in Intune.
- End user communication and support is the responsibility of the Customer.

Project Deliverables

Project deliverables refer to the outputs and results that are produced by the project team. They are critical to the success of the project as they represent the measurable outcomes that the project team and stakeholders are working towards.

To ensure successful delivery of the project, the Discovery and Design document will be required before moving on to Enablement. This ensures the design of the tenant has been agreed upon prior to the start of any configuration and migration of data into the new destination. The period of performance provides the Customer three (3) days to approve or provide feedback on the Discovery and Design document.

Ultimately, the successful delivery of project deliverables is a key factor in achieving project objectives, satisfying stakeholders, and ensuring the overall success of the project.

Phase	Deliverable
Discovery and Design	Intune Design Document
Enablement	Intune and Autopilot As-built Document

Project Governance

Project Management

Planet Technologies project management office (PMO) number one goal is to be a center of excellence and own our customer's project success. Due to the nature of our engagements, our customers require an experienced project manager (PM) who can bring a structured, collaborative, comprehensive, and transparent approach to project management. The Planet PM's unwavering commitment is to successfully complete projects on time and on budget with clear, constant communication with our customer via workshops, status meetings, and status reports. Planet brings consistent diligence to following established PMBOK processes using our tools and methods towards project planning and management. Our successful record of accomplishment in state and local government, education, and commercial verticals illustrates the level of standard and discipline we will bring to complete your project.

Planet's methodologies are aligned with industry standards such as PMBOK and ITIL. Project Planning and Management serves as the common thread that brings together multiple stakeholders and resources towards one common goal – enabling our project teams to achieve their full potential to succeed. Planet's PMs provide the right project management methodology that fits both the type of project and the customer's needs, whether that be a waterfall or agile approach. Planet has systems in place to support the management of the project for both tasks and collaboration with our customers. Our project teams are ready to begin work on day one and bring a repository of valuable PMO playbooks and tools to drive quick wins and project success. Planet's PMs provide comprehensive and regular communications to stakeholders to ensure that project goals are being met, risks managed, and issues resolved. Our planning and communication approaches are flexible, scalable, transparent, and provide accountability.

Planet's project management strategy focuses on core processes: Scope, Schedule, Resource & Budget, Quality, and Risk & Issue management. These processes are interdependent and interact in all project management activities to contribute to project success. Having a defined strategy for management means that Planet is prepared to execute this strategy even before the project kick-off. This sets up the project team for successful project execution!

The Planet Project Management process for this project includes working to develop and manage a project schedule, weekly project status reports, and a weekly status meeting. If at any point it is deemed necessary for more frequent touchpoints this may result in a change order.

Period of Performance

The period of performance (PoP) for this project is 5 weeks from the project kickoff. This PoP assumes Planet will be “hands on” keyboard which means Planet can do work independently during configuration. Prior to the end of the PoP, the contract may be amended via change order. Change Orders must indicate the reason for the change and any impact on scope, costs, deliverables, and the period of performance as applicable. If the PoP of the contract is not extended prior to the end date, in order for Planet to continue to provide services, Customer and Planet must agree in writing to a new SOW identifying the terms of the new agreement.

Resource Plan

To execute the project successfully within the period of performance requires both parties to commit to the resources necessary. Based on our experience, below is the approximate recommended resource commitment needed from the Customer to meet the period of performance. The below recommendations are project resources needed for enablement of this engagement and may not include all parties involved in the project.

Recommended Customer Role Allocations:

- Project Manager 30%
- Endpoint SME 30%

Pricing

Fixed Fee Pricing

Milestones	Amount
Discovery and Design	\$4,950
Enablement	\$27,600
TOTAL	\$32,550

Due to the changing nature of cloud services, the pricing above is valid for 60 days from the date of the delivery of this SOW.

Payment Terms

If included, migration tools will be invoiced up front at project kickoff. This fixed fee contract will be invoiced upon milestone signoff, NET 30 days. Upon notification of milestone completion and a request for milestone signoff, client will have up to 5 business days to provide written conditions of satisfaction if milestone is not complete or to provide the signed acceptance document. If no written notification is received within 5 business days, Planet will assume the milestone is approved and invoice for it accordingly.

Any alterations in the scope will be reviewed with Planet Technologies and may result in a change order for additional services and associated costs.

Please make purchase orders out to Planet Technologies, Inc.

Total Contract price shown above for the purchase of goods or services is not inclusive of applicable sales and use taxes. Taxes will be added to invoices when required.

Planet is a Pennsylvania Co-Star Vendor. Our Vendor # is 213356 if needed.

Travel

Travel is not included in this contract; all work will be performed remotely.

About Planet Technologies

Meet Planet Technologies

Planet is a privately owned company headquartered in Gaithersburg, Maryland, with over 300 personnel located throughout the United States. Launched in 1997, Planet Technologies is recognized as a leading provider of Microsoft consulting services across the United States. Planet has a strong presence in the public sector, commercial, education, and health organizations. Planet is in the business of building trust and delivering solutions and value that solve our customers' most challenging problems. Most of our clients are repeat customers which is perhaps our greatest achievement.

Planet has an exceptionally strong partnership with Microsoft and has been awarded Microsoft Cloud Partner of the Year, Security Partner of the Year, Federal Partner of the Year, State and Local Government Partner of the Year, and Windows Partner of the Year. With 14 Microsoft Gold Competencies, there are very few partners in the world that can claim equivalent expertise and industry knowledge.

Experience Matters

Planet Technologies has served those that serve others for more than 20 years. We are a Microsoft partner that specializes in government work at every level. Our clients range from large federal agencies to local municipalities and towns. Our experience in helping customers address real problems is evident in every engagement. Working in State and Local Government is a unique task that requires both the technical ability to solve challenging problems and the drive to make the government experience better for your fellow citizens. At Planet Technologies we understand that and have built our reputation by helping you achieve success for your fellow citizens.

We have more than 300+ full-time employees here at Planet Technologies, many of whom have experience working in State Government. This experience allows us to better understand your needs, from our frontline consultants to executive leadership team. This experience manifests itself in all that we do and drives our commitment to best serve our customers.

Our philosophy of leading with experience, ours and yours, has led to success. Planet has been awarded "Microsoft Partner of the Year" in multiple categories more than 27 times in our 24-year history. We have more than 14 Microsoft Gold Competencies and more Advanced Certifications. Our clients reside in all 50 of the United States and have had successful projects at every level of local government. With thousands of clients and more than 5 million end users brought into the cloud, our experience drives our reputation, and we want to bring that success to you.

Governance, Security, Compliance and Change Management

A secure and well governed environment is critical in a world of constant Cyber risk. This requires constant vigilance and change which can put strain on your users. What good is a well secured and managed environment if your users cannot properly use the tools they are given. Our Planet Team has experience brining more than 5 million users through adoption journeys leveraging Change Management methods so that your users can do their jobs serving the community with the technology investment you made.

A Well-Worn Path

None of this is possible without a well-developed methodology for engagements. When you’ve done something repeatedly you are prepared for challenges. This is why experience is important. At Planet we also know that it is a cloud-speed world, it takes more than just experience - it takes a plan. Planet’s project methodology allows for the known, as well as the unknown. Every engagement has a process and a plan behind it so that together we are prepared for an ever-changing information technology world.



A Well-Oiled Machine

Planet’s 300+ consultants are arranged in technical practices lead by a Managing Architect. This technical leadership allows us to stay current and ensure even full-time billing consultants understand the latest technology and capabilities of their core focus area. From Microsoft Modern Work to Azure Infrastructure to Data Platform to Organizational Change Management, each team is led by Technologist whose goal is to provide the right solutions to our customer in an ever-changing technology world. Technical solution reviews and collaborative problem solving are the cornerstone of the technical Practice Teams!

One Foot in Today and One in Tomorrow

Planet has specialized teams for every stage of the project journey and every specialization in alignment with Microsoft. Our close partnership with Microsoft has enabled us to participate in new product releases and evaluate new products as part of the (EAP) Early Adopter Program and (TAP) Technical Adopter Programs and regularly support large internal projects for Microsoft. as well as supporting several of their largest worldwide clients in the areas of development, infrastructure and collaboration. This allows us to bring you expertise on not only what is here, but what is coming.

Our goal is to bring all of our expertise and combined experience to help you achieve your goals. That might be to help resolve technical debt, continue your digital transformation, or gathering, controlling, and getting the most out of your data. It might be something as

important as helping you with security and governance. Planet can help, our Experience is valuable, and experience matters.

Microsoft Qualifications

Microsoft Competencies		
✓ Gold Security	✓ Gold Messaging	✓ Gold Windows & Devices
✓ Gold Cloud Productivity	✓ Gold App Development	✓ Gold Small & Midmarket Cloud Solutions
✓ Gold Cloud Platform	✓ Gold App Integration	✓ Silver Datacenter
✓ Gold Data Analytics	✓ Gold Collab & Content	✓ Silver DevOps
✓ Gold Data Platform	✓ Gold Ent. Mobility Mgmt	
✓ Gold Communications	✓ Gold Project & Portfolio Mgmt	

Microsoft Advanced Specializations
✓ Microsoft Adoption and Change Management
✓ Microsoft Teamwork Deployment
✓ Microsoft Windows and SQL Migration to Azure
✓ Microsoft Identity and Access Management
✓ Microsoft Calling for MS Teams
✓ Microsoft Infrastructure and Azure Partner Advisory Council (AZIPAC) member
✓ Microsoft Analytics and Artificial Intelligence Partner Advisory Council (AAIPAC) member
✓ Microsoft Information Protection and Governance

Industry Qualifications

Planet Competencies - Industry

Project Management	22 Project Management Professionals (PMP) and 15 Certified Scrum Masters (CSM)
Security and Compliance	5 CISSPs and 1 CISM (ISC2), 27 Security+ (CompTIA), 4 Registered Providers (RPs) (CMMC AB), 1 Registered Provider-Advanced (RPA) and Registered Provider Organization (RPO) (CMMC AB). Frameworks expertise: CMMC (Levels 1-3), NIST 800-171, NIST 800-53, HIPAA, CJIS, FedRAMP, CIS, CSA, CISA, DISA STIGs, DISA SRGs, and more
Operations and Service Management	22 ITIL Foundation professionals
Quality and Process Improvement	8 Lean Six Sigma Green Belts
Organizational Change Management	11 Microsoft Certified Adoption Specialists; 4 Prosci Change Management Certified professionals

YouAlreadyOwnIt Cloud Advisor Service

At Planet, our goal is to ensure your organization gets the highest possible value from our partnership and the Microsoft services in your subscription. To that end, Planet has created the YouAlreadyOwnIt cloud advisor service.

YouAlreadyOwnIt is a no-cost service designed so Planet can remain invested in your long-term success, helping you maximize the Microsoft Cloud Services you already own, while keeping up with the constantly evolving services your Microsoft subscription provides.

YouAlreadyOwnIt includes the below no-cost benefits:

- Cloud Tools Workshops
 - Productivity Score
 - Secure Score
 - Compliance Score
 - Funding Review sessions
- Cloud Service Briefings
 - Microsoft Viva
 - Teams Voice
 - Power BI
- Data Modernization Strategy Sessions
 - Platform
 - Analytics
 - Governance
- Microsoft FastTrack resources
- Membership to a community of like-minded industry peers, driven to empower their people and secure their environment.
 - Monthly Community Office Hours

- Monthly Newsletter and Blog to keep you informed
 - Hand-Selected documentation and helpful artifacts
- Access to Planet’s industry leading Microsoft cloud experts
 - Cloud Roadmap and Planning Session(s)
 - Access to Planet’s “Ask an Expert” service

Planet at a Glance

Planet Technologies Inc.	
Address	9801 Washingtonian Blvd, Suite 360, Gaithersburg, MD 20878
Branch Locations	Denver, CO; Dallas, TX; Redmond, WA; Chicago, IL; Harrisburg, PA; Sacramento, CA; Washington, DC; New York, NY
Phone / Fax	(301) 721-0100 / (301) 721-0189
Website	www.go-planet.com
Date Established	1997
Type of Ownership	Corporation
GSA Schedule	47QTCA19D0036
Type	GSA Small Business
DUNS	01-302-0685

Operational Assumptions

- The Customer must arrange for suitable personnel to be available on-site or through other communication channels to furnish necessary information as requested and in a timely manner.
- All Planet personnel that will be engaged in this project are US Citizens.
- The Customer must appoint, in writing, a corporate Project Manager or designee with authority to make binding decisions on behalf of the Customer. The Project Manager or designee will be responsible for all communications and approval of changes to the scope of work on behalf of the Customer as well as responsible for coordinating activities with any third-party service providers retained by the Customer.
- Unless otherwise specified herein, Planet Technologies, Inc. shall perform services during standard business hours.
- The Customer must provide timely responses to requests for information and is responsible for same from third party vendors retained by the Customer. Timely is to be determined in the context of the engagement and Planet will notify Client designee when it deems responses are not timely.
- The Customer must acquire all necessary hardware and software as set forth in the Proposal unless specifically designated otherwise. Planet will assist in defining the requirements.
- The Customer agrees that Project scope is specifically limited to the scope outlined in this document.
- Planet Technologies, Inc. is not responsible for software issues that may arise due to hardware or platform incompatibility. Planet Technologies, Inc. always recommends utilizing components from Tier 1 manufacturers.
- The Customer will provide a Customer Resource contact list to the Planet Project manager in advance of the project start date.
- The Customer acknowledges that this proposal is based on information provided by Customer and any third parties chosen by Customer. Inaccuracy or deviation from the information provided may require a change order. Any additional remediation that arises after initial discovery or project initiation may necessitate a change order.
- The Customer acknowledges that Planet Technologies, Inc. is not responsible for the successful backup or restoration of existing file systems.
- The Customer acknowledges that Planet Technologies, Inc. and its agents will not be responsible for software issues that arise from limitations or "bugs" of COTS (Commercial Off-The-Shelf) software.
- The Customer acknowledges that Planet Technologies, Inc. and its agents will not be responsible for the functionality, integrity, security or performance of any software or hardware provided by the client or a third party.
- The Customer agrees that any Customer network changes made will be immediately reported to Planet Technologies, Inc.'s Project Manager or designee.
- Periodically Planet may receive compensation from Microsoft based on the customer's consumption of Microsoft Cloud Services.

Terms and Conditions

These Professional Services Terms and Conditions, in conjunction with the Operational Assumptions in this SOW, form an SOW Agreement (SOW, Agreement or SOW Agreement) between Planet Technologies, Inc. (Planet or Planet Technologies, Inc.) and the end-user identified on the SOW ("Customer"). Unless otherwise agreed by the parties in writing, these terms apply to the professional services performed by Planet Technologies, Inc.

1. Professional Services

- 1.1. The Customer hereby agrees to accept the Services at the agreed location, on the date or dates mutually agreed between the parties as detailed in writing in this SOW pursuant to these terms and conditions.
- 1.2. The Services shall be provided in accordance with the terms of this SOW, including any time schedule, milestones, and plans set forth herein.
- 1.3. Unless the Parties agree to different reporting procedures, Planet shall provide Customer with periodic progress reports developed by the Parties describing the status of Planet's performance under this SOW for a specific period and the progress expected to be made in the next succeeding period.
- 1.4. The Client accepts and affirms sole responsibility for assuring that the technologies and services offered by Microsoft and configured by Planet, are sufficient to achieve required compliance with applicable standards.
- 1.5. If this scope of work includes Evolve 365, signature of this SOW includes agreement with the Terms of Service outlined here: <https://o365support.com/evolve-365-eula-807982>

2. Payment and Invoices

- 2.1. The parties agree that invoices will be submitted by Planet to Customer. Such invoice method may be changed at any time during this Agreement by separate mutual written consent of both Parties without amendment to this Agreement.
- 2.2. The accepted method of payment by Customer for all invoices shall be by check, ACH, or wire transfer. Such payment method may be changed at any time during this Agreement by separate mutual written consent of both Parties without amendment to this Agreement.
- 2.3. Planet shall invoice Customer in accordance with the schedule set forth in this SOW, or if no schedule is set forth therein, on a monthly basis within thirty (30) days after the end of the month.
- 2.4. Customer shall pay Contractor all amounts on an invoice that are not the subject of a bona fide dispute within thirty (30) days after receipt of an invoice that complies in all material respects with the agreed-upon requirements as to form and levels of detail.
- 2.5. Planet may invoice Customer for reasonable out-of-pocket expenses necessarily and actually incurred in the performance of the Services provided that Planet has previously provided a reasonable estimate of the out-of-pocket expenses and Customer has approved Planet's estimate of expenses.

3. Reporting

- 3.1. Planet shall provide Customer with monthly and quarterly invoicing reports summarizing all invoice activity for the period in question unless agreed otherwise by the parties.

4. Confidentiality

- 4.1. Customer and Planet Technologies Inc. recognize that each may, from time to time, in connection with the performance of this Agreement, disclose confidential information to the other party. "Confidential Information" means any and all information provided under this Agreement by one party (the "Discloser") to the other party (the "Recipient") that, by its nature, Recipient could reasonably assume is confidential or proprietary information.
- 4.2. Confidential Information shall include, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer information, employee information, financial information, and confidential or proprietary information concerning Planet Technologies, Inc. or Customer organization.
- 4.3. Recipient agrees to not disclose, distribute, reproduce, or use Discloser's Confidential Information other than in the course of its duties under this Agreement. Recipient agrees to protect Discloser's Confidential Information by use of at least the same degree of care (but no less than a reasonable degree of care) it uses to protect its own confidential information of similar character.
- 4.4. Recipient may disclose Discloser's Confidential Information only to those individuals or parties who have a "need to know", provided that such individuals or parties are under binding obligations of confidentiality substantially similar to those set forth in this Agreement. The provisions contained under this Section shall survive any termination or expiration of this Agreement or any Statement of Work.

5. Indemnification

- 5.1. The Parties agree to indemnify, defend, and hold each other and their successors, officers, directors, affiliates and employees harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any claim that, if true, would constitute a breach of their respective obligations under this Agreement.

6. Independent Contractor

- 6.1. Planet is an independent contractor and nothing in this Agreement will be construed as creating an employer-employee relationship, a partnership or a joint venture between the parties.

- 6.2. At all times while Planet is performing Work under this Agreement, Planet will maintain its own liability, errors and omissions, workers compensation and other insurance, at a level and with coverages at least equal to industry norm and, upon request, will provide Customer with certificates of insurance evidencing such insurance coverages.

7. Term and Termination

- 7.1. This Agreement shall commence on its Effective Date and shall remain in effect for the Period of Performance set forth herein unless earlier terminated in accordance with this Article 7 or extended by mutual written agreement of the parties.
- 7.2. Either party may immediately terminate this Agreement if (i) the other party fails to perform its material obligations under this Agreement and such failure is not corrected within fifteen (15) business days after receipt of written notice, specifying in detail the nature of the breach, from the non-breaching party, or (ii) either party is appointed a trustee for the benefit of creditors, becomes insolvent, bankrupt or initiates a voluntary dissolution. Either party may terminate this Agreement upon thirty (30) days advance written notice.
- 7.3. If the Agreement is terminated under this Article 7 (Term and Termination) both parties will use commercially reasonable efforts to mitigate fees and expenses and Planet shall promptly deliver copies of all complete and incomplete deliverables subject to the customer. Planet shall be paid (a) at the applicable rate(s) for Services provided on a T&M basis through the date of termination and (b) on a percent of completion basis for Services provided on a fixed price basis. Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Customer of its obligation to pay all charges that accrued prior to such termination.

8. Miscellaneous

- 8.1. Applicable Law/Attorney Fees. This agreement will be governed by the laws of the State of Maryland. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses.
- 8.2. Entire Agreement. This Agreement and any SOWs constitute the entire agreement between Planet and Customer, and merge all prior and contemporaneous communications with respect to the subject matter hereof. This Agreement will not be modified except by later written agreement signed by both parties.
- 8.3. Severability/Waiver. If any Provision of this Agreement will be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. No waiver of any breach of any provision of this Agreement will constitute a waiver of any other breach of the same or any other provision hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

- 8.4. Critical Technical Issues. Subsequent to production launch, Planet will provide to Customer, at no additional charge, the services necessary to correct verifiable P1 bugs for a period of sixty (60) days. P1 bugs are defined as Critical Technical Issues consisting of a total loss of core functionality in the licensed software or inoperability of the Software in production (i.e. a down system) that severely affect the Customer's business operations. All reported bugs must be verified and reproducible in the CLIENT product testing lab prior to referral to provider. The warranty period shall begin when the product is generally available to customers.
- 8.5. Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party.

Signatures

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Agreement as of the Effective Date indicated below.

Delaware County Pennsylvania (Delco)

Planet Technologies, Inc.

Signature

Date

Signature

Date

Print Name

9801 Washingtonian Blvd, Suite 360
Gaithersburg, MD 20878

Company Name

Street Address

City, State, Zip Code



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: John Becht, Information Technology

ITEM TYPE: Purchase

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval to purchase Mimecast Email Security Solution for additional Email Security to protect County Email in the amount of \$52,288.00 off of Sourcewell Contract No. 081419.

EXPENSE BUDGET LINE ITEM ACCOUNT: 4666 9506 703001

ESTIMATED/ACTUAL COST OF REQUEST: \$52,288.00

FUNDING SOURCE: Capital

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: This is to provide additional email security to the County email system to prevent ransomware attacks & phishing attacks.

ATTACHMENTS:
[NTFG163.pdf](#)



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: John Becht, Information Technology

ITEM TYPE: Purchase

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of Professional Services Agreement & Hardware Ring Central Corporation for VOIP at a cost of \$632,003.54. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 4670 9506 703001

ESTIMATED/ACTUAL COST OF REQUEST: 632,003.54

FUNDING SOURCE: Capital

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: This cost includes One time Implementation, Training, Porting, etc.. as well as the cost for Hardware Phones & Headsets and also the Licensing needed. After Implementation is completed and the County converts 100% over to VOIP on the Ring Central Platform the yearly cost will be \$421,106.04.

ATTACHMENTS:

- [County of Delaware RingCentral Amendment with New MSA.docx](#)
- [County of Delaware RingCentral Change Order Form option 1 PHONE PURCHASE.pdf](#)
- [County of Delaware RingCentral ProServices SOW Agreement.pdf](#)

FIRST AMENDMENT TO THE RINGCENTRAL MASTER SERVICES AGREEMENT

This First Amendment (this “**First Amendment**”) amends the RingCentral Master Services Agreement, by and between **County of Delaware** (“**Customer**” or “**You**”) and RingCentral, Inc. (“**RingCentral**”), dated August 24, 2020 (the “**Agreement**”). The Parties agree to amend the Agreement as follows. Capitalized terms not defined herein shall have the same meanings as set forth in the Agreement.

1. As of the First Amendment Effective Date, the current RingCentral MSA, RingCentral MVP Service Attachment (“**Service Attachment A**”), and RingCentral Security Addendum (“**Attachment B**”) are hereby incorporated into and made a part of the Agreement, replacing in their entirety any previous MSA, MVP Service Attachment, and Security Addendum.
2. Subject to the modifications set forth in this First Amendment, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each caused this First Amendment to be signed and delivered by its duly authorized representative as of the date Customer signs below (the “**First Amendment Effective Date**”).

Customer

County of Delaware

By _____

Name: _____

Title: _____

Date: _____

RingCentral

RingCentral, Inc.

By _____

Name: _____

Title: _____

Date: _____



MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature (“**Effective Date**”) and made between:

County of Delaware (“Customer”)

RingCentral, Inc. (“RingCentral”)

Address:

201 W Front St
Media, PA 19063

Address:

20 Davis Drive
Belmont, CA 94002

By: _____

By: _____

Name: _____

Name: Stacy Schwartz

Title: _____

Title: VP U.S. Public Sector & Education

Date: _____

Date: _____

RingCentral and Customer are together referred to as the “Parties” and each individually as a “Party.”

1. The Master Services Agreement (“**Agreement**”) consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer’s Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.

- Exhibit A – Definitions
- Attachment A – RingCentral MVP Services
- Attachment B – Security Addendum

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

A. Ordering Services. Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

B. Equipment. Subject to availability based on brand and Customer location, Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:

- i. Purchase: <http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>;
- ii. Rental: <http://www.ringcentral.com/legal/lease-rental.html>, and
- iii. Device as a Services: <https://www.ringcentral.com/legal/daas-agreement.html>.

C. Term of this Agreement. The Term of this Agreement will commence on the Effective Date and continue

until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

- D. Services Term.** The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (“**Initial Term**”). . The Term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

3. Invoicing and Payment

- A. Prices and Charges.** All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will remain in effect for the Initial Term (as described in an Order Form) or, if applicable, the then-current Renewal Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days’ written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.
- B. Invoicing and Payment.** Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer’s provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within forty-five (45) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.
- C. Taxes.** All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.
- D. Billing Disputes.** If a Customer reasonably and in good faith disputes any portion of RingCentral’s invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer’s dispute as to any portion of the invoice will not excuse Customer’s obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

- A. General Terms.** RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer’s consent.
- B. Customer Care**
- i. Customer must provide Helpdesk Support to Customer’s End Users. RingCentral may require Customer’s Helpdesk Support personnel to complete a designated series of training courses on RingCentral’s Services. Such training will be provided to Customer online in English at no cost.
 - ii. RingCentral will make remote support available to Customer’s Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise

agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.

iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.

C. Professional Services. RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

D. Advanced Support. Customer may purchase Advanced Support services from RingCentral for use with the Services. The terms and conditions that govern the Advanced Support can be found at: <https://www.ringcentral.com/legal/enterprise-service-attachment.html>.

E. Managed Services. Customer may purchase Managed Services from RingCentral for use with the Services. The terms and conditions that govern the Managed Services can be found at: <https://www.ringcentral.com/legal/managed-services-attachment.html>.

F. Subcontracting. RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

5. Use of the Service

A. Service Requirements. The Services are dependent upon Customer's maintenance of sufficient Internet access, networks, and power as set forth in RingCentral's Technical Sufficiency Criteria, available at <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.

B. Use Policies. Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with thirty (30) days written notice to the other Party.

i. **Acceptable Use Policy.** The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.

ii. **Emergency Services.** RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/legal/emergency-services.html>.

iii. **Numbering Policy.** The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at <https://www.ringcentral.com/legal/policies/numbering-policy.html>.

6. Termination

- A. Termination for Cause.** Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.
- B. Effect of Termination.** If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

7. Intellectual Property

A. Limited License

- i. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services ("**Software**") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.
- ii. Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

- i. **RingCentral's Rights.** Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology, or products developed or provided by third parties, including open-source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.
- ii. **Customer Rights.** As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations, or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

- C. Use of Marks.** Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

8. Confidentiality

- A. Restrictions on Use or Disclosures by Either Party.** During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

- A. Data Privacy.** RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with [RingCentral's Data Processing Addendum, available at https://www.ringcentral.com/legal/dpa.html](https://www.ringcentral.com/legal/dpa.html), incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.
- B. Data Security.** RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), organizational, administrative, and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.
- C. Software Changes.** RingCentral may from time-to-time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitations of Liability

A. Excluded Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT

DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION (LIABILITY CAPS) WILL NOT APPLY TO:

- i. FEES OWED BY CUSTOMER
- ii. EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS
- iii. EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT
- iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY
- v. EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. Indemnification

A. Indemnification by RingCentral

- i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a "**Third Party Claim**") to the extent such Third Party Claim arises out of or alleges that:
 - a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.
- ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.
- iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a "**Discontinued Component**"), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

B. Indemnification by Customer. To the extent permitted by law, Customer shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

C. Defense and Indemnification Procedures. Any Party seeking indemnification under this Section 11 (the "**Indemnified Party**") shall provide the Party from which it seeks such indemnification (the "**Indemnifying Party**") with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party's sole expense except for the value of the time of the Indemnified Party's personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such

claim may be settled by the Indemnifying Party without the Indemnified Party's express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

12. Warranties

- A. **RingCentral Warranty.** RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.
- B. **Customer Warranty.** Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement.
- C. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Dispute Resolution

- A. **Governing Law.** Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of the State of Pennsylvania, without regard to its choice of law rules and the parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.
- B. **Good Faith Attempt to Settle Disputes.** In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.
- C. **Equitable Relief.** Any breach of either Party's IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable Law.

14. Miscellaneous

- A. **Relationship of the Parties.** RingCentral and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.
- B. **Assignment.** Neither Party may assign the Agreement or any portion thereof without the other Party's prior written consent (which such consent may not be unreasonably withheld or delayed), however either Party may assign the Agreement and all of that Party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.
- C. **Notices.** Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with an reputable overnight courier service, and addressed as follows: To RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

- D. Force Majeure.** Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.
- E. Third-Party Beneficiaries.** RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.
- F. Headings, Interpretation.** The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).
- G. Anti-Bribery.** Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar applicable Laws.
- H. Export Control.** Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.
- I. Regulatory and Legal Changes.** In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.
- J. Entire Agreement.** The Agreement, together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.
- K. Order of Precedence.** In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form; (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services. With respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.
- L. Amendments.** Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.
- M. Severability and Waiver.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid, and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.
- N. Publicity.** Subject to Customer's prior written approval, which may not be unreasonably withheld or denied, in each instance, and notwithstanding anything to the contrary in this Agreement, RingCentral may identify Customer as a customer (including use of any Customer logo or trademark) and may refer to this Agreement

during its earnings calls and in connection with its business deals, press releases, and marketing and/or promotional materials.

- O. Execution.** Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.
- P. Counterparts.** This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.
- Q. Survival.** The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.
- R. Family Education Rights and Privacy Act (FERPA).** Customer Content when in-transit on the RingCentral Network and when at-rest within RingCentral Data Centers may contain communications and/or educational records pertaining to students in connection with the performance of the Services pursuant to the Agreement. RingCentral shall only use or disclose such Customer Content as is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement.

EXHIBIT A DEFINITIONS

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **“Account”** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **“Account Administrator”** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **“Account Data”** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **“Administrative Fees”** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **“Administrative Portal”** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **“Affiliate(s)”** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and “control” means beneficial ownership of greater than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.
7. **“Attachment(s)”** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.
8. **“Confidential Information”** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **“Customer Care”** means Customer support operations delivered by RingCentral and/or its subcontractors.
10. **“Customer Content”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences, or other communications transmitted or stored through the Services.
11. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
12. **“Disclosing Party”** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees, and attorneys.
13. **“Electronic Signatures”** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
14. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **“End User”** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer’s employees, consultants, clients, external users, invitees, contractors, and agents.
16. **“Helpdesk Support”** shall mean the performance of the following tasks:
 - Standard feature/functionality (“how to”) support for End Users (i.e. call forwarding, voice mail set-up, etc.).
 - Standard management of the Admin Interface within the product.
 - Support all moves, adds, changes, and deletes of employees.

17. **“Indemnifiable Amounts”** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment or a final award of an arbitral body in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party’s or its Affiliates’ attorneys’ fees and related expenses.
18. **“Indemnifying Party”** and **“Indemnified Party”** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
19. **“Initial Term”** has the meaning set forth in Section 2(D) (Services Term).
20. **“Intellectual Property Rights”** or **“IP Rights”** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and “moral” rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).
21. **“Law”** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
22. **“Order Form(s)”** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.
23. **“Receiving Party”** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees, and attorneys receiving Confidential Information.
24. **“Renewal Term”** has the meaning set forth in Section 2(D) (Services Term).
25. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (**“PoP(s)”**), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer’s own private network, or the PSTN.
26. **“Service(s)”** means all services provided under this Agreement and set forth in one or more Order Form(s).
27. **“Start Date”** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
28. **“Taxes”** means any and all federal, state, local, municipal, foreign, and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
29. **“Term”** means the Initial Term plus any Renewal Terms.
30. **“Third Party Claim”** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).
31. **“Use Policy”** refers to any of the policies identified in Section 5(B) (Use Policies).

ATTACHMENT A
SERVICE ATTACHMENT - RINGCENTRAL MVP SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingCentral MVP Services as described under the applicable Order Form (the “**Services**”).

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. RingCentral MVP Purchase Plans

A. Tiers of Service. The Services are made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. “Unlimited” use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc.

B. Minute and Calling Credit Bundles. Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 100/1000/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

- C. **Enhanced Business SMS Allotment and Pricing.** Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 25/100/200 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges apply to SMS sent or received in excess of allotment and will be charged at the then-applicable rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with the SMS registrar prior to using SMS. RingCentral may attempt to deliver SMS sent from unregistered phone numbers at its discretion, however unregistered SMS are excluded from the monthly allotment and any purchased SMS bundles, and will be charged at then-applicable unregistered SMS rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the “**Directory Listing Service**”). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (“**Listing Information**”). This information may include, but is not limited to, Customer’s company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer’s Listing Information may enter the public domain and that RingCentral cannot control third parties’ use of such information obtained through the Directory Listing Service.

A. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer’s Listing Information removed from third-party directory assistance listing services that have already received Customer’s information.

B. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer’s telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer’s Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. RingCentral Global MVP or RingCentral Global Office.

RingCentral Global MVP (which is also known as RingCentral Global Office and references in the Service Description to Global MVP shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global MVP is available. Additional information related to Global MVP Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral’s Global MVP for customers that subscribe to it.

A. **Emergency Service Limitations for Global MVP.** RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global MVP is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global MVP countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

B. **Global MVP Provided Only in Connection with Home Country Service.** RingCentral provides Global MVP Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer’s Global MVP Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global MVP Services will be done in the Home Country on the Customer’s Account, together with other Services purchased under this Agreement, using the Home Country’s currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all

documentation, licenses, and services in connection with the Global MVP Service in English; additional language support may be provided at RingCentral's sole discretion.

- C. Primary Place of Use of Global MVP Service.** Customer represents and warrants that the primary place of use of the Global MVP Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.
- D. Relationships with Local Providers.** In connection with the provision of RingCentral Global MVP Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable you to receive calls from non-RingCentral numbers on Customer's Global MVP telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer's agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer's behalf to secure such services. RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer's behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global MVP countries.
- 6. Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at <https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html>. Additional terms or charges may apply, depending on the selected features.
- 7. Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at <https://www.ringcentral.com/legal/BYOC-service-description.html>.
- 8. Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

 - A. "Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
 - B. "End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
 - C. "Extension-to-Extension Calls"** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
 - D. "External Calls"** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
 - E. "Home Country"** means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.

ATTACHMENT B
RINGCENTRAL SECURITY ADDENDUM

1. Scope

This document describes the Information Security Measures (“**Measures**”) that RingCentral has in place when processing Protected Data through RingCentral Services.

2. Definitions

For purposes of this Security Addendum only, capitalized terms, not otherwise defined herein, have the meaning set forth in the Agreement.

- A. “Ring Central Services”, or “Services”,** means services offered by RingCentral and acquired by the Customer.
- B. “Customer”** means the entity that entered into the Agreement with RingCentral.
- C. “Protected Data”** means Customer and partner data processed by RingCentral Services, as defined in the applicable RingCentral DPA or Agreement, including “personal data” and “personal information” as defined by applicable privacy laws, confidential data as defined in the Agreement, account data, configuration data, communication content including messages, voicemail, and video recording.
- D. “Agreement”** means the agreement in place between RingCentral and the Customer for the provision of the Services.
- E. “Personnel”** means RingCentral employees, contractors or subcontracted Professional Services staff.

3. Information Security Management

A. Security Program

RingCentral maintains a written information security program that:

- i.** Includes documented policies or standards appropriate to govern the handling of Protected Data in compliance with the Agreement and with applicable law.
- ii.** Is managed by a senior employee responsible for overseeing and implementing the program.
- iii.** Includes administrative, technical, and physical safeguards reasonably designed to protect the confidentiality, integrity, and availability of Protected Data.
- iv.** Is appropriate to the nature, size, and complexity of RingCentral’s business operations.

B. Security Policy Management

RingCentral’s security policies, standards, and procedures:

- i.** Align with information security established industry standards.
- ii.** Are subject to ongoing review.
- iii.** May be revised to reflect changes in industry best practices.

C. Risk Management

RingCentral:

- i.** Performs cybersecurity risk assessments to identify threats to their business or operations at least annually.
- ii.** Updates RingCentral policies, procedures and standards as needed to address threats to RingCentral’s business or operations.

4. Independent security assessments

A. External Audit

RingCentral:

- i.** Uses qualified independent third-party auditors to perform security audits covering systems, environments, and networks where Protected Data is processed, including
 - a.** SOC2 Type II
 - b.** IES/ISO 27001.

- ii. maintains additional audits and compliance certifications as appropriate for RingCentral's business and as identified at www.ringcentral.com/trust-center.html.

B. Distribution of Reports

Copies of relevant audit reports and certifications:

- i. Will be provided to Customer on request.
- ii. Are subject to Non-Disclosure Agreement.

C. Annual Risk Assessment Questionnaire

Customer may, on one (1) occasion within any twelve (12) month period, request that RingCentral complete a third-party risk assessment questionnaire within a reasonable time frame.

In case of conflict between this section and the equivalent section in the RingCentral DPA, the DPA takes precedence.

5. Human Resource Security

A. Background Checks

RingCentral requires pre-employment screenings of all employees. RingCentral ensures criminal background searches on its employees to the extent permitted by law. Each background check in the US includes:

- i. An identity verification (SSN trace).
- ii. Criminal history checks for up to seven (7) years for felony and misdemeanors at the local, state, and federal level, where appropriate.
- iii. Terrorist (OFAC) list search, as authorized by law.

Internationally, criminal history checks are conducted as authorized by local law.

Background checks are conducted by a member of the National Association of Professional Background Screeners or a competent industry-recognized company in the local jurisdiction.

B. Training

RingCentral will ensure that all employees including contractors:

- i. Complete annual training to demonstrate familiarity with RingCentral's security policies.
- ii. Complete annual training for security and privacy requirements, including CyberSecurity awareness, GDPR, and CCPA.
- iii. Have the reasonable skill and experience suitable for employment and placement in a position of trust within RingCentral.

C. Workstation Security

RingCentral ensures that:

- i. RingCentral employees either use RingCentral owned and managed devices in the performance of their duties or Bring Your Own Device (BYOD) device.
- ii. All devices, whether RingCentral owned and managed or Bring Your Own Device (BYOD) device, are enrolled in the full RingCentral managed device program.

D. Data Loss Prevention

RingCentral employs a comprehensive system to prevent the inadvertent or intentional compromise of RingCentral data and Protected Data.

E. Due Diligence Over Sub-Contractors

RingCentral will:

- i. maintain a security process to conduct appropriate due diligence prior to engaging sub-contractors.
- ii. assess the security capabilities of any such sub-contractors on a periodic basis to ensure subcontractors' ability to comply with the Measures described in this document.

- iii. apply written information security requirements that oblige sub-contractors to adhere to RingCentral's key information security policies and standards consistent with and no less protective than these Measures.

F. Non-Disclosure

RingCentral ensures that employees and contractors/sub-contractors who process Protected Data are bound in writing by obligations of confidentiality.

6. Physical Security

A. General

RingCentral:

- i. Restricts access to, controls, and monitors all physical areas where RingCentral Services process Protected Data ("**Secure Areas**").
- ii. Maintains appropriate physical security controls on a 24-hours-per-day, 7-days-per-week basis ("**24/7**").
- iii. Revokes any physical access to Secure Areas promptly after the cessation of the need to access buildings and system(s).
- iv. Performs review of access rights on at least an annual basis.

B. Access and Authorization Processes

RingCentral maintains a documented access authorization and logging process. The authorization and logging process will include at minimum:

- i. Reports detailing all access to Secure Areas, including the identities and dates and times of access.
- ii. Reports to be maintained for at least one year as allowed by law.
- iii. Video surveillance equipment to monitor and record activity at all Secure Areas entry and exit points on a 24/7 basis to the extent permitted by applicable laws and regulations.
- iv. Video recording to be maintained for at least 30 days or per physical location provider's policies.

C. Data Centers

To the extent that RingCentral is operating or using a data center, RingCentral ensures that physical security controls are in alignment with industry standards such as ISO 27001 and SSAE 16 or ISAE 3402 or similar standard including:

- i. Perimeter security including fencing/barriers and video surveillance.
- ii. Secure access including security guard/reception.
- iii. Interior access controlled through RFID cards, 2FA, anti-tailgating controls.
- iv. Redundant utility feeds and support for continuous delivery through backup systems.
- v. Redundant network connection from multiple providers.

7. Logical Security

A. User Identification and Authentication

RingCentral:

- i. Maintains a documented user management lifecycle management process that includes manual and/or automated processes for approved account creation, account removal and account modification for all Information Resources and across all environments.
- ii. Ensures that RingCentral users have an individual accounts for unique traceability.
- iii. Ensures that RingCentral users do not use shared accounts; where shared accounts are technically required controls are in place to ensure traceability.
- iv. RingCentral user passwords are configured aligned with current NIST guidance.

For the customer facing applications, Customers may choose to integrate with SSO (Single Sign on) so that Customer retains control over their required password settings including Customer's existing MFA/2FA solutions.

B. User Authorization and Access Control

RingCentral:

- i. Configures remote access to all networks storing or transmitting Protected Data to require multi-factor authentication for such access.
- ii. Revokes access to systems and applications that contain or process Protected Data promptly after the cessation of the need to access the system(s) or application(s).
- iii. Has the capability of detecting, logging, and reporting access to the system and network or attempts to breach security of the system or network.

RingCentral employs access control mechanisms that are intended to:

- i. Limit access to Protected Data to only those Personnel who have a reasonable need to access said data to enable RingCentral to perform its obligations under the Agreement.
- ii. Prevent unauthorized access to Protected Data.
- iii. Limit access to users who have a business need to know.
- iv. Follow the principle of least privilege, allowing access to only the information and resources that are necessary.
- v. Perform review access controls on a minimum annual basis for all RingCentral's systems that transmit, process, or store Protected Data.

8. Telecommunication and Network Security

A. Network Management

RingCentral:

- i. Maintains network security program that includes industry standard firewall protection and two-factor authentication for access to RingCentral's networks.
- ii. Deploys an Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) to generate, monitor, and respond to alerts which could indicate potential compromise of the network and/or host.
- iii. Monitors web traffic from the Internet and from internal sources to detect cyber-attacks including Distributed Denial of Service (DDoS) attacks against web sites / services and to block malicious traffic.

B. Network Segmentation

RingCentral:

- i. Implements network segmentation between the corporate enterprise network and hosting facilities for Services.
- ii. Ensures separation between environments dedicated to development, staging, and production.
- iii. Restricts access between environments to authorized devices.
- iv. Controls configuration and management of network segregation and firewall rules through a formal request and approval process.

C. Network Vulnerability Scanning

RingCentral:

- i. Runs internal and external network vulnerability scans against information processing systems at least quarterly.
- ii. Evaluates findings based on (where applicable) CVSS score and assessment of impact, likelihood, and severity.
- iii. Remediates findings following industry standard timelines.

9. Operations Security

A. Asset Management

RingCentral:

- i. Maintains an accurate and current asset register covering hardware and software assets used for the delivery of services.
- ii. Maintains accountability of assets throughout their lifecycle.
- iii. Maintains processes to wipe or physically destroy physical assets prior to their disposal.

B. Configuration Management

RingCentral:

- i. Maintains baseline configurations of information systems and applications based on industry best practices including:
 - a. Removal of all vendor-provided passwords.
 - b. Remove/disable unused services and settings.
 - c. Anti-malware/endpoint protection as technically feasible.
- ii. Enforces security configuration settings for systems used in the provision of the Services.
- iii. Ensures that clocks of all information processing systems are synchronized to one of more reference time sources.

C. Malicious Code Protection

- i. To the extent practicable, RingCentral has endpoint protection in place, in the form of Endpoint Detection and Response (EDR) and/or antivirus software, installed and running on servers and workstations.
- ii. EDR alerts are monitored, and immediate action is taken to investigate and remediate any abnormal behavior.
- iii. Where used, antivirus software will be current and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.

D. Vulnerability, Security Patching

RingCentral:

- i. Monitors for publicly disclosed vulnerabilities and exposures for impact to Supplier's information systems and products.
- ii. Ensures quality assurance testing of patches prior to deployment.
- iii. Ensures that all findings resulting from network vulnerability scanning and relevant publicly disclosed vulnerabilities and exposures are remediated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Logging and Monitoring

RingCentral shall ensure that:

- i. All systems, devices or applications associated with the access, processing, storage, communication and/or transmission of Protected Data, generate audit logs.
- ii. Access to Protected Data is logged.
- iii. Logs include sufficient detail that they can be used to detect significant unauthorized activity.
- iv. Logs are protected against unauthorized access, modification, and deletion.
- v. Logs are sent to a centralized location for aggregation and monitoring.

10. Software Development and Maintenance

A. Secure Development Lifecycle

RingCentral:

- i. Applies secure development lifecycle practices, including, during design, development, and test cycles.
- ii. Ensures that products are subject to security design review including threat considerations and data handling practices.

- iii. Ensures that Services are subject to a secure release review prior to promotion to production.

B. Security Testing

As part of the secure development lifecycle, RingCentral:

- i. Performs rigorous security testing, including, as technically feasible:
 - a. static code analysis.
 - b. source code peer reviews.
 - c. dynamic and interactive security testing.
 - d. security logic, or security “QA” testing.
- ii. Ensures that Internet-facing applications are subject to application security assessment reviews and testing to identify common security vulnerabilities as identified by industry-recognized organizations (e.g., OWASP Top 10 Vulnerabilities, CWE/SANS Top 25 vulnerabilities).
- iii. For all mobile applications (i.e. running on Android, Blackberry, iOS, Windows Phone) that collect, transmit or display Protected Data, conducts an application security assessment review to identify and remediate industry-recognized vulnerabilities specific to mobile applications.
- iv. Does NOT use Protected Data for testing.
- v. Makes all reasonable effort to identify and remediate software vulnerabilities prior to release.

C. Annual Penetration Testing

RingCentral:

- i. Engages qualified, independent third-party penetration testers to perform annual penetration test against its Products and environments where Protected Data is hosted.
- ii. Requires sub-processors to perform similar penetration testing against their systems, environments, and networks.
- iii. Ensures remediation of all findings in a commercially reasonable period of time.

D. Product Vulnerability Management

RingCentral:

- i. Uses commercially reasonable efforts to regularly identify software security vulnerabilities in RingCentral Services.
- ii. Provides relevant updates, upgrades, and bug fixes for known software security vulnerabilities, for any software provided or in which any Protected Data is processed.
- iii. Ensures that all findings resulting from internal and external testing are evaluated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Open Source and Third-Party Software

RingCentral:

- i. Maintains an asset registry of all third-party software (TPS) and open-source software (OSS) incorporated into the Services.
- ii. Uses commercially reasonable efforts to ensure the secure development and security of open-source software and third-party software used by RingCentral.
- iii. Uses commercially reasonable efforts to evaluate, track and remediate vulnerabilities of open-source software (OSS) and other third-party libraries that are incorporated into the Services.

11. Data Handling

A. Data Classification

RingCentral maintains data classification standards including:

- i. Public data, data that is generally available or expected to be known to the public.

- ii. Confidential data, data that is not available to the general public.

Protected Data is classified as RingCentral Confidential Data.

B. Data Segregation

RingCentral:

- i. Ensures physical or logical segregation of Protected Data from other customers' data.
- ii. Ensures physical separation and access control to segregate Protected Data from RingCentral data.

C. Encryption of Data

RingCentral:

- i. Shall ensure encryption of Protected Data in electronic form in transit over all public wired networks (e.g., Internet) and all wireless networks (excluding communication over Public Switch Telephone Networks).
- ii. Excepting the Engage Communities feature of Engage Digital, shall ensure encryption of Protected Data in electronic form when stored at rest.
- iii. Uses industry standard encryption algorithms and key strengths to encrypt Protected Data in transit over all public wired networks (e.g., Internet) and all wireless networks.

D. Destruction of Data

RingCentral shall:

- i. Ensure the secure deletion of data when it is no longer required.
- ii. Ensure that electronic media that has been used in the delivery of Services to the Customer will be sanitized before disposal or repurposing, using a process that assures data deletion and prevents data from being reconstructed or read.
- iii. Destroy any equipment containing Protected Data that is damaged or non-functional.

12. Incident Response

RingCentral's incident response capability is designed to comply with statutory and regulatory obligations governing incident response. As such, RingCentral:

- A. Maintains an incident response capability to respond to events potentially impacting the confidentiality, integrity and/or availability of Services and/or data including Protected Data.
- B. Has a documented incident response plan based on industry best practices.
- C. Has a process for evidence handling that safeguards the integrity of evidence collected to including allowing detection of unauthorized access to.
- D. Will take appropriate steps and measures to comply with statutory and regulatory obligations governing incident response.

When RingCentral learns of or discovers a security event which impacts Protected Data, RingCentral will notify Customer without undue delay and will take commercially reasonable steps to isolate, mitigate, and/or remediate such event.

13. Business Continuity and Disaster Recovery

A. Business Continuity

RingCentral:

- i. Ensures that responsibilities for service continuity are clearly defined and documented and have been allocated to an individual with sufficient authority.
- ii. Has a business continuity plan (BCP) in place designed to provide ongoing provision of the Services to Customer.
- iii. Develops, implements, and maintains a business continuity management program to address the needs of the business and Services provided to the Customer. To that end, RingCentral completes a minimum level of business impact analysis, crisis management, business continuity, and disaster recovery planning.

- iv. Ensures that the scope of the BCP encompasses all relevant locations, personnel and information systems used to provide the Services.
- v. Ensure that its BCP includes, but is not limited to, elements such location workarounds, application workarounds, vendor workarounds, and staffing workarounds, exercised at minimum annually.
- vi. Reviews, updates, and tests the BCP at least annually.

B. Disaster Recovery

RingCentral:

- i. Maintains a disaster recovery plan, which includes, but is not limited to, infrastructure, technology, and system(s) details, recovery activities, and identifies the people/teams required for such recovery, exercised at least annually.
- ii. Ensures that the disaster recovery plan addresses actions that RingCentral will take in the event of an extended outage of service.
- iii. Ensures that its plans address the actions and resources required to provide for (i) the continuous operation of RingCentral, and (ii) in the event of an interruption, the recovery of the functions required to enable RingCentral to provide the Services, including required systems, hardware, software, resources, personnel, and data supporting these functions.



CHANGE ORDER FORM

This Change Order Form (“**Change Order**”), amends the previous Order Forms placed under the agreement between RingCentral, Inc. (“**RingCentral**”) and **County of Delaware** (“**Customer**” or “**You**”) (together the “**Parties**”), for the purchase of the Services, licenses, and products listed herein. This Change Order is subject to and incorporates the terms and conditions of the separate written agreement, executed by the Parties governing the purchase of the Services described in this Change Order. The Parties agree to amend the quantities, Services, products, pricing and terms specifically set forth below. All other terms and conditions not expressly contained herein shall remain unchanged and in full effect. Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral Office is now RingCentral MVP. All references to “RingCentral Office”, whether in terms of service, advertising or product descriptions, mean “RingCentral MVP”.

Customer

County of Delaware

201 W Front St
Media, PA 19063
United States

John Becht

bechtj@co.delaware.pa.us
Customer UID: 2249527015

Service Provider

RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Any new Services ordered under this Change Order will begin on the Start Date set forth below and will run coterminously with the Initial Term and Renewal Term previously agreed between the Parties, unless modified. Billing for incremental services will commence on the Start Date and will be invoiced on the same billing cycles as any preexisting Services. Other fee adjustments may not be effective until your next monthly service cycle.

Service Commitment Period

Start Date for Items Added in this Change Order: March 15, 2024.

Initial Term: 36 Months Starting on March 15, 2024

Renewal Term: 36 Months

Payment Schedule: Previous: Monthly, New: Monthly

RingCentral MVP Services

Recurring Services						
Summary of Service	Existing Qty	Additional Qty (+/-)	Total Qty	Rate**	Change in Service	Subtotal
DigitalLine Unlimited Standard	1,162	1,838	3,000	\$11.50	\$18,243.62	\$34,500.00
DigitalLine Unlimited Standard				\$7.50		
Compliance and Administrative Cost Recovery Fee				\$3.00		
e911 Service Fee				\$1.00		
Domestic Rooms Phone Line Add-On	0	0	2	\$18.99	\$0.00	\$37.98
Domestic Rooms Phone Line Add-On				\$14.99		
Compliance and Administrative Cost Recovery Fee				\$3.00		
e911 Service Fee				\$1.00		
Common Phone Standard	11	0	11	\$4.00	\$0.00	\$44.00
Common Phone Standard				\$0.00		
Compliance and Administrative Cost Recovery Fee				\$3.00		
e911 Service Fee				\$1.00		
DigitalLine Basic	11	0	11	\$4.99	-\$44.00	\$54.89
DigitalLine Basic				\$0.99		
Compliance and Administrative Cost Recovery Fee				\$3.00		
e911 Service Fee				\$1.00		
RingCentral Rooms License	2	0	2	\$49.00	\$0.00	\$98.00
Room Connector License	2	0	2	\$49.00	\$0.00	\$98.00
Live Reports License	7	3	10	\$10.00	-\$75.00	\$100.00
10DLC TCR SMS Registration - Conversational High Volume	2	0	2	\$10.00	\$0.00	\$20.00
Push to Talk Basic	23	0	23	\$5.00	\$0.00	\$115.00
Additional Local Number	243	0	243	\$0.10	-\$216.27	\$24.30
Monthly Recurring Services*						\$35,092.17

One-Time Items			
Summary of Item(s)	Qty	Rate	Subtotal
Polycom IP 6000 Conference Phone	10	\$244.65	\$2,446.50
Polycom VVX 350 Business IP Phone	290	\$81.90	\$23,751.00
Poly Edge E100 IP Phone	1,500	\$35.00	\$52,500.00
One-Time Total*			\$78,697.50

Please note that if you downgrade or upgrade your entire MVP plan (i.e, from Standard to Premium, or Advanced to Core), your previous plan will not show on this change order, only your new plan will be shown.

Total Initial Amount	\$113,789.67
-----------------------------	---------------------

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

**RingCentral will renew Customer at these monthly rates for its first renewal term in March 2027.

Cost Center Billing

For customers with cost center billing, it is the customer’s responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer’s responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Add-on Services. RingCentral offers add-on services (where available), which are described at <https://www.ringcentral.com/legal/add-on-services.html>.

IN WITNESS WHEREOF, the Parties have executed this Change Order Form above through their duly authorized representatives.

Customer
County of Delaware

RingCentral
RingCentral, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

RingCentral Professional Services Statement of Work

This RingCentral Professional Services Statement of Work is executed by RingCentral, Inc. ("**RingCentral**"), and **County of Delaware** (the "**Customer**") on this _____, ____ (the "**SOW**"). This SOW is incorporated into the Master Services Agreement dated _____, between the parties (the "**MSA**"). In the event of a conflict between this SOW and the MSA, this SOW shall control.

Customer:	County of Delaware
Quote/SOW Number:	U2024-02977524
One-Time Implementation Services:	USD \$126,000.00
Hardware	USD \$6,200.00

SOW Expiration: This SOW, and all applicable pricing related to it, is valid if signed by Customer on or before March 31st, 2024, after which pricing is subject to change, and a revised SOW may be required. However, RingCentral may elect to provide the work at the applicable pricing after the expiration date listed above, should they execute this SOW.

Table 1: Project Phasing

Phase Number	Phase Name	SOW Detail	Phase Total (USD \$) <i>Excluding taxes & fees</i>
1	Core Implementation	Users: 2000 Unique Sites: 20 Network Readiness Assessment: 1 Additional porting for Centrex	USD \$124,560.00
2	Training Package	Remote Training – up to 4 hours	USD \$1,440.00
3	Hardware	Persist Hardware Details: Qty (2) AudioCodes M500L	USD \$6,200.00
		Project Total	USD \$132,200

A. Scope

1. Project Management

- i. Assignment of a designated Project Manager (“PM”) – For a period of up to 6 months, the RingCentral PM will act as Single Point of Contact for delivery services following the Project Management Institute (PMI) standard methodology. The RingCentral Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):
 - i. Schedule internal and external kickoff session hosted by RingCentral
 - ii. Create and manage the project governance, to include
 - a. Project plan and schedule
 - b. Communication plan, resource plan, escalation plan, change plan, test plan
 - c. Action and risk register
 - iii. Complete resource assignment and scheduling in alignment with project schedule
 - iv. Set up project documentation and timelines in collaboration with designated Customer Single Point of Contact
 - v. Identify, communicate, and mitigate project risks and issues
 - vi. Ensure alignment of scope of services with customer expectations during kickoff
 - vii. Develop, review, authorize, implement, and manage change requests and interventions (Change Management)
 - viii. Facilitate and lead regular status update meetings, organize planning sessions, and plan Customer steering committee meetings, as applicable
 - ix. Complete scoped implementation and go live support; and
 - x. Perform closure procedures at the conclusion of project activities

2. RingCentral MVP Planning and Design

- i. RingCentral Planning and Design (“P&D”) and Business Requirements Document (“BRD”)
 - a. RingCentral will initiate the Planning and Design process and introduce the Business Requirements Document to the Customer at the beginning of the project which will consist of structured planning activities to support the entitlements outlined in the table below:

Table 2: Entitlements

Scope	Counts
Remote Project Duration	Up to 6 months
Users	Up to 2000
Sites / User Groups with Unique Call flows	Up to 20
Training Package(s)	Up to 4 hours

- b. RingCentral has included up to 20 Planning and Design sessions for this project. Customer will provide required data and contribute to the universal design documentation across all lines of business / business units.
 - c. Details within the data collection include:
 - Customer Site Information
 - User Upload
 - Data collection for End-User and Administrator Training
 - Porting data
 - d. Unique call flow(s)
 - Configuration of one (1) main number
 - Up to three (3) call flows per site
 - Up to 5 custom rules per main number
 - Up to 2 menus (IVR) per main number
 - A combination of up to eight (8) call queues & ring groups per main number
 - e. Replicated Call flow(s)
 - Consists of a replica of a unique call flow except for phone numbers, extensions, and users within call queues & ring groups
 - f. Roles and Permissions
 - g. Delivery Overview
 - h. BRD completion
- ii. The completed BRD will be reviewed in detail and countersigned by both Customer's Project Manager and RingCentral's Project Manager prior to initiating the build activities.
 - iii. Additional data collection sessions are available for further breakout by country or user group via the Change Order process.

3. Network Readiness Assessment

- i. RingCentral will provide the Customer with one assessment of the Customer's primary Internet Service Provider (ISP) connection to and from RingCentral. This connection will be at the Customer's firewall (edge).
- ii. RingCentral's Network Engineer will provide the following:
 - a. RingCentral Network Requirements Documentation
 - b. Software installation guide
 - c. Assistance with software installation
 - d. Document and share results of network assessment for Customer reference
- iii. The following variables will be evaluated during the network assessment:
 - a. Network capacity and bandwidth utilization, including peak usage times and potential bottlenecks
 - b. Network topology and architecture, including firewalls, switches, and routers
 - c. Quality of Service (QoS) configuration and performance metrics, including latency, jitter, and packet loss
 - d. VoIP traffic analysis to identify potential issues and areas for improvement
 - e. Assessment of network performance during peak usage times
 - f. Recommendations for optimizing the network to improve VoIP performance and reliability
- iv. Site assessments not completed prior to Go-Live will result in the forfeiture of the assessment
- v. Additional network assessments or consultations are available via the Change Order process

4. RingCentral MVP User Interface ("UI") Build

- i. RingCentral will remotely configure the following parameters in the system ("UI Build ") based on the specifications agreed upon between the parties in the BRD.

- a. Up to the quantity of users identified in the Entitlement Table
- b. Up to the quantity of locations identified in the Entitlement Table
- c. Configure the required call flows by site or user groups
- d. Configure a maximum of ten (10) Call Queue or Ring Groups
 - Including up to ten (10) users for standard Report access, if applicable
- ii. RingCentral will perform quality assurance following final configuration prior to turning over the solution to the Customer to start User Acceptance Testing (UAT)
- iii. Customization of the above parameters is available via the Change Order process

5. Customer Telephone Porting

- i. RingCentral shall provide guidance on porting data collection and shall assist with submission of porting request(s)
- ii. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers
- iii. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each site or implementation/ go live event:
 - a. The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmission per location or ninety (90) days from submission, whichever occurs first
 - Any additional port rejections will be the responsibility of the Customer
 - Customer shall provide RingCentral all appropriate Letters of Authorization (“LOA”'s), billing information, and authorized signer for each location
 - Porting submissions will include numbers mapped to correct route as “company” numbers or Direct Dial phone numbers
 - b. The RingCentral Project Manager shall assist the Customer with submitting porting requests up to ten (10) business days following the final go live event, unless otherwise mutually agreed between the parties
 - The RingCentral Project Manager will remain engaged in support of these porting requests for 30 days or three rejections, whichever comes first
 - RingCentral will provide the Customer with an overview of the RingCentral portal for porting tasks
 - Following the ten (10) day post go-live period, Customer is responsible for submitting all new requests within the RingCentral portal
 - Any additional support required after the ten (10) day period can be obtained via a change order
 - Porting outside of project follows RingCentral Numbering Policy
<https://www.ringcentral.com/legal/policies/numbering-policy.html>

6. Customer User Acceptance Testing

- i. UAT Assumptions
 - a. During UAT, Customer will designate users to complete application testing in mock real-world scenarios to validate the RingCentral build matches the agreed upon design documentation
 - b. Customer will define the UAT criteria by phase. The mutually agreed upon test criteria will be recorded as an Appendix in the design documentation as the document of record prior to UAT execution

- If UAT criteria are not specified by Customer, the work is therefore deemed accepted and ready for go live upon notice from RingCentral that the work is complete and ready for testing
- c. Customer resources participating in UAT must complete all pre-recorded online training sessions for user, supervisor, and/or admin related to their role prior to starting UAT
 - Upon Customer request, RingCentral Implementation Engineer may provide up to one (1) hour of guided training to UAT participants specific to the test criteria
- d. Customer will document the outcome of all UAT scenarios in writing and will provide to RingCentral upon completion of testing
 - Any variation in expected results (errors, flaws, failures, adjustments) will be provided in writing to the RingCentral Project Manager for review and resolution
 - RingCentral will provide an expected variation resolution date and will advise customer to perform additional testing
- e. Upon successful completion of all UAT criteria, Customer will submit a final written notice to RingCentral prior to scheduling go live
 - RingCentral will append the design document output to include completed UAT criteria in the final published output document
- ii. UAT Requirements
 - a. Customer and RingCentral will enact a mutual software / code freeze prior to the start of SIT and UAT
 - b. Customer shall perform UAT within seven (7) calendar days of application handoff from RingCentral, unless otherwise mutually agreed upon in writing by both parties prior to the start of testing
 - c. Any Customer changes in software or code resulting in new application behaviors following written UAT completion and requiring troubleshooting or issue resolution will be handled via the Change Order process
 - d. Additional UAT support is available via the Change Order process

7. Remote Delivery and Go Live Services

- i. RingCentral will provide remote go live services as follows:
 - a. Delivery resource during remote Go Live events as defined in Appendix B
 - b. Document open issues in action log
 - c. Transition into support services
 - d. Perform closure procedures at the conclusion of project activitiesCustomer will place handsets at locations listed in Appendix B
 - RingCentral will provide instructions and best practices for handset placement, test, and endpoint registration

8. Phase 3: Persist Gateway

- 1. Persist Gateway Implementation: RingCentral Persist provides a set of users at a customer site the ability to dial extensions, make outbound calls, receive inbound calls, and supports emergency calling and callback in the event of Internet failure. RingCentral to implement two (2) Persist gateways for the location listed in Appendix C.

RingCentral will deliver the following remote services:

- Project Management
- Planning & design
 - Expected Use Cases

- Internal Ext-to-Ext Calls
- Shipment of hardware in advance install date
- RingCentral will remotely support Persist Gateway installation and testing.
- Add and configure Persist Gateway in RC Service Web
- Configuration changes related to call routing.
- Coordinate Inbound/Outbound testing.
- Up to two (2) hours of Go Live Support

Customer Responsibilities:

- On-Site set-up of Persist Gateway
- Rack, stack, and power gateway
- Connect Gateway to customer local LAN.
- Verify Gateway obtains IP via DHCP
- Verify Gateway contacts RingCentral Provisioning Server and pulls down configuration.
- Customer must connect the GW to a DHCP enabled network for initial configuration.
- DNS Address (Primary and Secondary) - This can be public DNS or customer specific.
- Provide a static IP address to RingCentral for Persist Gateway
- Provide ELIN Numbers - These are the numbers associated with the PSTN connections.
- Provide list of devices (IP Phones) that require a secondary registration for survivability.
- PSTN Connections
 - Order circuits to support Persist Gateway (Analog Lines or PRI)
 - Provide RingCentral with circuit provisioning information.
 - Extend circuits from DMARC to Persist Gateway
 - Terminate and Turn Up Circuits to Persist Gateway
- Place test calls from IP phones outbound and inbound to the PSTN telephone numbers.
- Provide remote access to Persist Gateways listed in Appendix C
- Complete User Acceptance Testing. (Use Cases, Inbound/Outbound routing)

9. Analog Gateways (Support)

- i. Technical Support is included with the above analog gateway hardware as follows:
 - a. AudioCodes Customer Technical Support (ACTS 24x7) for 36 months
 - b. Advance Hardware Replacement (AHR) for 36 months

10. RingCentral Training Services

i. RingCentral Online Product Training

- a. The following training resources are available to the customer for learning the RingCentral MVP product
- b. Online RingCentral product training includes:
 - Get Started videos and quick guides, available at <https://support.ringcentral.com/get-started.html>
 - Online training for users and administrators, available at RingCentral University – <https://university.ringcentral.com>
- c. For a list of paid instructor-led training courses offered, and detailed course descriptions, review the Live Training Catalog at <https://university.ringcentral.com/en-mvp-ilt-ringcentral-mvp-live-training>
- d. For information on how to purchase additional training (Remote and Onsite Instructor-led Courses), please contact your account representative or your client partner

ii. RingCentral MVP Product Training

- a. RingCentral Professional Services will provide resources to complete the following:
 - Up to four (4) hours of remote instructor-led training to be provided from the currently available RingCentral MVP Live Training Catalog.
 - Recommended classes include:
 1. RingCentral MVP User Basics (Duration: 50 minutes)
 2. RingCentral MVP Admin Basics (Duration: 1 hour 50 minutes)
- b. For an up to date list of instructor led training courses offered, and detailed course descriptions, review the Live Training Catalog at <https://university.ringcentral.com/en-mvp-ilt-ringcentral-mvp-live-training>.
- c. Training services expire 45 days after the final go live event. Any training time not used during this period will be forfeited.
- d. RingCentral MVP Product Training Information and Terms:
 - Unless otherwise stated, the training services cover the complete implementation project and are not provided for each phase of the implementation
 - Customer and RingCentral agree that sign-off for project completion shall not be withheld by Customer for delays in the scheduling of training services
 - Attendees must complete the prerequisites for each course, as shown in the course information on the instructor-led training catalog
 - RingCentral reserves the right to update the instructor-led training catalog at any time
 - Training courses cover RingCentral products exclusively and are based on a standard curriculum designed by RingCentral
 - Training sessions are hosted by a RingCentral instructor on the RingCentral platform
 - Training sessions are considered delivered if Customer cancels less than 24 hours prior to the scheduled training or is not present at the scheduled date and time
 - All training courses are delivered in English, unless otherwise specified

11. Hours of Operation

- a. Unless otherwise specified, pricing assumes that Services will be performed between 8:00 AM to 5:00 PM local time, Monday-Friday, excluding holidays (“Standard Service Hours”)
- b. Work requested to be performed outside Standard Services Hours will be subject to the RingCentral overtime rates and is available via the Change Order process.

12. Optional Services

- a. During the project, additional services may be ordered via the Change Order process as per the rates outlined in Appendix E.

B. Customer Responsibilities

1. Customer is responsible for the following:

- i. Authorizing the telephone number porting by RingCentral
- ii. LAN/WAN infrastructure
 - a. Network minimum requirements for RingCentral as a Service model
 - b. Quality of Service (QoS) configuration
 - c. Firewall or Access Control List (ACL) configuration

- iii. Power over Ethernet (POE) port activation / configuration
- iv. SMS Campaign Registration (TCR) <https://www.ringcentral.com/tcr>
- v. Configuration and software installation on Customer PCs
- vi. Decommission and disposal of any legacy equipment
- vii. Provide workspace for RingCentral onsite personnel, as applicable
- viii. Customizations on individual user endpoints, or phone settings
- ix. Overhead paging
- x. Postage Machines
- xi. Credit Card or Point of Sale (POS) Machines
- xii. Door buzzer or Automatic Door Controller
- xiii. Third party SIP phones
- xiv. Headsets
- xv. Analog Devices such as fax machines
- xvi. Third party Applications
- xvii. Input Registered E911/Emergency Services Address and location information to Service Web
 - a. This is critical information which is used by first responders in case of an emergency hence customer must ensure that the information they are adding to the Service Web is accurate. For more information, please refer to Appendix D

C. General Terms and Conditions

1. Professional Services Completion

- i. This SOW identifies the specific criteria required for the completion of each Project Phase (“Completion Criteria”). Upon RingCentral’s completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will notify the Customer of the completion of each individual Professional Services Project Phase. Upon receipt of such notification, Professional Services under such Project Phase will be considered completed in full and billable, in accordance with the terms of this SOW and the Master Services Agreement.
- ii. **Remove Language below unless specifically requested by customer.**
However, Customer may, within three (3) days of receipt, provide a rejection to the aforementioned completion notice from RingCentral, including a detailed description of the items that are outstanding or that are materially non-conforming with the Completion Criteria applicable to the specific Project Phase. If RingCentral timely receives a rejection notice, then RingCentral will complete or re-perform any portion of the non-conforming Professional Services and then re-submit the notice of completion to the Customer. If RingCentral timely receives from the Customer a second rejection notice, Parties will refer to the dispute resolution mechanisms contained in the MSA to, in good faith, come to a solution to the outstanding issue(s).

2. Invoicing and Payment

- i. **Invoicing and Payment of Professional Services Fees:** All amounts due under this SOW for Professional Services other than T&M Services, will be invoiced upon completion of the work or each phase identified in the “Phasing Table”. Payment shall be due in accordance with the applicable payment terms of the Master Services Agreement. T&M Services will be invoiced monthly in arrears. RingCentral retains the right to invoice for Users or Sites that have been deployed monthly.

3. Termination

- i. **Termination:** Either Party may terminate this SOW, in whole or in part, with thirty (30) days’ advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination

of one Project Phase will not result in the termination of, or otherwise affect, the rest of the SOW or any other Project Phase. No termination of any SOW, in whole or part, will result in the termination of any Services being provided under the MSA.

- ii. **Effect of Termination.** If this SOW, or a Project Phase, is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this SOW, Customer will be obligated to pay RingCentral for:
 - a. any Professional Services and T&M Services that have been rendered up until the effective date of the termination
 - b. all applicable Service Expenses incurred; and
 - c. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being canceled, if termination of the SOW or a Project Phase occurs within one hundred and eighty (180) days of execution of the SOW. If termination occurs after one hundred and eighty (180) days of execution of the SOW, Customer will owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being canceled.

4. Delays and Changes

- i. Changes to this SOW shall be made only by a mutually executed written change order between RingCentral and Customer (a "Change Order,") per the sample attached in Appendix C, outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties
- ii. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and/or additional fees
- iii. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees

5. Project Phasing

- i. The Professional Services may be delivered in one or more phases as set forth in this SOW
- ii. This SOW describes the milestones, objectives, deliverables, sites, fees, and other components that are included in the scope of each phase ("Project Phases")
- iii. Customer agrees that the delivery, installation, testing, acceptance, and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance, and payment for the Professional Services under any other Project Phase
- iv. Each Project Phase will be billed upon notification of phase completion, and payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

In Witness Whereof, the Parties have executed this Statement of Work below through their duly authorized representatives.

<u>Customer</u>	<u>RingCentral</u>
County of Delaware	RingCentral, Inc.
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Appendix A
Planning and Design Location

Planning and Design Location Address(s):	Up to # of Users
To be performed remotely	2000

Appendix B
Sites

Site	Full Address	Number of Users	Deployment Type	Number of Site Visits	Technician Days Onsite
Main	201 W Front St, Media, PA 19063	2000	Remote	0	0
TBD	TBD	N/A	Remote	N/A	N/A

**Appendix C
Sample Change Order Form**

This Change Order is subject to the SOW by and between Customer and RingCentral with the Effective Date listed below, establishes a change to the project scope or budget.

Effective Date of SOW:			
Project Name:	Request Date:	PO Number:	Quote Number:
Customer Name:	Requested By:	Requestor Phone:	Requestor email:

Customer Address:

Specific Details Explaining the Change:

Change 1

<u>Quantity:</u>	<u>Description:</u>	<u>Professional Services Cost:</u>
Change Order Total:		\$

Impact on Project Timeline and Scheduled Delivery Date:
Impact on SOW Pricing:

BY SIGNING BELOW, the Parties have each caused this Change Order to be signed and delivered by its duly authorized representative as of the date Customer signs below (the "Effective Date").

Customer

By: _____
 Signed: _____
 Title: _____
 Date: _____

RingCentral

By: _____
 Signed: _____
 Title: _____
 Date: _____

Appendix D

Registration of Address and Notification Information – Emergency Dialing.

Bulk uploading of user data, building extensions, etc. may require input of registered addresses and emergency notification information. By engaging RingCentral for implementation of the Services, Customer agrees to the following:

1. **Registered Address.** It is the Customer's obligation to maintain accurate emergency location information for each Digital Line on its Account. RingCentral will, on Customer's behalf, upload Customer's Users' registered addresses using a list of addresses provided by Customer.

2. **Emergency Notifications.** For Digital Lines located in the United States, Customer must input and maintain in Service Web a central location for the receipt of emergency notifications generated by its Users placing emergency calls (for further information about this obligation, [click here](#)). RingCentral will, as a part of the upload described in (A) above, also input Customer's emergency notification location, as directed by Customer.

3. **Customer's Representation and Warranty.** Customer represents and warrants that the registered addresses and emergency notification location are accurate and acknowledges that any subsequent change to the registered addresses must be carried out by Customer. Customer acknowledges that it may have its own independent legal obligation to ensure the accuracy of the above information and that RingCentral takes no responsibility for the accuracy of the information provided by Customer.

Appendix E Optional Services

Additional Network Assessments	Additional P&D Sessions	Admin Training	User Training	Go Live Support (Onsite)	Training Support (Onsite)
\$1,600	\$1,800 per day / per resource	\$800 per Two-Hour session	\$400 per One-Hour session	\$2,000 per day / resource	\$1,800 per day / resource



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: John Becht, Information Technology

ITEM TYPE: Purchase

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval to purchase Fresh Service for IT Asset Management and Service Tickets/Reporting in the amount of \$61,590.00 from Freshworks Inc.

EXPENSE BUDGET LINE ITEM ACCOUNT: 4668 9506 703001

ESTIMATED/ACTUAL COST OF REQUEST: \$61,590.00

FUNDING SOURCE: Capital

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: Fresh Service will assist us in keeping better track of IT Inventory and Life Cycle of equipment as well as provide us better reporting on Service Tickets and better reporting for the Auditors.

ATTACHMENTS:
[Delaware County 2024 Proposal.docx](#)

Service Order Form

CUSTOMER INFORMATION			
Billing Contact information		Shipping Contact Information	
Contact Name: John Becht		Contact Name (Shipping): John Becht	
Organization: Delaware County, Pennsylvania NA		Organization: Delaware County, Pennsylvania NA	
Email address: bechtj@co.delaware.pa.us		Email address: bechtj@co.delaware.pa.us	
Phone:		Phone:	
Bill-To Address: 201 W. Front Street, Media, PA, 19063, United States		Ship-To Address: 201 W. Front Street, Media, PA, 19063, United States	
Subscription Term Start Date:	February 20, 2024	Subscription Term End Date:	February 19, 2027
Subscription Term:	36 Months	Billing Frequency:	Annual
PO required on Invoice:	No	PO Number (If Applicable):	
Payment Method:	ACH	Payment Terms:	Net 30
Applicable Tax Registration:	Not Applicable	Tax Registration ID:	Not Applicable
Is Tax Exempt:	No		

Product Instance ID	Product Instance Domain	No. of Users
N/A	N/A	40

Annual

Type	Item Name	List Price	Discount %	Net price/Unit	Duration (months)	Quantity	Net Price
Product	Freshservice - Pro Annual	\$95.00	16%	\$79.80	12	40	\$38,304.00
Add-on	Freshservice - Assets (Pack of 500)	\$75.00	16%	\$63.00	12	6	\$4,536.00
						Discount	16%
						Total Price	\$42,840.00

One-Time

Type	Item Name	List Price	Net price/Unit	Duration (months)	Quantity	Net Price
Service	Freshservice Onboarding Gold	\$18,750.00	\$18,750.00	-	1	\$18,750.00
Total Price						\$18,750.00

Total Net Price:	\$61,590.00
-------------------------	--------------------

*The Fees captured in this Service Order Form is in USD currency.

COMMERCIAL TERMS

- The Subscription Term will automatically renew for successive terms unless terminated in accordance with the Terms of the Agreement.
- 16% discount offered for this subscription.

TERMS

- For any third-party offering or services purchased by a Customer (through the Freshworks Marketplace, provided directly by such third-party, or otherwise facilitated by Freshworks), shall be governed by the applicable customer agreement provided by such third-party and not the Agreement. Customer acknowledges that Freshworks is not responsible for such third party offering or services and Freshworks disclaims all liability resulting from the use of such third-party offering or services. For any third-party offering or services the Customer will have to renew the subscription for such third-party offering or services from the applicable service provider prior to the end of the billing end date.
- The continued activation of Customer's Account is based on the successful payment of the Fees.
- This Service Order Form is governed by the Freshworks Terms of Service found at <https://www.freshworks.com/terms/>, unless Customer has a written Freshworks master services agreement executed between Customer and Freshworks Inc. for the Services purchased hereunder, in which case such written Freshworks master services agreement will govern (in either case, the "Agreement").
- The Freshworks Products listed above may have supplemental terms associated with their use which are available at <https://www.freshworks.com/terms/supplemental-terms/>.
- By signing below, Customer represents that the signatory is a duly authorized agent of Customer and hereby waives all claims to the contrary.

Freshworks Inc.		Delaware County, Pennsylvania NA	
Name		Name	
Title		Title	
Signature	<u>X</u>	Signature	<u>X</u>
Date		Date	

STATEMENT OF WORK

This Statement of Work (the “SOW”) **No. FRSHW-249343 - Gold** is entered into by and between:

Freshworks	Customer
Freshworks Inc. , a Delaware corporation with offices at 2950 S. Delaware Street, Suite 201, San Mateo, CA 94403 (“ Freshworks ” which expression shall mean and include its successors and assigns).	Delaware County, Pennsylvania NA, a _____ corporation with offices at 201 W. Front Street, Media, PA, 19063, United States (“ Customer ” which expression shall mean and include its successors and assigns).
This Statement of Work (“SOW”), effective as of the last signature date noted below (“Effective Date”), is made pursuant and subject to the terms and conditions of the Agreement). Customer and Freshworks are individually referred to as “ Party ” and collectively as “ Parties ”.	

Section 1: Scope of Engagement

I. In-Scope for this Engagement:

- A. Freshworks' responsibilities will cover out-of-the-box features in-scope for the products mentioned in the Products in Scope table below, and are as defined in “Section 3” of this SOW.
- B. Custom work and migrations, if requested, are as covered in “Addendum A”.
- C. Customer’s responsibilities are as defined in the “Section 3” of this SOW.

II. Out-of-Scope for this Engagement:

- A. Any service or requirement that is not explicitly specified in the “Section 1 : Scope of Engagement” or Addendum A of this SOW is deemed to be out-of-scope for this SOW.

III. SOW Term:

- A. The term of this SOW begins on the Effective Date of this SOW and runs for one hundred eighty (180) calendar days (“**SOW Term**”).

Product(s) in Scope

Freshservice

Included and Optional Services

Services Included in the package	Implementation Package Name	Gold
	Duration in Continuous Weeks	Up to 10 weeks
	Pricing Model	Fixed fee
	Configuration and Out-of-the-Box Integration Ownership	Customer and Freshworks(Customer and Freshworks will jointly own and execute configuration and integrations, with Freshworks guidance)

	Instructor-led Remote Training	1 Admin training session for up to ninety (90) minutes and 2 Agent training sessions for up to sixty (60) minutes each. All training will be remote.
	Assigned Team from Freshworks	Engagement Manager (Project Management), and Technical Onboarding Specialist
	Number of Remote Meetings per Week	Up to two (2) meetings, each for up to fifty (50) minutes. All meetings will be remote.
	Deliverables	Project Plan, Completed configurations, Risks, Actions, Issues and Decisions (RAID) Log
Add-on / optional services that can be purchased additionally	Additional Weeks/Project Hours (beyond those outlined in section 2)	Pricing based on scope
	Additional Remote Training Session(S)	Pricing based on scope
	Migration, Bots, Custom applications or integrations that are not on Freshworks' Marketplace	Pricing based on scope

Section 2: Estimated Project Hours

The project hours listed refer to the total hours to be spent by Freshworks' resources which includes but is not limited to, calls, video conferences, or otherwise communicating with the customer as well as time spent by Freshworks working internally on the business purpose of the SOW.

Item Name	Estimated Project Hours
Freshservice Onboarding Gold	Up to 75 hours

Section 3: Engagement Phases, Duration and Responsibility Matrix

In this section, R stands for Responsible, A stands for Accountable, C stands for Consulted, and I stands for Informed

1. Responsible refers to the team or employee or company that does the work to complete the task.
2. Accountable refers to the team or employee accountable for the thorough completion of the task or activity or types of activities.
3. Consulted refers to the team or employee or company who can provide information for the task or activity or types of activities.

4. Informed refers to the team or employee or company that can or needs to be kept informed of progress.

Phase	Weeks	Activities	Freshworks	Customer
Planning and Management	1 to 10	Freshworks Project Management: <ul style="list-style-type: none"> • Create and maintain the project plan and RAID log. • Complete assignment of project tasks owned by Freshworks. • Ensure timely completion of deliverables owned by Freshworks. • Answer and provide clarifications to the Customer's questions. • Identify possible delays and key risks. 	AR	C
		Customer Project Management: <ul style="list-style-type: none"> • Provide input so that the project plan is aligned with the Customer's business needs, priorities, and org objectives. • Align Customer stakeholders on project goals, timelines, and deliverables. • Complete assignment of project tasks owned by the Customer. • Ensure active participation and availability of necessary stakeholders. • Ensure timely completion of deliverables owned by Customer and timely decision-making. This includes convening sessions with internal stakeholders outside of Freshworks working sessions as needed. • Identify possible delays and key risks. • Drive change management within Customer's company. 	C	AR
		Management of Customer Resources:	C	AR

		<ul style="list-style-type: none"> • Ensure active participation and availability of necessary stakeholders. • Convene sessions with internal stakeholders. • Align stakeholders. • Assign tasks and ownership. 		
Initiate	1 to 3	Present Freshworks methodology, framework, escalation matrix, and proposed governance model. Share Freshworks template for Customer to use to capture business requirements.	AR	C
		Present Customer’s business requirements in a format agreed to between the Parties by the end of week 3.	C	AR
		Schedule go-live, next steps, fallback plan, and alignment.	C	AR
Design and Configuration	2 to 6	<ul style="list-style-type: none"> • Provide technical solution recommendations based on the Customer’s business requirements. • Detail necessary requirements and logistics for the configuration exercise. • Validate solution design. 	AR	C
		Configure Freshworks Services (joint ownership between Freshworks and Customer).	AR	AR
Integrations (if applicable)	Based on Scope	<ul style="list-style-type: none"> • Provide requirements for the integration, including workflows, triggers, data mappings, and volume estimates. - • Provide developers with access to test and production environments. • Provide API documentation for third-party system(s) 	C	AR
		Review requirements, data flow, and logistics for integration.	AR	C
		Implement integration in development / UAT / Production (if required).	C	AR

Training	1 to 2 and 6 to 8	<ul style="list-style-type: none"> Identify the list of topics needed for training. Prepare and conduct training session(s) and for the set of individuals identified as super-users, key administrators, trainers, and product champions. 	AR	C
		<ul style="list-style-type: none"> Identify a set of individuals as key administrators, trainers, and product champions within the Customer's company. Prepare training materials for the larger set of users or agents within the Customer's company. Conduct training(s) for the larger set of users. 	C	AR
Testing	6 to 8	Provide guidance on how to execute UAT and functional testing.	AR	C
		Complete UAT and functional testing: Create and maintain a test plan, test execution, record results, and sign-off.	C	AR
Go-live and Hypercare	8 to 10	Provide Customer with go-live and rollout recommendations.	AR	C
		<ul style="list-style-type: none"> Convene necessary stakeholders from Freshworks' Support and Customer Success teams (as applicable) to initiate and complete the transition. Prepare necessary documentation for Freshworks' internal handover. 	AR	C

Section 4: General Assumptions

- All materials from Freshworks will be provided in the English language.
- Professional Services will be provided by Freshworks during standard business hours, on generally accepted days of operation within the relevant region where the Services are performed, excluding local holidays.
- The scope of this Agreement is limited to Professional Services only and does not include subscription to the Service, or address the purchase or supply of any other Freshworks Services or support services.
- Once Freshworks submits a completed deliverable to Customer, Customer has five (5) business days to respond to Freshworks that it is in receipt of such deliverable (“Acknowledgement Period”). Absence of a written response by Customer shall be deemed Customer’s acceptance of each completed deliverable. If

Customer rejects the completed deliverable within the Acknowledgement Period, Customer shall furnish Freshworks with sufficient written detail to clearly identify the reason for non-acceptance so that Freshworks can correct any material non-conformity. Freshworks will make reasonable efforts to address such non-conformity and receive acceptance from the customer within the duration of the engagement. Freshworks shall not be responsible for delays due to the lack of access, facilities, cooperation or information requested by Freshworks or changes to the approach or engagement services described in this SOW.

5. The Professional Services purchased pursuant to this SOW are non-cancellable, non-refundable except as set forth in the Agreement, and any included hours must be consumed in the time frame noted in this SOW.

6. Implementation of new features that are not a part of the Service offering described in the Documentation is out-of-scope for this Engagement. The list of modules and features the Customer can expect to be covered as a part of this engagement are as per the specific Service, plan or Item Name described on the applicable SOF; for example, features available under a top-tier Service plan may not be available under a lower-tier Service plan.

7. The scope of this engagement includes the estimated project hours described in Section 2 of this SOW. The hours allocated only cover the scope outlined in this SOW. Freshworks will track consumed hours and Customer may request to view the consumption of hours by contacting their assigned Freshworks onboarding specialist. Unused project hours are considered forfeited. Credits or refunds for unused hours will not be issued. Customer may not consume more than one-quarter of the total monthly hours allotted to Customer per calendar week without the written approval of Freshworks.

8. Additional charges may apply for scope changes, change requests, delays caused by Customer or its Affiliates, or events that Freshworks has no control over. Any such changes will be set forth in a change order. All charges associated with scope changes, change requests, or delays will be due on receipt of the invoice by the Customer. With prior approval from the Customer, all reasonable travel, meals, and living expenses for all Freshworks' personnel who travel or are supposed to travel in support of the Engagement shall be billable at cost and all such expenses shall be the sole responsibility of the Customer. Customer shall be charged for any travel expenses that cannot be canceled or refunded.

9. Freshworks may engage with subcontractors or system integration partners and other third parties for implementation, custom integrations, or data migration needs.

10. All services will be performed remotely unless otherwise agreed to by the Parties in advance. Any onsite services will be subject to expense reimbursement and potentially a change in the scope of services.

11. Data Migration assumptions (applies if data migration is in scope):

- All data provided by the Customer for migration must be in a readable CSV format as specified by Freshworks.
- For ticket migration, a “Ticket Record” is defined as one (1) of the following records: a company, contact, agent, ticket, note, comment, attachment.
- For asset migration, an “Asset Record” is defined as one (1) asset. For knowledge base migration, a record is defined as an article or attachment (for Freshdesk only).
- For problem migration, a “Problem Record” is defined as one (1) problem.
- For change migration, a “Change Record” is defined as one (1) change.

- For an API/XML-based migration, Freshworks will only support migration from one instance of Customer's legacy system to one Freshworks instance. The customer is also responsible for ensuring that the source system has the needed permissions and API limits.
- For CSV migration, the migration data must be provided in a single CSV file per record type (i.e., ticket migration, note migration, asset migration, knowledge base migration, etc.).
- Data migration services provided by Freshworks will not support any re-hosting of inline images or re-pointing of internal links. Any attachments on knowledge base articles will not be imported. Tags and keywords cannot be added to knowledge-base articles on import.
- Customer must have a data analyst (or similar type of resource) to provide data in the format required by Freshworks.
- Freshworks will not access Customer's legacy system or download migration files provided by the Customer; Customer is responsible for extracting the data and any data clean-up required.
- Freshworks will run only one production migration per given set of records or files.
- Migration across multiple Freshworks data centers is not in scope.
- Any callouts or issues must be identified during the test migration. Any requests to delete the migrated data in production and re-migrate the data will be considered as new scope.

12. Any custom or private development requiring additional hardware, software or platform resources, will need to be provided, paid for and hosted by the Customer and configured per Freshworks guidance. Bespoke or custom integrations, migrations, bots, and physical presence needed at Customer's site are all out of scope for this SOW, unless specifically included as in-scope.

13. If the Professional Services outlined in this SOW are not completed within the SOW Term due to material unresponsiveness of the Customer, the services in this SOW will be deemed completed. If the Professional Services outlined in this SOW are not completed within the SOW Term due to material unresponsiveness of Freshworks, Freshworks commits to furnish the deliverable that is in scope for this SOW along with the Customer.

14. Any add-ons that have been purchased in addition to what's included in the standard onboarding package must be consumed within the standard onboarding timeline.

15. Out-of-the-box features and functionality within the Freshworks Service are existing features within the scope of the current release of Freshworks Service deemed necessary for Go Live.

16. The Parties will mutually agree upon the final schedule of the project kick-off call, and the agreed date should be within thirty (30) days from the Effective Date of this SOW.

17. Upon delivery, the Provider bears no responsibility to continue enhancing any custom integrations due to deprecation/end-of-life of functionality in said 3rd-party systems, including but not limited to: deprecation of APIs, deprecation of SDK capabilities, changes to security policies, or deprecation of core system functionality.

18. Any enhancements not originally scoped under Addendum A must be requested as a Change Request; any costs of accommodating said Change Request will be borne by the Customer.

19. Configuration of Single Sign On integrations and IP whitelisting will be the Customer's responsibility, and Freshworks can provide necessary guidance upon request.

20. Customer will be responsible for the ongoing maintenance of any customizations, custom applications, or custom integrations that are developed by Freshworks on behalf of Customer.

Freshworks will only respond to queries pertaining to the Freshworks platform and APIs.

21. Unless agreed to in writing by the Parties, the configuration, integration or installation of any Third Party Services are the responsibility of Customer.

Addendum A: Detailed Scope

1. This Addendum is a part of the SOW.

Signatures for this SOW

IN WITNESS WHEREOF, the Parties hereto each acting with proper authority, for good and valuable consideration, and pursuant to the terms of the Agreement have executed this Statement of Work.

Freshworks Inc.		Delaware County, Pennsylvania NA	
Name		Name	
Title		Title	
Signature	<u>X</u>	Signature	<u>X</u>
Date		Date	

Addendum B : Change Request Form

Change Request Form	
Customer Name	
Customer Contact No.	
Customer Email:	
Date of Request	
Add-On or Change Requested	Migration (or) Bespoke Integration (or) Private App (or) Additional Training (or) Extended Engagement (or) Any other bespoke change requests
Detailed description for requested Change	
All other terms and conditions of the original SOW, unless requested to be modified and amended herein, shall remain in full force and effect.	
Reason for Change	
List all reasons	
Additional Information	
<i>As an authorized agent of Customer, I hereby acknowledge and request the Changes to the Engagement Services as outlined above.</i>	
Name:	
Date:	



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Danielle Floyd, Public Works

ITEM TYPE: Amendment

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval to execute the first amendment to the lease between the County of Delaware ("Landlord") and Main Line Healthcare ("Tenant") for use of 3,580 rentable square feet of space on the ground floor of the building located at 2 West Baltimore Avenue, Media, PA. The tenant will pay the base rent of \$133,963.60 plus common area maintenance fees for a term period of March 1, 2024 through February 28, 2029. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 01-9999-462014

ESTIMATED/ACTUAL COST OF REQUEST: \$133,963.60

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[Media First Amendment- MLHC Executed 2.22.24.pdf](#)

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “Amendment”) is made this 21st day of February, 2024 by and between **THE COUNTY OF DELAWARE IN THE COMMONWEALTH OF PENNSYLVANIA**, a body corporate and politic (“Landlord”), successor-in-interest to J & T Building Company L.P., and **MAIN LINE HEALTHCARE**, a Pennsylvania nonprofit corporation (“Tenant”).

BACKGROUND

Pursuant to a certain Lease dated June 11, 2018 (the “Existing Lease”), Landlord leases to Tenant approximately 3,580 rentable square feet of space commonly referred to as Suite 101 (the “Premises”) located on the ground floor of the building located at 2 West Baltimore Avenue, Media, Pennsylvania (the “Building”).

Landlord and Tenant now desire to further amend the Existing Lease on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, covenant and agree as follows:

1. **Incorporation of Background; Undefined Terms.** The Background provisions set forth above are hereby incorporated herein by reference. All capitalized terms used herein without definition shall have the same meanings given to such terms in the Existing Lease. The Existing Lease as amended hereby is hereinafter referred to as the “Lease”.

2. **Extension of Term.** The term of the Lease (the “Term”), which is scheduled to expire on February 29, 2024, is hereby extended until 11:59 pm (local time) on February 28, 2029, unless sooner terminated in accordance with the terms of the Lease. The period from March 1, 2024, through February 28, 2029, is sometimes referred to herein as the “Renewal Term.” Tenant’s occupancy of the Premises during the Renewal Term shall be on the same terms and conditions as the Existing Lease except as otherwise set forth in this Amendment. All references to the Term, Demised Term or Basic Term in the Lease shall be deemed to mean the Term as extended by the Renewal Term. **Section 4** of the Existing Lease is hereby deemed deleted therefrom and Tenant shall have no further rights or options to renew or extend the Term of the Lease. Notwithstanding the immediately preceding sentence, during the period from January 1, 2026 to March 31, 2026, Tenant may notify Landlord in writing if Tenant desires to further extend the Term and within thirty (30) days of receipt of any such notice Landlord shall notify Tenant if Landlord is willing to consider such an extension of the Term (and upon what conditions), but the granting of any such extension shall be at Landlord’s sole and absolute discretion.

3. **Base Rent During the Renewal Term.** Effective as of March 1, 2024, Tenant shall pay Fixed Minimum Rent for the Premises in accordance with the following schedule:

PERIOD	BASE RENT/SQ. FT./YR	ANNUAL BASE RENT	MONTHLY BASE RENT
March 1, 2024 - February 28, 2029	\$37.42	\$133,963.60	\$11,163.63

For the avoidance of doubt, all such Base Rent shall be payable in advance, without demand, deduction or offset in lawful money of the United States of America on or before the first day of each calendar month.

4. **Repainting of the Premises.** Landlord shall provide Tenant with an allowance in an amount not to exceed Ten Thousand Dollars (\$10,000.00) (the “Painting Allowance”). Such Painting Allowance may be used by Tenant solely for purposes of covering costs of any repainting of the Premises by Tenant and shall be payable by Landlord to Tenant within thirty (30) days after submission to Landlord of (a) a paid invoice from the contractor performing the Painting Work, and (b) a lien release from such contractor evidencing payment in full to such contractor of all costs associated with such painting work. Landlord shall have no obligation to pay Tenant any portion of the Painting Allowance that Tenant has not requested from Landlord in accordance with the foregoing requirements by July 1, 2024, and in no event shall Tenant be entitled to any unused balance of such Painting Allowance by means of a rent credit or otherwise.

5. **Condition of the Premises.** Tenant acknowledges and agrees that (a) Tenant currently occupies the Premises, and, subject to Landlord’s performance of the Cleaning Work (as hereinafter defined), accepts the Premises for the Renewal Term in its “as-is”, “where-is” condition, with all faults, and (b) Tenant is not entitled to (and will not receive) any improvement allowance or other allowance or similar concession from Landlord in connection with the Renewal Term other than the Painting Allowance. By no later than June 1, 2024, Landlord shall, at its sole cost and expense, cause all carpets in the Premises to be steam cleaned and all VCT tile to be thoroughly cleaned (the “Cleaning Work”). Landlord and Tenant shall coordinate the times when the Cleaning Work will be performed, and Landlord shall cause such Cleaning Work to be performed outside of normal business hours.

6. **Base Amounts; Timing for Delivery of Statement Setting Forth Real Estate Taxes.**

(a) From and after March 1, 2024, as used in the Lease (i) the phrase “Base Operating Cost per Square Foot” shall mean the total actual Operating Expenses for calendar year 2023 divided by the Rentable Area of the Building, and (ii) the phrase “Base Tax Per Square Foot” shall mean the total actual Real Estate Taxes payable in calendar year 2023 divided by the Rentable Area of the Building.

(b) From and after the date hereof, Landlord shall not be required to deliver to Tenant the real estate tax statement referenced in **Section 7(c)** of the Existing Lease until April 15 of each calendar year during the Term (which statement shall be with respect to Real Estate Taxes incurred in the prior calendar year).

7. **Notice Addresses.** Effective as of the date hereof, Landlord and Tenant hereby confirm that their addresses for purposes of notice under the Lease are as follows:

(a) Tenant's notice address is:

Main Line Health Real Estate Operations
240 N. Radnor-Chester Road, Suite 270
Radnor, PA 19087
Attn: Real Estate Asset Manager – MLHC

With a copy to:

Main Line Health, Inc.
Legal Department
First Floor, D Wing
130 S. Bryn Mawr Avenue
Bryn Mawr, PA 19010

Tenant's address for billing purposes is:

Main Line HealthCare
Building H, Suite 160
3803 West Chester Pike
Newtown Square, PA 19083
Attn: Finance

(b) Landlord's notice address is:

Delaware County
Government Center, 2nd Floor
201 W. Front Street
Media, PA 19063
Attn: Office of the Solicitor

8. **Holdover.** Anything to the contrary contained in **Section 31** of the Existing Lease notwithstanding, if Tenant holds over in the Premises after the expiration of the Term of the Lease without the written consent of Landlord, without limiting any of Landlord's rights to terminate such holdover tenancy as set forth in such **Section 31**, Tenant shall pay Landlord monthly rental during the period of such holdover at a rate equal to 150% of the monthly rental payable by Tenant at the expiration of the Term of the Lease immediately prior to such holdover (and for these purposes the monthly Base Rent payable by Tenant immediately prior to such holdover shall be deemed to be \$11,664.71 per month). In no event shall the collection of the foregoing holdover rent preclude Landlord from recovering all other direct damages, costs and expenses sustained by Landlord by reason of the unlawful retention of the Premises by Tenant.

9. **Restatement of Confession of Judgment.** Tenant hereby ratifies, confirms and reaffirms in all respects the provisions for confession of judgment contained in **Section 24** of the Existing Lease, and restates as follows:

LANDLORD SHALL HAVE THE FOLLOWING RIGHTS TO CONFESS JUDGMENT AGAINST TENANT AND ALL PERSONS CLAIMING THROUGH TENANT, FOR POSSESSION OF THE PREMISES.

WHEN THE LEASE SHALL BE TERMINATED BY REASON OF A DEFAULT BY TENANT OR ANY OTHER REASON WHATSOEVER, EITHER DURING THE ORIGINAL TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF, AND ALSO WHEN THE ORIGINAL TERM OF THE LEASE OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY TO APPEAR FOR TENANT IN ANY AND ALL SUITS OR ACTIONS WHICH MAY BE BROUGHT FOR POSSESSION AND/OR EJECTMENT AND AS ATTORNEY FOR TENANT TO CONFESS JUDGEMENT IN EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE PREMISES, FOR WHICH THE LEASE SHALL BE LANDLORD'S SUFFICIENT WARRANT. UPON SUCH CONFESSION OF JUDGEMENT FOR POSSESSION, IF LANDLORD SO DESIRES, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDINGS WHATSOEVER. IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED, THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES SHALL REMAIN IN OR BE RESTORED TO TENANT, THEN LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT OR CONTINUING DEFAULT OR DEFAULTS, OR AFTER EXPIRATION OF THE LEASE OR UPON TERMINATION OF THIS LEASE AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE PREMISES.

IN ANY ACTION OF EJECTMENT, LANDLORD SHALL CAUSE TO BE FILED IN SUCH ACTION AN AFFIDAVIT MADE BY LANDLORD OR SOMEONE ACTING FOR LANDLORD SETTING FORTH THE FACTS NECESSARY TO AUTHORIZE THE ENTRY OF JUDGMENT, OF WHICH FACTS SUCH AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE. IF A TRUE COPY OF THE LEASE SHALL BE FILED IN SUCH ACTION (AND THE TRUTH OF THE COPY AS ASSERTED IN THE AFFIDAVIT OF LANDLORD SHALL BE SUFFICIENT EVIDENCE OF SAME), IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL LEASE AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.

TENANT EXPRESSLY AGREES, TO THE EXTENT NOT PROHIBITED BY LAW, THAT ANY JUDGMENT, ORDER OR DECREE ENTERED AGAINST IT BY OR IN ANY COURT OR MAGISTRATE BY VIRTUE OF THE POWERS OF ATTORNEY CONTAINED IN THE LEASE SHALL BE FINAL, AND THAT TENANT WILL NOT TAKE AN APPEAL, CERTIORARI WRIT OF ERROR, EXCEPTION OR OBJECTION TO THE SAME, OR FILE A MOTION OR RULE TO STRIKE OFF OR OPEN TO STAY EXECUTION OF THE SAME, AND RELEASES TO LANDLORD AND TO ANY AND ALL ATTORNEYS WHO MAY APPEAR FOR TENANT ALL ERRORS IN SUCH PROCEEDINGS AND ALL LIABILITY THEREFORE.

THE RIGHT TO ENTER JUDGMENT AGAINST TENANT AND TO ENFORCE ALL OF THE OTHER PROVISIONS OF THE LEASE HEREIN PROVIDED FOR, AT THE OPTION OF ANY ASSIGNEE OF THIS LEASE MAY BE EXERCISED BY ANY ASSIGNEE OF LANDLORD'S RIGHT, TITLE AND INTEREST IN THIS LEASE IN TENANT'S OWN NAME. TENANT HEREBY WAIVES ANY AND ALL THE LAWS REGULATING THE MANNER AND/OR FORM IN WHICH SUCH ASSIGNMENTS SHALL BE EXECUTED AND WITNESSED.

TENANT ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED BY COUNSEL IN CONNECTION WITH THE LEASE, THAT IT HAS READ AND DISCUSSED WITH SUCH COUNSEL THE PROVISIONS HEREIN RELATING TO CONFESSION OF JUDGMENT, AND THAT IT UNDERSTANDS THE NATURE AND CONSEQUENCES OF SUCH PROVISIONS.

Initials on behalf of Tenant:

^{DS}
EM

10. **Brokers.** Landlord and Tenant each warrants to the other that it has not had any contact or dealings with any real estate broker or other intermediary other than Stockton Real Estate Advisors, LLC ("**Broker**") which would give rise to the payment of any fee or brokerage commission in connection with this Amendment. Landlord and Tenant shall each indemnify the other from and against any loss, liability or damage (including reasonable counsel fees and costs) with respect to any fee or brokerage commission (except to Broker) arising out of any act or omission of the indemnifying party. Landlord agrees to pay brokerage commissions due in connection with this Amendment to Broker in accordance with a separate agreement executed by Landlord and Broker.

11. **Tenant Representations.** Tenant hereby represents and warrants to Landlord that, to Tenant's knowledge as of the date hereof (a) Tenant is not in default or breach of its obligations under the Existing Lease; and (c) Landlord is not in default or breach of its obligations under the Existing Lease.

12. **Counterparts; Electronic Signatures.** This Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which together shall constitute one and the same Amendment. This Amendment may be executed electronically or may be executed, and signatures delivered electronically (such as by pdf or facsimile), in which event such electronic signatures or electronically delivered signatures shall be binding and have the same effect as original wet ink signatures.

13. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. **Entire Agreement.** The Existing Lease as amended by this Amendment is the entire agreement between the parties hereto regarding the matters described herein and there are no other terms, covenants, conditions, agreements or representations or warranties, oral or otherwise with respect thereto, of any kind whatsoever.

15. **No Other Modifications; Ratification; Conflicts.** Except as expressly amended hereby, the Existing Lease remains unmodified and in full force and effect. In the event of a

conflict between the terms of this Amendment and the Existing Lease, the terms of this Amendment shall control.

16. **Governing Law.** This Amendment shall be governed by the laws of the Commonwealth of Pennsylvania.

17. **Severability.** Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Amendment or such provision, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

18. **Parties in Interest; No Third-Party Beneficiaries.** Neither the Existing Lease, this Amendment nor any other agreement, document or instrument to be delivered pursuant to this Amendment shall be deemed to confer upon any person not a party hereto or thereto any rights or remedies hereunder or thereunder.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, as of the day and year first above written.

LANDLORD:

**THE COUNTY OF DELAWARE IN THE
COMMONWEALTH OF PENNSYLVANIA,**
a body corporate and politic

By: _____
Name:
Title:

TENANT:

MAIN LINE HEALTHCARE,
a Pennsylvania nonprofit corporation

By: _____
DocuSigned by:
Eric Mankin
7E954F0401FA4CD...
Name: Eric R. Mankin, MD
Title: President



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Danielle Floyd, Public Works

ITEM TYPE: Award of Contract

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval to award contract #KPN-A-202012-04 between the County of Delaware and Weatherproofing Technologies, Inc. for the replacement of the administration building roof at the George W. Hill Correctional Facility at an amount not to exceed \$2,006,901.52. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 4670 9507 704001

ESTIMATED/ACTUAL COST OF REQUEST: \$2,006,901.52

FUNDING SOURCE: Capital

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[5058196- Delaware County- G.W. Hill Correctional Facility Admin Roof Proposal Letter- Updated 2.14.24.pdf](#)

February 14, 2024, Updated

Ms. Danielle Floyd
Delaware County
201 West Front Street
Media, PA 19063

RE: G.W. Hill Correctional Facility Administrative Building Roof Replacement Project
Proposal 5058196

Dear Ms. Floyd,

Weatherproofing Technologies, Inc. is pleased to present our proposal for the roof replacement project for the Administrative Building Roof at G.W. Hill Correctional Facility located at 500 Cheyney Road, Thornton, PA 19373. The scope of work is based on a turnkey operation as specified and bid by the AEPA/KPN (Contract # KPN-A-202012-04). Any questions regarding the bidding of the AEPA/KPN contract or our performance should be directed to Mark Carollo at the Central Susquehanna Intermediate Unit. The prime subcontractor we would utilize, unless otherwise directed, would be Belcher Roofing.

The AEPA/KPN process includes, but is not limited to, specifications, drawings, job walk, preconstruction and progress meetings, onsite supervision, final inspection, project closeout book and post project follow up.

PROJECT DESCRIPTION:

BASE PROPOSAL

Scope of Work: Roof Replacement- Areas A1, A2, A3, A4, A5, and A6

1. Remove the existing roofing down to the existing lightweight insulating concrete roof decks.
2. Include the removal and replacement of 2,000 square feet of 2-inch depth of lightweight insulating concrete.
3. Remove any capped or unused penetrations and install a steel plate or steel deck as required to cover the holes in the deck.
4. Replace all roof drains with new cast iron roof drain assemblies. Paint all drain domes and drain rings with two coats of Rust-oleum Pro Safety Yellow.
5. Mechanically fasten 1 ply of Burmastic Composite Ply HT to the lightweight concrete deck with 1.8" OlyLock base sheet fasteners per Tremco's lightweight concrete securement requirements.
6. Adhere 1 ply of Burmastic Composite Ply HT to the nailed base sheet with PowerPly Endure BIO Adhesive TF.
7. On Areas A1 and A2, install two layers of 2.6-inch polyisocyanurate insulation adhered in Tremco Low Rise Foam Insulation Adhesive.

- a. On Area A1 install tapered insulation crickets at the drainage line with a slope of ½" per foot.
- b. An Area A2 install 4-foot by 4-foot tapered insulation drain sumps at all drain locations.
8. On Areas A3, A4, A5 and A6, install tapered polyisocyanurate insulation adhered in Tremco Low Rise Foam Insulation Adhesive. The tapered insulation will have a minimum thickness of 4.5 inches and a slope of 1/8 inch per foot.
 - a. On Areas A3, A4 and A5, install tapered insulation crickets between the drain lines at a slope of ½ inch per foot. Install 4-foot x 4-foot tapered drain sumps at drain locations.
 - b. On Area A6, install 8-foot by 8-foot tapered insulation drain sumps at all drain locations.
9. Adhere one layer of ½-inch x 4-foot x 4-foot primed gypsum coverboard over the ISO insulation in Tremco Low Rise Foam Insulation Adhesive.
10. Raise all penetrations as required to maintain a minimum flashing height of 8 inches.
11. Install new wood blocking at perimeter edges as required to match new insulation requirements.
12. Install 1 ply of Tremco PowerPly Heavy Duty Base sheet over the new coverboard adhered in PowerPly Endure BIO Adhesive TF cold adhesive.
13. Install 1 ply of Tremco PowerPly 300 FR Granular Cap sheet over the new base sheet adhered in PowerPly Endure BIO Adhesive TF cold adhesive. Heat weld all cap sheet seams.
14. Install two ply flashings consisting of a 1 ply base of Tremco PowerPly Heavy Duty Base and a 1 ply cap of Tremco PowerPly 300 FR Granular Cap, both adhered in PowerPly Endure BIO Adhesive TF cold adhesive. Heat weld all seams in the cap sheet.
15. At the rising walls between A4 and A3, A4 and A5, and A2 and A3, flash the entire brick surface with the PowerPly 2-ply flashing system and terminate below the new edge metal system with a termination bar and counterflashing.
16. Terminate all flashings with a termination bar.
17. Install new stainless-steel reglet counterflashing at all wall flashing termination locations.
18. Install new stainless-steel counterflashing at curb flashing locations.
19. Install new stainless-steel expansion joint caps at roof to wall expansion locations.
20. At perimeter edges (including parapet walls) install 24-gauge Kynar, Tremlock 215 HD edge metal system.
21. Install stainless steel storm collars over all pipe boots and field wraps.
22. Install stainless steel metal hoods over all pitch pockets.
23. Touch-up caulk joints as needed on existing pipe portals, counterflashings, drawbands, etc.
24. Install new pressure treated wood sleepers and pipe support blocks.
25. Install new TremTred walkway at roof access locations.
26. On Area A6, remove the existing unit, curbing and duct, above deck level, at the abandoned HVAC unit.
 - a. Remove the unit, curbing etc. from the building and properly dispose of it offsite.

- b. Install steel cross supports as required to allow for new deck installation where the existing unit penetrated the deck.
 - c. Install 22 Gauge Type B Steel Decking in the deck openings. Infill the void in the lightweight insulation concrete with polyisocyanurate insulation.
 - d. If the curb is determined to be concrete roof curb that is tied directly into the deck structure, the curb will remain in place and will receive cross supports and decking as noted above.
27. On Area A2, at the rising walls to A1, remove and replace the existing window systems.
- a. On the inside, install fluted poly sheet plastic at the existing window replacement locations prior to demolition at the windows. Depending on whether the windows require interior work for removal and installation, the poly sheeting may require phased installation/removal to allow for work on the interior. The purpose of the sheeting is to provide temporary protection against dust and debris that would be caused by the removal of the windows, modification of the window frames/sill, and the installation of the new windows.
 - b. Remove the existing windows and framing and dispose of them offsite.
 - c. Install a 2x lumber windowsill/curb at the base of the window opening, 8 inches tall, to infill the base of the window opening and raise the roof lashings heights.
 - d. After flashings are installed to the new windowsill/curb, install a 24-gauge steel cap flashing over the top of the lumber and down the entire face of the exposed lumber on the inside of the building. The color of the cap is to be selected by the owner from the manufacturer's standard color chart.
 - e. Have professional window/glass contractor install new windows to replace the previously removed windows with the following specifications: Kawneer 451T Thermal Windows with High Performance Sills, Painted Sills per standard color chart, and 1" low-e insulation glass. The windows will be approximately 8 inches shorter than the windows that were removed. Tinting will need to be installed on the windows to reduce glare.
28. Clean project prior to demobilizing.
29. Provide full-time on-site supervision.
- a. Enforce a job site safety plan.
 - b. Supervise and coordinate activities.
 - c. Implement Quality Assurance Program.
 - d. Conduct final inspections in conjunction with the manufacturer and contractor.
30. Provide a twenty (20) year Tremco QA Plus Warranty with housekeeping and preventative maintenance included in years 2, 5, 10 and 15.

PROJECT INVESTMENT:

G.W. Hill Correctional Facility	Project Investment
Base Proposal: Administrative Building Roof Replacement Areas A1, A2, A3, A4, A5, and A6	\$2,006,901.52

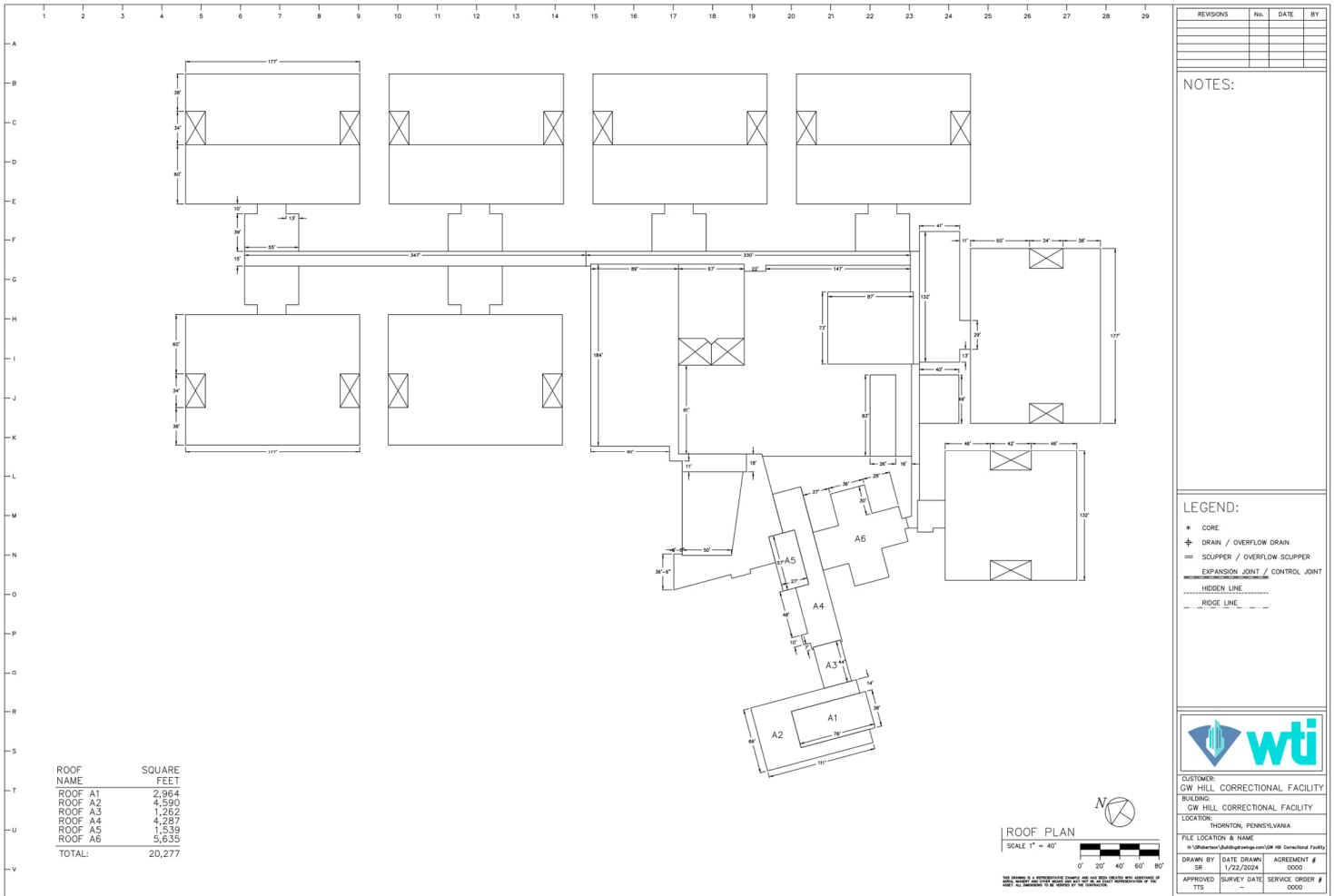
Please Note:

- This price is valid for 60 days. After this time, project conditions are subject to reassessment.
- This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at <http://www.tremcoroofing.com/fileshare/terms/TandCWTL.pdf>), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI.

Respectfully Submitted,



Christopher Hall
Construction Manager (Sr.)
Weatherproofing Technologies, Inc.



REVISIONS	NO.	DATE	BY

NOTES:

- LEGEND:
- CORE
 - ⊕ DRAIN / OVERFLOW DRAIN
 - ≡ SCUPPER / OVERFLOW SCUPPER
 - ≡ EXPANSION JOINT / CONTROL JOINT
 - HIDDEN LINE
 - - - ROOF LINE



CUSTOMER:
 GW HILL CORRECTIONAL FACILITY

BUILDING:
 GW HILL CORRECTIONAL FACILITY

LOCATION:
 THORNTON, PENNSYLVANIA

FILE LOCATION & NAME:
 S:\Manufact\Subs\penn\GW Hill Correctional Facility

DRAWN BY: SR DATE DRAWN: 1/22/2024 AGREEMENT #: 0000

APPROVED: TTE SURVEY DATE: SERVICE ORDER #: 0000

ROOF PLAN

SCALE 1" = 40'

THIS DRAWING IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO VERIFY ALL DIMENSIONS AND CONDITIONS.



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Danielle Floyd, Public Works

ITEM TYPE: Purchase

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of a right-of-way acquisition and temporary construction easement with Nuvo Riverside LLC in the amount of \$10,336.50 for the replacement of County bridge #142 South Ave. over Little Crum Creek in Glenolden. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 36-9505-704180 & 05-3168-704180

ESTIMATED/ACTUAL COST OF REQUEST: \$10,336.50

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Allison Ruger, Public Works

ITEM TYPE: Award of Contract

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of a professional design services contract #eDPW-101023 between the County of Delaware and AI Engineers Inc., for the replacement of Delaware County Bridge #117 in an amount not to exceed \$390,874.72. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 42-3165-704180

ESTIMATED/ACTUAL COST OF REQUEST: \$390,874.72

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[Bridge 117 Supplement Letter.pdf](#)
[PROPOSAL_AI ENGINEERS INC \(1\).pdf](#)
[Price Proposal by AI Engineers.pdf](#)

February 26, 2024

County of Delaware
 Department of Public Works
 201 W. Front Street
 Media, PA 18901

Attention: Ms. Danielle Floyd
 Director

SUBJECT: Professional Design Services for the Replacement of Delaware County Bridge 117
 Contract Number: eDPW101023
 AI Job No. 3993
Contract Supplement Request

Dear Ms. Floyd:

Following my discussions with the County of Delaware regarding the subject bridge project, this letter is a request for a contract supplement due to additional engineering services required for one (1) Radnor Township Meeting and two (2) Public Meetings, including preparation of displays/slides, 3D renderings, meeting notes, and responses to comments, as requested by the County. These services were not included in our original scope of work.

We hereby respectfully request the County to grant us a contract supplement in the amount of **\$23,188.58**. Our proposed fee is broken down as follows:

<u>Consultant</u>	<u>Total Hours</u>	<u>Total Cost</u>
AI Engineers, Inc. (Prime)	106	\$14,810.96
AD Marble (Sub)	45	\$8,377.62
	151	\$23,188.58

Additional follow-up meetings can be provided for a lump sum cost of **\$4,646.70** per meeting.

Please do not hesitate to contact me if you should have any questions or require more information.

Sincerely,

AI Engineers, Inc.



Michael Beal, PE, CBSI
 Project Manager



PROFESSIONAL DESIGN SERVICES FOR THE REPLACEMENT OF DELAWARE COUNTY BRIDGE NO. 117, SAW MILL ROAD CROSSING OVER DARBY CREEK, DELAWARE COUNTY, PENNSYLVANIA

October 10, 2023



LOCAL OFFICE:

740 Springdale Drive, Suite 150, Exton, PA 19341 | Toll-Free: (866) 635-7740 | Ph: (484) 872-8748 | Fax: (484) 872-1418
www.aiengineers.com

TABLE OF CONTENTS

1. TRANSMITTAL LETTER

2. FIRM BACKGROUND & EXPERIENCE

3. TEAM BACKGROUND & EXPERIENCE

4. PROJECT APPROACH

5. BUDGETING, CHANGE ORDER AND SCHEDULE CONTROLS

6. CAMPAIGN CONTRIBUTION DISCLOSURE

7. MODIFICATIONS

ATTACHMENTS

- ▶ Professional Registrations
- ▶ Equal Opportunity/Affirmative Action Policy
- ▶ Appendixes A-Q uploaded to PennBid

TAB 1

Transmittal Letter



October 10, 2023

Attn: Lisa L. Jackson, Q.P.A.
Director of Central Purchasing
County of Delaware
201 W. Front Street
Media, Pennsylvania 19063

RE: Professional Design Services for the Replacement of Delaware County Bridge No. 117, Saw Mill Road Crossing over Darby Creek in Delaware County, Pennsylvania

Dear Ms. Jackson:

AI Engineers, Inc. (AIE) is pleased to submit this Letter of Transmittal along with our experience and qualifications to provide engineering services for the design of County Bridge No. 117, Saw Mill Road Crossing over Darby Creek in Delaware County, Pennsylvania. We understand that the scope of work involves the full replacement of Bridge 117 and associated roadway items, including guide rails and approach pavement.

AIE is a local, multi-disciplinary consulting engineering firm capable of providing the requisite professional engineering services for this project. We have principal expertise in **bridge design** involving **replacement**, rehabilitation, and preservation-type projects, including bridge safety inspections, load rating, surveys, as well as construction consultation services.

Proven Reliability

We pride ourselves on our ability to provide **innovative and cost-effective solutions** that result in context-sensitive design proposals that are technically sound and aesthetically pleasing. AIE has a reputation for creativity and innovation, allowing us to exceed the expectations of our clients. We have performed similar services for various municipal bridge owners. AIE is currently ranked as a **Top 500 Design Firm by ENR** and a **Top 100 Design Firm by ENR Mid-Atlantic, ENR New York, and ENR New England**. Since our founding 32 years ago, AIE has grown steadily, currently maintaining a staff of over 285 employees including 80 Bridge Engineers who have collectively designed and inspected thousands of bridges throughout the Mid-Atlantic and Northeast states. Our professional staff recognizes what it takes to design and construct a public bridge that will be within budget and structurally sound while having a significant life span requiring minimal maintenance. We are confident in our firm's ability to perform the stated work within the required time limits, considering our current and projected workload.

The AIE team will be led by our Project Manager, **Michael Beal, PE, CBSI**, who leads our local office in Exton, PA. Mr. Beal has over 20 years of experience specializing in structural engineering, including the management and oversight of bridge design projects.

Expert Subconsultants

AIE has added **AD Marble (ADM)** to provide environmental studies, waterway permitting, cultural resources, and hydrology/hydraulics services. We have also added **French & Parrello Associates (FPA)** to provide geotechnical engineering services, **Surveying & Mapping, LLC (SAM)** to provide utility coordination services, **Cedarville Engineering Group, LLC (CEG)** to provide survey and right-of-way services, and **Arrow Land Solutions, LLC (ALC)** to provide right-of-way acquisition services.

Added Value

To remain a premier source for consulting engineering, AIE recognizes that we must keep our skills sharp by constantly expanding our staff's training and certifications; maintaining up-to-date knowledge of codes, policies, manuals, regulations, and best practices; and identifying and integrating advanced technologies into our workflows. AIE strives to ensure that our clients reap the benefits of our firm's advancement efforts.

Very truly yours,

AI Engineers, Inc.

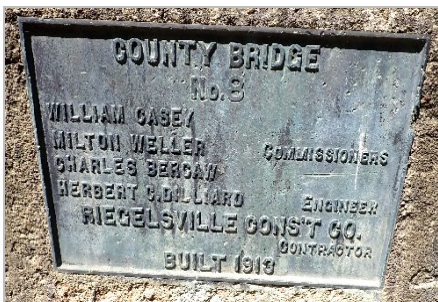

Rohit Pradhan, PE - Senior Vice President

TAB 2

Firm Background & Experience



COUNTY OF NORTHAMPTON BRIDGE REHABILITATION
KRESSMAN ROAD OVER FRY'S RUN
 Williams Township, PA



OWNER
 County of Northampton

PRIME/SUB
 Prime

DURATION / YEAR COMPLETED
 2020-2023

CONSTRUCTION BUDGET
 \$1.18M

CONSTRUCTION COST
 \$1.2M

CHANGE ORDER RATE
 1.5%

SALIENT FEATURES

- Bridge design
- Bridge hydraulic analysis
- Threatened & endangered species coordination
- Cultural resources
- Utility relocation & coordination

AI Engineers, Inc. (AIE) is providing design and construction consultation services for the **replacement of Northampton County Bridge No. 8**, Kressman Road over Fry's run in Williams Township, PA. The design plans are in accordance with AASHTO and PennDOT design standards and construction specifications in accordance with PennDOT Publication 408. The project is currently in the construction phase. The existing bridge is a single-span, reinforce concrete structure built in 1913. The clear span of the bridge is 29 ft. – 8 in. and has an overall length of 32 ft. The existing curb-to-curb width is 17 ft. and out-to-out width is 21 ft. The bridge was closed to traffic in August 2018 as a result of flood damage caused from overtopping of the roadway. The flood damage caused failure of the north approach roadway, scour and undermining of the north abutment which exposed and removed previously placed scour countermeasures, and damage to and undermining of the adjacent retaining/channel walls.

There are two residential properties in very close proximity to the north abutment. The driveways of these homes are located immediately behind the wingwalls and channel walls on the north side. The hydraulic design required a zero-rise threshold as well as a scour analysis. It is also located in an area of known bog turtle occurrence and required threatened and endangered species coordination. Cultural resource services were required for the adjacent northeast property, the Coffeetown Grist Mill which is on the National Register of Historic Places. There are two utility poles located at the southwest and southeast corners with numerous, low-clearance overhead wires, each owned by separate companies. The temporary relocation of these utilities required coordination with the respective utility owners. During the field survey, we flew the site with a small unmanned aerial vehicle (UAV/drone) to acquire aerial imagery, which was then used to create a 3D model.

The new structure consists of composite prestressed concrete plank beams supported on the existing abutments and transversely post-tensioned. The abutments were stabilized with tiebacks, and scour measures include partially grouted rip-rap. The replacement structure will restore the structural and functional characteristics of the bridge and will provide a service life of 50 years with minimal maintenance requirements. It was designed to carry the AASHTO HL-93 Live Load along with PennDOT Legal and Permit Loads. The design incorporates an open railing, which meets the requirements of the Manual for Assessing Safety Hardware (MASH) and also allow for the free passage of water over the bridge in an overtopped condition.

CITY OF NORWICH REHABILITATION OF PLEASANT STREET BRIDGE OVER YANTIC RIVER Norwich, CT



OWNER
City of Norwich

PRIME/SUB
Prime

DURATION / YEAR COMPLETED
2015-2018

CONSTRUCTION BUDGET
\$934,000

CONSTRUCTION COST
\$944,000

CHANGE ORDER RATE
0.1%

SALIENT FEATURES

- FHWA funding
- Hydraulic & hydrologic analysis
- Scour analysis
- Permitting

AI Engineers, Inc. (AIE) provided design, survey and construction inspection services for the **rehabilitation of Pleasant Street Bridge** over Yantic River. Originally constructed in 1968, the bridge was a two-span structure made up of multi-steel girder superstructure with a cast-in-place reinforced concrete deck supported by reinforced concrete abutments on spread footings.

Pleasant Street is a city road approximately 1,400 ft. in length with an average daily traffic volume of 750 vehicles per day and connects Otrobando Avenue to West Town Street. It provides access to commercial and residential properties along Sturtevant Street as well as the back entrance of the Samuel Huntington Elementary School. This bridge was classified as being in "poor" condition based primarily on deficiencies found in the concrete deck of the bridge. Additionally, a scour assessment performed in 1997 indicated that the bridge may be susceptible to scour.

A hydrologic study of the Yantic River and contributory watershed area upstream of the bridge was conducted to quantify storm flows passing through the bridge. Based on the approved design discharges, a hydraulic analysis and a detailed scour evaluation were conducted to determine velocities of the various storm events and the effects they may have on the foundation of the bridge. The Scour Evaluation Report concluded that the existing natural and man-made armoring of the Yantic River would sufficiently resist the critical flow velocities and that no other scour countermeasures would be required.

A new cast-in-place concrete deck was installed on the existing steel frame. The concrete deck was made continuous over the pier. This eliminated the joint over the pier and the potential for future deterioration to the beam ends, elastomeric bearing, and concrete pier cap. The sliding and fixed bearings were replaced with elastomeric bearing pads to eliminate future maintenance needs. New bridge and guide rails were also installed.

Prior to performing field survey and mapping, AIE conducted research at City Hall and used GPS to establish horizontal and vertical survey control on site for design and construction purposes. AIE also performed topography on and around the existing bridge as well as cross sections in the Yantic River below for use by the hydraulic engineer. All existing storm drainage lines were required to be located and mapped, to be protected during construction. Existing easements and property lines were established and mapped in order to create a new temporary easement for construction. Construction activities proceeded on an accelerated schedule and the project was completed on schedule. Inspection services included the initial review of the contractor's baseline schedule and subsequent updated schedules to ensure all the milestone dates were met. It also included setting up, maintaining, and closing out all project record keeping as required by the CTDOT Municipal Manual and overseen by the District 2 MSAT team. All work performed was inspected to ensure that the quality met the standards outlined in the CTDOT Form 817, supplemental specifications, special provisions, and City of Norwich requirements.

TOWN OF OXFORD REHABILITATION OF DUTTON ROAD

Oxford, CT



OWNER
Town of Oxford

PRIME/SUB
Prime

DURATION / YEAR COMPLETED
2017-2022

CONSTRUCTION BUDGET
\$1.8M

CONSTRUCTION COST
\$1.7M

CHANGE ORDER RATE
-0.6%

SALIENT FEATURES

- Bridge replacement
- Wetland delineation
- Accelerated Bridge Construction Techniques for bridge replacement
- Roadway Design
- Traffic design
- Pedestrian safety improvements



AI Engineers, Inc. (AIE) provided bridge design and engineering services for the **replacement of the Dutton Road Bridge** over Little River (Bridge No. 04913). Dutton Road is a local and narrow road. The single-span bridge carried two lanes of traffic, one lane in each direction, with a span length of 26 ft. and a rail-to-rail width of 21 ft. The Town of Oxford pursued the total replacement of the bridge on the existing alignment with financial assistance under the provisions of the Federal Local Bridge Program.

AIE's design for the new bridge structure met current bridge design standards. The approach roadway width as well as the curb-to-curb width on the bridge was designed to meet roadway geometric standards for local roads. The new bridge is safe, aesthetically pleasing, and constructed in a manner that minimizes impacts on the regulated areas and adjacent properties. AIE coordinated with the Town to provide a design that imparted efficiencies to minimize construction duration and cost. AIE maximized the use of Prefabricated Bridge Elements (PBEs) which allowed for the use of Accelerated Bridge Construction (ABC) techniques.

Due to the lack of alternate access routes, Dutton Road needed to remain open during construction. Therefore, bridge construction was staged in two major phases, maintaining one lane of alternating traffic with stop sign control at each end throughout construction. Phase I consisted of maintaining one lane of traffic on the bridge (east side) and demolishing the remainder of the structure. The replacement structure was slightly overbuilt on the west side to create sufficient width for Phase II with a single lane of traffic on the new bridge. As traffic was diverted to the new section of the bridge in Phase II (west side), the remainder of the existing bridge was demolished and reconstructed. In the final configuration, the overbuilt section was converted to a pedestrian sidewalk. The replacement structure aligns with existing roadway edges and centerline. The creation of the sidewalk resulted in a safer facility, separating pedestrians from vehicular traffic on the bridge. The project also included utility coordination, survey, wetland flagging, environmental documents, permits, geotechnical analysis, hydrology and hydraulic engineering, and public outreach. AIE developed the design plans, specifications, and cost estimates and provided assistance during the bidding and construction phases of the project.

TOWN OF SMITHFIELD MOUNTAINDALE ROAD BRIDGE REPLACEMENT Smithfield, RI



OWNER
Town of Smithfield

PRIME/SUB
Prime

DURATION / YEAR COMPLETED
2014-2017

CONSTRUCTION BUDGET
\$898,000

CONSTRUCTION COST
\$902,000

CHANGE ORDER RATE
0.1%

SALIENT FEATURES

- Structural analysis
- Design
- Permitting
- Construction bid phase
- Construction inspection

AI Engineers, Inc. (AIE) provided engineering design services for the **replacement of Mountaindale Road Bridge** in Smithfield, RI, which had a span of 17.72 ft. The existing bridge (no. 113601) is located on Mountaindale Road and crossed Reaper Brook downstream of the Mountaindale Dam. The existing bridge superstructure was in "critical" condition with a low sufficiency rating while the substructure was in "fair" condition. The bridge carried one-way alternating traffic controlled by stop signs at each end. Temporary precast concrete barriers were placed along each side to protect vehicular traffic as the existing pipe railing on the bridge had failed from vehicular impact. The previous superstructure consisted of concrete encased steel beams topped with a concrete slab, supported on reinforced concrete abutments with flared wing walls.

AIE's scope of services consisted of five major phases: Phase I - Evaluation of Reports and Structural Analysis, Phase II - Design, Phase III - Permitting, Phase IV - Construction Bid Phase, and Phase V - Construction Engineering and Inspection. AIE performed a complete inspection of the bridge and performed environmental, hydrologic, hydraulic, and scour studies. This was followed by a bridge type study report for the review of the Town to select the most suitable replacement bridge type for the site.

The new structure is a simple span structure with a superstructure comprised of prestressed concrete deck units, placed side by side and transversely post-tensioned, supported on new reinforced concrete abutments, built behind the existing abutments. The existing abutment stems were replaced with Redi-Rock channel walls, in front of the new abutments, so as to maintain the existing hydraulic opening. The space between the channel walls and new abutments was filled with suitable backfill material. The new abutments are supported on spread footings lowered below the anticipated scour depth. New U-shaped abutments were constructed on the north side at each abutment to support a new 7 ft. wide sidewalk. Short, flared wing walls were constructed on the south side.

The new structure was widened to carry two 12 ft. lanes and 1ft. shoulders along each side, along with a 7 ft. wide sidewalk along the north side, resulting in a curb-to-curb width of 26 ft. and an out-to-out width of 37 ft. including the railings. The sidewalk continues along the north side wing walls and has ADA-compliant landings at each end. The wide sidewalk is intended to create a fishing alcove for local residents due to its rural, picturesque, and waterfront location.

TOWN OF WESTPORT REPLACEMENT OF BAYBERRY LANE BRIDGE OVER ASPETUCK RIVER Westport, CT



OWNER
Town of Westport

PRIME/SUB
Prime

DURATION / YEAR COMPLETED
2018-2021

CONSTRUCTION BUDGET
\$2.1M

CONSTRUCTION COST
\$2.2M

CHANGE ORDER RATE
0.4%

SALIENT FEATURES

- Accelerated Bridge Construction (ABC)
- Bridge replacement
- Traffic design
- Pedestrian safety improvements

AI Engineers, Inc. (AIE) provided bridge design and engineering services to the Town of Westport for **the replacement of Bayberry Lane Bridge** over the Aspetuck River (Bridge No. 04969). The Town of Westport is pursuing the total replacement of the bridge on the existing alignment with financial assistance under the provisions of the Federal Local Bridge Program.

The existing single-span bridge was constructed in 1957 and carries two lanes of traffic, one lane in each direction. It has a span length of 24 ft. and an out-to-out width of 23.8 ft. The superstructure consists of steel rolled beams with a reinforced concrete deck overlain with bituminous concrete. The substructure elements consist of stone masonry abutments. Overhead utility wires are located on the east side of the bridge. There is currently a gas main and a water main attached to the bridge. Based upon a Special Inspection completed by the CT DOT Bridge Inspection Unit, the bridge was rated as structurally deficient. The steel beams showed moderate surface rust throughout, with areas of heavy laminated rust on the bottom flanges and webs. There was significant section loss in multiple beams.

AIE's new design for the bridge meets current bridge design standards. The bridge replacement design also meets roadway geometric standards for local roads for the approach roadway width as well as the curb-to-curb width. The proposed bridge is safe and aesthetically suitable while having minimal impacts on the regulated areas and adjacent properties.

AIE maximized the use of Prefabricated Bridge Elements (PBEs) that allowed for the use of **Accelerated Bridge Construction (ABC)** techniques. The proposed crossing was designed to meet current bridge design and geometric standards for local roads, hydraulic requirements to accommodate a 100-year design flood, and foundation details that can resist the effects of riverbed scour. AIE addressed and managed all key design issues, including survey, hydrology, hydraulics, subsurface exploration, scour evaluation and countermeasures design, maintenance and protection of traffic, utility relocation, rights-of-way, handling water during construction, environmental impacts and permitting, sustainability, bidding support, construction phase services, and public outreach.

FIRM BACKGROUND & EXPERIENCE

AI Engineers, Inc. (AIE) is a local, multidisciplinary, consulting engineering firm with **principal expertise in structural and civil/site engineering**. Since the founding of the corporation in 1991, AIE has grown steadily to a staff size of approximately **285 employees**, with our corporate office located in Middletown, CT, and regional offices in **Exton, PA**; Trenton, NJ; New York, NY; Elmsford, NY; Boston, MA; Providence, RI; Richmond, VA; Chantilly, VA; Daleville, VA; and Greenville, SC. The firm's staff includes 100 licensed Professional Engineers, including 80 Bridge Engineers, over 85 construction managers/inspectors, 11 licensed Land Surveyors (LS), 10 Certified Construction Managers (CCM), and 5 LEED-certified staff. Our staff is thoroughly familiar with municipal, state, and federal policies, procedures, and guidelines. Our agile business model promotes open communication and coordination between our departments, and with our subconsultants, to ensure that all aspects of the project are executed according to our client's needs while minimizing design issues and saving on time and cost. **Our local office in Exton, Pennsylvania, will serve as the base of operations for this contract.**

AIE, an ENR Top 500 Design Firm, has been providing complete Bridge Management Systems (BMS) Engineering for over 32 years. We have **designed numerous bridges**, performed over **17,000 bridge inspections**, over **11,200 load ratings**, and over 1 million sf. of AI/ML analysis in several states. Our firm takes pride in assisting owners in maintaining their critical transportation infrastructure. **AIE is currently ranked as a Top 500 Design Firm by ENR and as a Top 100 Design Firm by ENR Mid-Atlantic, ENR New England, and ENR New York.**

Bridge Engineering

Bridge owners rely on our holistic knowledge of bridge engineering. We bring the depth and value of extensive structural engineering experience, **striving to balance public safety, structural integrity, operational functionality, construction/maintenance costs, and aesthetics for each bridge design assignment.**

Our bridge engineers have participated in many bridge inspection assignments encompassing both old and modern bridge design details and materials. Many DOT and private clients, including contractors, rely on our experience for bridge engineering services on both permanent and temporary structures.

At AIE, we believe the hands-on experience that bridge inspection delivers is an excellent way for our designers to understand the working mechanics of bridges, their intrinsic details, and their possible modes of failure. AIE has completed routine and complex **bridge design projects** for states counties and municipalities and many design projects for the **replacement, rehabilitation, and preservation of bridge systems** from local and state bridge programs. For each bridge design project, we strive to develop design details utilizing innovative engineering techniques and specify construction materials that will resist deterioration and extend the service life of the structure with minimal maintenance requirements.

Our bridge assignments have included providing comprehensive backup services, such as ground survey, geotechnical/soils, hydrologic and hydraulic analysis, environmental permitting, utility, and ROW issues. We investigate all aspects of a project and develop options to allow for innovative solutions that reduce cost in the bridges' design, permitting, and construction.



AIE has completed many bridge rehabilitation and replacement design projects for various municipalities and state highway agencies. These projects range from small culverts and short simple span bridges to large complex signature bridge projects. We also investigate construction alternatives that incorporate innovative materials that invoke construction efficiencies resulting in reduced construction duration and costs, thereby minimizing environmental impacts and user delays.

Top 500 Design Firm Engineering News Record (ENR)

Top 100 Design Firm

- ▶ ENR Mid-Atlantic
- ▶ ENR New York
- ▶ ENR New England



Our Team's Services

- ▶ **Bridge/Structural Engineering**
- ▶ Civil/Roadway Engineering
- ▶ Transportation
- ▶ Construction Services
- ▶ Environmental
Waterway/Environmental Permitting
- ▶ Geotechnical
- ▶ Survey & Mapping
- ▶ Technology

FIRM BACKGROUND & EXPERIENCE

Civil Engineering

AIE possesses the roadway design expertise, experience, and ability to develop solutions that meet or exceed operational and safety requirements at the local, state, and federal levels while preserving the aesthetic, historic and cultural resources of an area. Our engineers and designers are imaginative, innovative, and flexible in their approach. Our comprehensive services include rural and urban **roadway/highway design of major bridges**, roundabout studies and design, traffic impact analysis, and bike and pedestrian path design.

Most bridge design projects require roadway safety improvements within a few feet of the approach roadways. Depending on the scope of the project, there may be a need to improve the safety of the corridor, particularly if a bridge is being replaced with a new and widened structure. A widened roadway may be needed at each end of the bridge which may drive the need to improve the overall safety features along the road.

Construction Support & Administration

AIE has provided Construction Engineering and Support services for projects that range in size from major complex bridge rehabilitation/replacement projects to municipal bridge/roadway/site/civil projects. These services have been provided primarily for communities in the Northeast. Our Construction Services Group includes over 85 construction management/construction inspection staff, comprised of licensed Professional Engineers, Certified Construction Managers (CCMs), NICET (Levels I-IV), and NETTCP-certified construction inspectors. Also, our inspectors are OSHA and ATSSA safety trained. Our full-time construction specialists are prepared to provide assistance from pre-construction meetings through to punch list development and project closeout reports. Our Construction Services Group is very experienced with assisting clients during project construction, including providing the following:



- ▶ Bid
- ▶ Advertisement
- ▶ Clarification and response to contractor inquiries
- ▶ Bid review
- ▶ Recommendations for award
- ▶ Shop drawing and submittal review
- ▶ Coordinating and chairing project meetings
- ▶ Preparing minutes of each meeting and project correspondence
- ▶ Reviewing payment requisitions and recommendations
- ▶ Handling change order requests
- ▶ Preparing punch lists and final review for closeout

a. Similar Project Experience

AIE has completed many bridge rehabilitation/replacement projects initiated under various Local, State, and Federal funding programs involving moderately complex and complex bridges. **Over the past 32 years**, we have earned and maintained a solid reputation with our clients through responsiveness, hard work, and client-centric actions. We have successfully provided bridge design and construction support services for several municipal, state, and federal clients including **Northampton County, Chester County, and Bucks County, PA**. **Below is a sample list of our Pennsylvania bridge design projects; Please refer to the project summary sheets for the 5 completed projects and their details.**

Project Name/Location	Features
County of Northampton Kressman Road over Fry's Run, Williams Township, PA	<ul style="list-style-type: none"> ▪ Bridge superstructure replacement ▪ Hydrologic and hydraulic analysis ▪ Multiple Phases: Preliminary engineering, final design, bidding phase, and construction administration per PennDOT design standards
County of Bucks Stout's Valley Road over Cooks Creek, Durham Township, PA	<ul style="list-style-type: none"> ▪ Bridge rehabilitation and in-depth inspection ▪ Wetlands investigation ▪ Waterway permitting
County of Bucks East College Avenue over Pennsylvania Canal, Yardley Borough, PA	<ul style="list-style-type: none"> ▪ Bridge superstructure replacement ▪ Wetlands investigation ▪ Construction cost estimate
County of Chester West Cedarville Road Bridge over Eckers Run, North Coventry Township, PA	<ul style="list-style-type: none"> ▪ Bridge rehabilitation ▪ Wetlands investigation ▪ Waterway permitting
PennDOT Honeymoon Trail Bridge, Dauphin County, PA	<ul style="list-style-type: none"> ▪ Bridge replacement ▪ Wetlands investigation ▪ Waterway Permitting

FIRM BACKGROUND & EXPERIENCE

b. Coordinating Phased Projects on Bridges



The five projects listed above generally follow the typical **PennDOT delivery process** of Preliminary Engineering, Final Design, Bidding Phase Support and Construction Consultation. Primary tasks within these phases include Environmental Studies, Survey, ROW, Geotechnical Investigation and Engineering, Hydrology and Hydraulics, Erosion and Sedimentation Control, Utility Coordination, Waterway Permitting, and Roadway and Structure Design. All of these tasks must be scheduled and performed relative to each other in a timely manner in order to maintain the schedule.

In addition to local projects, AIE has performed numerous bridge rehabilitation and replacement projects with similar phases for clients including NYSDOT/NYCDOT, CTDOT, RIDOT, MassDOT, VDOT, and many Northeast municipalities.

c. Permitting Process

The **AIE Team** has included A.D. Marble as our expert subconsultant that provides a wide variety of **natural and cultural resource services** which support efforts to avoid and minimize impacts to critical resources, such as wetlands, wildlife habitat, and Section 106 resources. These services also include agency coordination and submittal of Chapter 102, and 105 permit applications for federal, state and locally-funded transportation projects.

Specifically, A.D. Marble has extensive experience completing NPDES permits, and PADEP 105 General Permits (#4, #7, and #11) and Joint Permit applications for bridge replacement and roadway improvement projects that impact aquatic resources in Pennsylvania. **Permits have been submitted through PADEP's ePermitting Systems (KEEs for PennDOT funded projects)** and plans reviewed through coordination with local county conservation districts, including Delaware, Chester, Montgomery and Bucks county. Recently, A.D. Marble completed a general permit and a minor amendment for three (3) sections of the Radnor TAP Trail in Radnor Township, Delaware County, PA.

d. Team History on Past Projects

AI Engineers and A.D. Marble have teamed together on all five similar projects listed above. We are teamed with French and Parrello on the County of Bucks East College Ave. Bridge and the County of Chester West Cedarville Road Bridge. AIE is teamed with CEG on The Northampton County and both County of Bucks projects. We are also teamed with Survey and Mapping (SAM) on the County of Chester West Cedarville Road Bridge as well as the PennDOT replacement of Honeymoon Trail Bridge. AIE has a strong working relationship with our proposed subs. AIE works with our subconsultants as an integral part of the Team, relying on their expertise in their respective disciplines while holding them accountable for meeting the requirements of AIE's project-specific project management and quality plans. This involves proactive, constant communication and coordination between

AIE's Project Manager and all subconsultant team members ADM, ARROW, CEG, and SAM will participate in regular progress/status meetings with AIE to ensure their tasks are completed on time and to address any issues that may affect the schedule. Our subconsultants will be expected to adhere to our QA/QC plan for the duration of the project, including the submission of QA/QC documentation for their deliverables, which will also be reviewed by AIE for completeness and technical accuracy before submitting to the County.

e. Firm Procedures & Quality Assurance/Quality Control Plan

Over the years, we have successfully completed many large and complex projects while meeting owners' time, quality, cost, and budgetary expectations. As such, **our staff has acquired a thorough knowledge of municipal, state, and federal policies, procedures, and record-keeping requirements.** Our personnel have extensive bridge design experience and the **AIE Team is familiar with PennDOT standards, policies, and procedures,** which means there is no learning curve. **AIE** employs a defined QA/QC program on all projects to ensure the high caliber of design and construction phase services performed. QA/QC is the responsibility of every person involved in the daily activities of design, management, and/or inspection operations. The QA/QC program engages an independent in-house QA/QC team for the review of documents and includes a senior engineer that is not otherwise involved in the project work to provide an unbiased review and coordination of the QA/QC activities. **For this project, Shahvir Vimadalal, PE will oversee and manage the QA/QC program.** The QA/QC team is engaged from the initial internal kickoff meetings to the submission of design deliverables. Our Quality Control philosophy is communicated to all staff members and is reinforced at monthly project status meetings.

f. Firm's Adherence to Scope & Budget

Our **Project Manager, Michael Beal, PE, CBSI,** will monitor the progress of the work to make sure that tasks are completed within the assigned timeframe and that the deliverables are prepared in accordance with the scope of work. He will track accounting reports that include the assigned hours, approved labor cost, and direct expenses for

FIRM BACKGROUND & EXPERIENCE

each task along with the labor and expenses used and percentage completion of the work. This progress tracking will be utilized to ensure that development of the project is commensurate with the approved fee proposal. If any unanticipated conditions arise that need scope and/or fee modification, he will promptly contact the County to discuss an appropriate course of action.

g. Value Engineering

Value Engineering (VE) Process

Our VE approach is described in detail in the Budgeting, Change Order, and Schedule Controls section of this RFP response. To summarize, the VE process involves eight activities needed to accomplish a VE study, organized into three parts: **Pre-study, VE Study, and VE Report**. The **AIE** Team follows an enhanced eight-phase Job Plan for VE Studies: Preparation, Information, Function Analysis, Creativity, Evaluation, Development, Presentation, and Implementation. One of the key factors is the evaluation of VE alternative performance through a process called Value Metrics. The **AIE** Team places great emphasis on the quality, completeness, and technical merit of the VE alternatives our teams develop. Facilitators are adept at directing the VE process to explore a variety of possibilities, culminating in the development of alternatives that provide practical, value-added solutions aligned with the project scope, end-user needs, and **client** objectives.

h. Process to Minimize Change Orders

AIE will strive to provide a design to minimize or possibly eliminate change orders. Schedule changes, cost overruns, and project delays can tarnish the Engineer's relationship with the Contractor and Owner. To minimize change orders certain steps can be taken during the design phase that will help minimize errors and omissions, revisions, and redesign during construction. AIE will take the following approach to minimize change orders on this project. Of importance is the ability to obtain a sufficient topographical survey and as-built information on existing structures within project limits and use the information effectively in each design phase. The structure alternatives analysis should evaluate all feasible alternates for the proposed bridge structure. The final recommended alternate should be evaluated for constructability. This can be performed in more detail even at the conceptual stage by sizing cranes, reviewing staging areas, engineering construction sequences, checking construction clearances, hauling and detour routes, availability of materials, and lead time for procurement, etc.

AIE encourages collaboration between the designer and in-house construction experts to vet out the best-fit alternate and perform a constructability review at an early stage. A multi-discipline or cross-discipline plan review will be performed at the 60% design completion level. AIE performs this review internally with the project team wherein each discipline involved in the project will provide comments on the project design under the oversight of the Project Manager. In this way, all aspects of the project are considered and incorporated to provide an inclusive set of contract documents. This approach is beneficial in resolving conflicts between various elements of the structure or highway/roadway that is being designed. Clarity of contract documents is key to minimizing change orders. For this, our approach will be to produce drawings and specifications which can be interpreted and understood by the Contractor and even their non-technical personnel involved in the project. **"The drawings and specifications must speak to the reader."** Accurately locating underground utilities during the survey is another aspect of the design we focus on. We collaborate with utility companies to obtain accurate information. Sometimes it is impossible to locate all utilities that may be present at the project's site especially if as-built plans of structures and the highway are unavailable or the history of the area is unknown. For this AIE will bring in the risk management processes. AIE will include an adequate contingency in the project estimate to account for unforeseen conditions and minimize change orders. An adequate number of soil borings and geotechnical investigations should be performed for bridge structures. This is necessary to accurately determine the depth of bedrock, groundwater levels, and presence of soil strata that has the adequate bearing capacity to support new foundations. Borings should also be performed at locations where temporary earth retaining systems such as temporary sheeting or soldier piles and lagging are anticipated for support of excavations. AIE will work in collaboration with the geotechnical engineer and ensure that adequate soil exploration is performed, and appropriate geotechnical and foundation recommendations are provided in the report. At 60% and 90% design completion AIE, will solicit the Geotechnical Engineer's review of the design plans to ensure that the parameters, requirements, and recommendations of the Geotechnical engineer have been incorporated into the design. This will minimize surprises and additional costs during construction. If sufficient soil investigation is not performed in the design phase, it can lead to costly excavations and lengthy dewatering operations leading to increased cost, change orders, and significant project delays.

i. Meet or Reduce Schedule Process

Upon being awarded the project, AIE's Project Manager, Michael Beal, PE, CBSI will request a Scoping Meeting with the County to discuss the project scope, objectives, and schedule. Mr. Beal will coordinate with the AIE Team to disseminate this information and develop the project schedule and milestones. He will prepare the schedule in

FIRM BACKGROUND & EXPERIENCE

Microsoft Project. Mr. Beal will develop a Project Management Plan to be followed by the team and will hold regular meetings between key staff and subconsultants to discuss project progress, deadlines, issues, and staffing needs. Mr. Beal will monitor the schedule to ensure all tasks are completed in a timely manner. AIE will provide the County with monthly progress updates that compare actual progress to the initially submitted schedule and identify any project issues or challenges that require mitigation, including allocation of additional resources. Specific engineering, design, and coordination tasks will be prioritized and sequenced according to the key issues which affect the schedule. These critical path activities will include environmental clearance, waterway permitting, right-of-way plan approval and acquisition, and utility coordination and relocation. Identifying environmental constraints early in Preliminary Engineering is crucial to keep a project on schedule; and quickly obtaining environmental clearance and permit approvals are critical milestones. Coordination with the relevant environmental agencies will commence immediately following the environmental activities with a focus on receiving the respective clearance letters. We will request a Waterway Permitting Pre-Application meeting with the PA DEP Regional Office to discuss the permitting requirements. All permitting application documents will be reviewed for technical accuracy and completeness to minimize review comments by DEP and facilitate an efficient approval process. Right-of-way (ROW) activities and utility coordination will take place early in the design process. The ROW plans will be closely coordinated with the construction plans for consistency and accuracy. Existing utility facilities will be precisely located, and we will communicate with the utility owners early and often with a clear conveyance of the project scope and schedule.

We understand the significance of staff availability throughout the duration of the contract. Our Project Manager will closely monitor and coordinate the schedules of our staff members, ensuring that they are fully committed and accessible for any project-related requirements. Should any unforeseen circumstances arise, we have contingency plans in place to promptly address any potential gaps in staff availability. With our unwavering commitment to meeting your needs, you can trust that our staff will be accessible, responsive, and fully engaged throughout the duration of this project. Furthermore, our staff is thoroughly familiar with municipal, state, and federal policies, procedures, and guidelines and is available to work when and how PennDOT needs them throughout this project.

As a current example of a reduced schedule, AIE is committed to an 8-month design duration for Chester County Bridge 311 (West Cedarville Road) from NTP through PS&E, which is extremely aggressive. Several strategies we are employing to reduce the design schedule are the following:

- ▶ Setting a conservative Limit of Disturbance to determine property impacts so that right-of-way plans can be developed early.
- ▶ Obtaining preliminary geotechnical and hydraulics information ahead of the reports to proceed with the engineering design faster.
- ▶ Setting aside time blocks for the County in advance to review design submissions.
- ▶ Finalizing the relevant plans early to be included with the Waterway Permit so that it can be submitted as early as possible.

j. Conflicts of Interest

AI Engineers, Inc (AIE) does not have any potential conflicts of interest in providing these services.

k. Firm Type

AI Engineers, Inc (AIE) is an Equal Opportunity/Affirmative Action firm, however, not a PA-certified woman, veteran, or minority-owned business. Please refer to Appendix Q for response and Attachments for a copy.

Subconsultants

- ▶ **A.D. Marble (ADM)**, founded in 1985, is a DBE/MBE/WBE-certified consulting firm with services tailored to meet clients' needs with a focus on the transportation industry. **ADM will be providing environmental and cultural resources studies, environmental/waterway permitting, environmental monitoring during construction (optional), and hydrology and hydraulic services for this project.**
- ▶ **Cedarville Engineering Group, LLC (CEG)** is a DBE/WBE multi-disciplined engineering and environmental firm with a staff of nearly 40 professionals including environmental engineers, environmental scientists, and surveyors. **CEG will be providing survey and right-of-way services on this project**
- ▶ **French & Parello Associates (FPA)** has addressed the geotechnical and environmental demands of critical infrastructure since 1974. They are a locally and nationally ENR-ranked firm with over 185 professionals on staff. **FPA will be providing geotechnical engineering services on this project.**
- ▶ **Survey and Mapping, LLC (SAM)** is of the largest providers of geospatial data solutions. They have the tools and skills to develop efficient and customized solutions for projects of any scale. **SAM will be providing utility coordination services on this project.**
- ▶ **Arrow Land Solutions, LLC (ALS)**, a woman-owned business, has significant knowledge and background in the Uniform Act and Eminent Domain Code, which makes them a valuable member of any team. **ALS will be providing right-of-way acquisition services on this project.**

TAB 3

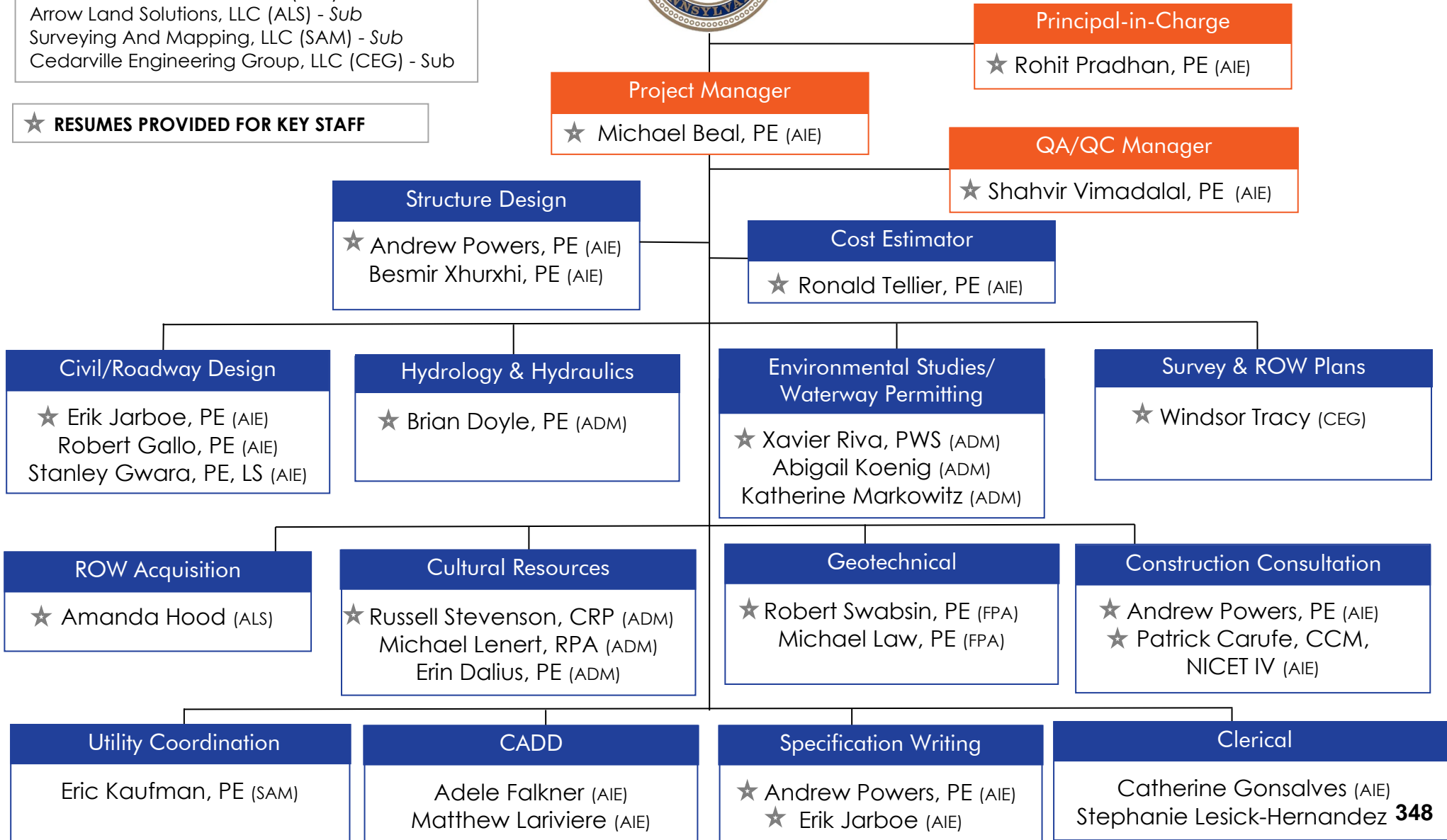
Team Background & Experience



Legend:

- AI Engineers, Inc. (AIE) - Prime
- AD Marble (ADM) - Sub
- French & Parrello Associates (FPA) - Sub
- Arrow Land Solutions, LLC (ALS) - Sub
- Surveying And Mapping, LLC (SAM) - Sub
- Cedarville Engineering Group, LLC (CEG) - Sub

★ RESUMES PROVIDED FOR KEY STAFF



Education:

- MBA, University of Connecticut, Storrs, CT, 1996
- MS, Civil Engineering, University of Texas, Austin, TX, 1985
- BS, Civil Engineering, Bombay University, 1981

Professional Licenses and Certifications:

- Professional Engineer: PA, NY, RI, CT, MA

Years of Experience:

- 37 Years

References:

- Michael Emili, PE
Director of Public Works
County of Northampton
Office: 610-829-6398
Mobile: 484-523-9841
MEмили@norcopa.gov
- Eric Quinn, AICP
Bridge Program Manager
County of Chester
Phone: 610-344-6130
equinn@chesco.org

Mr. Pradhan has over 37 years of experience in managing and directing multiple, concurrent, design and construction projects including complete bridge replacement, repair, and rehabilitation. His responsibilities have included project management, quality assurance, structural design/evaluation, client contract/fee negotiations, and construction project management. Mr. Pradhan is skilled in assigning and managing project personnel due to his extensive leadership and supervisory experience and is adept at overseeing project delivery to ensure conformance to state/federal guidelines. He is extremely familiar with the challenges associated with infrastructure improvement projects. Mr. Pradhan ensures that policies and standardized procedures are duly established and followed to reduce errors and omissions during the project. The following are some examples of his project experience:

- **County of Northampton Engineering Services for the Replacement of Kressman Road over Fry's Run, Williams Township, PA** - Served as Principal-in-Charge. This project involved the replacement of an existing single span, reinforced concrete bridge, which closed due to flood damage. AIE provided complete design services including preliminary engineering, final design, bidding phase, and construction administration services in accordance with AASHTO and PennDOT design standards.
- **PennDOT District 8-0 Design and Construction Consultation Services for the Replacement of Honeymoon Trail Bridge, Dauphin County, PA** - Serving as Principal-in-Charge. This project involves the replacement of an existing stone masonry arch bridge. Responsibilities include preliminary engineering, final design, and construction consultation services in accordance with AASHTO and PennDOT design standards.
- **County of Bucks Engineering Design Services for the Rehabilitation of Stouts Valley Road over Cooks Creek, Durham Township, PA** - Served as Principal-in-Charge. This project involves the rehabilitation of an existing two-span, reinforced concrete tee beam bridge built in 1931. The project involved design services in accordance with PennDOT design and safety standards. The scope of work includes in-depth bridge inspection, utility coordination, survey, wetlands investigation, T&E species coordination, E&SC plans, right-of-way plans, detour plan, PS&E package, and construction consultation.
- **County of Bucks Engineering Design Services for the Rehabilitation of East College Avenue over Pennsylvania Canal, Yardley Borough, PA** - Serving as Principal-in-Charge involving the superstructure replacement of an existing prestressed concrete adjacent box beam bridge built in 1973. The project involved complete design services as a prime consultant in accordance with PennDOT design standards. The scope of work includes in-depth bridge inspection; utility coordination; wetlands investigation; T&E species coordination; detour plan; PS&E package; and construction cost estimate. Mr. Pradhan was responsible for the overall management, oversight, and ensuring sufficient allocation of resources for the project.
- **County of Chester Bridge Engineering and Related Services for the Replacement of Chester County Bridge 311, North Coventry Township, PA** - Served as Principal-in-Charge. This project involves the full replacement of an existing single span steel multi girder bridge. Design services consist of preliminary engineering, final design, bidding phase,

and construction administration services per AASHTO and PennDOT design standards.

- **VDOT Replacement of I-81 NB & SB over Reed Creek Bridge Replacement, Wythe County, VA** - AIE's Project Manager. Responsible for supervising the completion of final design plans and load rating for the replacement of the twin bridges carrying I-81 NB and SB over Reed Creek in Wythe County, VA. The project consisted of 2 bridge replacements (NBL and SBL), and the scope involved staged deck and superstructure design, including semi-integral backwalls for the 96'-124'-96' (316' total) continuous steel plate girder spans with a width of 62'-7" face-to-face of curbs for each bridge.
- **City of Norwich Rehabilitation of Pleasant Street Bridge over Yantic River, Norwich, CT** - Served as Project Manager for the rehabilitation design of this bridge. The scope of services entailed replacing the concrete deck utilizing the existing steel superstructure.
- **Town of Smithfield Mountindale Road Bridge over Reaper Brook, Smithfield, RI** - Served as Project Manager for the replacement of the Mountindale Road Bridge. The project consisted of five major phases: Phase I - Evaluation of Reports and Structural Analysis, Phase II - Design, Phase III - Permitting, Phase IV - Construction Bid Phase, and Phase V - Construction Engineering and Inspection. A complete study of the site was conducted, including environmental, hydrology, hydraulics, and scour studies.
- **Town of Oxford Replacement of Dutton Road Bridge over Little River, Oxford, CT** - Serving as QA/QC Manager providing bridge design and engineering services for the replacement of Dutton Road Bridge over Little River. Bridge construction will be staged in two major phases, and the replacement structure will align with existing roadway edges and centerline. The approach roadway width as well as the curb-to-curb width on the bridge is being designed to meet roadway geometric standards for local roads.
- **Town of Westport Replacement of Bayberry Lane Bridge over Aspetuck River, Westport, CT** - Serving as QA/QC Manager for providing bridge design and engineering services for the replacement of Bayberry Lane Bridge over Aspetuck River. The proposed crossing is being designed to meet current bridge design and geometric standards for local roads, hydraulic requirements to accommodate a 100-year design flood, and foundation details that can resist the effects of riverbed scour. The design will maximize the use of Prefabricated Bridge Elements (PBEs) that will allow for the use of Accelerated Bridge Construction (ABC) techniques.
- **Town of Avon Old Wheeler Lane Bridge over Roaring Brook, Avon, CT** - Serving as the Assistant Project Manager for this superstructure replacement and substructure repair project, which includes scour mitigation as necessary to prevent streambed erosion from flows of extreme storm events. The bridge was constructed in 1964 and is classified as being in "poor" condition. Services include replacement of the superstructure of the bridge and providing minor substructure repairs. New concrete sidewalks and parapets will be incorporated into the superstructure and new approach guide railing will be installed at all four corners of the bridge.
- **Village of Mount Kisco Legion Way Culvert Replacement, Mount Kisco, NY** - Serving as Principal-in-Charge and responsible for the overall management of this project. The project involves the replacement design of a failing culvert. Scope of work includes survey, geotechnical investigation, hydraulic modeling, and relocation of the existing sewer and water mains.
- **Town of Wallingford Rehabilitation of Toelles Road Bridge over Quinnipiac River, Wallingford, CT** - Serving as Principal-In-Charge on this bridge rehabilitation project. The bridge substructure will be maintained a new superstructure is being designed using through-deck trusses. The new trusses will be galvanized steel spanning between abutments with transverse floor beams carrying a reinforced concrete deck on stay-in-place forms.
- **CTDOT Replacement of U.S. Route 1 over Metro-North RR, Stratford, CT** - Serving as Project Manager for providing final design plans, specifications, and construction cost estimates for Bridge No. 00326. This project consists of a full bridge replacement with a 120 ft. simple-span, steel girder superstructure founded on GRS-IBS abutments. The scope of work involves implementing work zone traffic control and providing tract protection.

Education:

- MS, Civil Engineering, Manhattan College, 2011
- BS, Civil Engineering, University of Connecticut, 2003

Professional Licenses and Certifications:

- Professional Engineer: PA, NJ, NY, CT, MA, SC, NC, MD, WV, RI, DC

Training:

- NHI Safety Inspection of In-Services Bridge (2012)
- NHI Bridge Inspection Refresher Training (2021)
- PennDOT Bridge Inspection Practices and Procedures (2019)
- PennDOT Bridge Inspector Refresher Training (2023)
- FHWA Introduction to Element Level Bridge Inspection (2015)
- NHI Fracture Critical Inspection Techniques for Steel Bridges (2013)
- Load and Resistance Factor Rating of Highway Bridges (2021)
- NHI Tunnel Safety Inspection (2016)

Years of Experience:

- 20 Years

References:

- Michael Emili, PE
Director of Public Works
County of Northampton
Office: 610-829-6398
Mobile: 484-523-9841
MEmili@norcopa.gov
- George W. Hutt
Director of Operations
County of Bucks
Office: 215-345-3951
Mobile: 267-337-2418
ghutt@buckscounty.org

Mr. Beal has 20 years of experience specializing in structural engineering and leads our Exton, Pennsylvania office. His bridge experience involves the management and oversight of bridge design, NBIS bridge inspection and load rating projects for various state agencies and private clients. He has performed routine, in-depth, special member and fracture critical bridge inspections, setup temporary traffic control patterns, inspected culverts, complex tunnels, and ancillary highway structures including highway signs, ITS, signals, and lighting structures. He has performed load ratings of single to multi-span bridges utilizing AASHTOWare BrR and BRASS software. He has performed structural analysis and design of building structures. His projects of note include the following:

- **County of Northampton Engineering Services for the Replacement of Kressman Road over Fry's Run, Williams Township, PA** - Served as Project Manager involving the superstructure replacement of an existing single-span reinforced concrete bridge. The project involved complete design services including preliminary engineering, final design, bidding phase, and construction administration services per AASHTO and PennDOT design standards. Mr. Beal is responsible for project oversight, scheduling, managing subconsultants, and quality assurance, and is the client liaison. Tasks included subsurface exploration, survey, wetland studies, threatened and endangered species coordination, hydrology and hydraulics, cultural resources coordination, utility coordination, structure alternatives analysis, waterway permitting, right-of-way plans, PS&E package, bidding phase services, review of contractor submittals, processing RFIs, and construction inspection.
- **County of Bucks Engineering Design Services for the Rehabilitation of Stouts Valley Road over Cooks Creek, Durham Township, PA** - Serving as Project Manager involving the rehabilitation of an existing two-span, reinforced concrete tee beam bridge built in 1931. The project involves complete design services as per PennDOT design and safety standards. The scope of work includes in-depth bridge inspection, utility coordination, survey, wetlands investigation, T&E species coordination, E&SC plans, right-of-way plans, detour plans, PS&E packages, and construction consultation. Mr. Beal is responsible for project oversight, scheduling, managing subconsultants, and quality assurance, and is the client liaison.
- **County of Bucks Engineering Design Services for the Rehabilitation of East College Avenue over Pennsylvania Canal, Yardley Borough, PA** - Serving as Project Manager involving the superstructure replacement of an existing prestressed concrete adjacent box beam bridge built in 1973. The project involves complete design services as a prime consultant in accordance with PennDOT design standards. The scope of work includes in-depth bridge inspection; utility coordination; wetlands investigation; T&E species coordination; detour plan; PS&E package; and construction cost estimate. Mr. Beal is responsible for project oversight, scheduling, managing subconsultants, quality assurance, and is the client liaison.
- **PennDOT District 8-0 Design and Construction Consultation Services for the Replacement of Honeymoon Trail Bridge, Dauphin County, PA** - Serving as Project Manager responsible for project oversight, technical reviews, scheduling, managing subconsultants, quality assurance, and is the client liaison. This project involves the replacement of an existing stone masonry arch bridge. The project involves preliminary engineering, final design, and construction consultation services in accordance with AASHTO and PennDOT design standards.

- **County of Chester Bridge Engineering and Related Services for the Replacement of Chester County Bridge 311, North Coventry Township, PA** - Served as Project Manager. This project involves the full replacement of an existing single span steel multi girder bridge. Design services consist of preliminary engineering, final design, bidding phase, and construction administration services per AASHTO and PennDOT design standards. Mr. Beal is responsible for project oversight, scheduling, managing subconsultants, and quality assurance. Tasks include subsurface exploration, survey, wetland studies, threatened and endangered species coordination, hydrology and hydraulics, cultural resources coordination, utility coordination, structure alternatives analysis, waterway permitting, right-of-way plans, PS&E package, bidding phase services, review of contractor submittals, processing RFIs, and construction consultation.
- **PennDOT Instrumentation & Monitoring of Bridges, Statewide, PA** - Served as Senior Structural Engineer for this project involving the installation of over 700 wireless sensors, load testing, and analysis of ten bridges in Districts 6-0, 9-0, and 11-0 for PennDOT. These bridges range from simple span box beams to the Elizabeth Bridge (1,500 ft. long with 13 approach spans and a 3-span continuous thru-truss with a 450-ft.-long main span with a cable suspended roadway).
- **NJDOT Inspection of 78 Hunterdon County Owned Bridges, Group 10F3, Hunterdon County, NJ** - Serving as Project Manager responsible for overall project delivery and quality assurance. The project includes the inspection of bridges per the requirements of NBIS, FHWA, AASHTO, and NJDOT standards. Bridges include steel I-beams, adjacent prestressed concrete box beams, concrete and masonry arches, and timber beams. UAS/Drone inspections will be performed on 5 bridges in the assignment, the first time this will be done by NJDOT for bridge inspections.
- **MassDOT Statewide Design and Review Services: I-91 NB over Pan Am Railroad, Greenfield, MA** - Assistant Project Manager. This Assignment included the complete replacement of an existing steel girder bridge in poor condition. Scope of work included a peer review of the final structural design including the bridge layout geometrics, substructure, and superstructure.
- **ENEL Energy (formerly Boott Hydroelectric) Merrimack Street Bridge over the Eastern Canal Superstructure Replacement Design, Lowell, MA** - Assistant Project Manager. This project involved the replacement of an existing two-span, steel girder superstructure and composite reinforced concrete deck with new precast concrete deck panels, as well as partial rehabilitation of the existing granite masonry abutments and pier. Services included survey, permitting, design plans, specifications, construction cost estimate, construction inspection, and load rating. Responsible for maintaining the design schedule, monitoring budget and progress, preparing the construction cost estimate, review of design plans, review of shop drawings, performed construction inspections, and reviewed construction inspection reports prepared by others.
- **NYS DOT Biennial Inspection of Kings & Richmond Counties Bridges, New York, NY** - Serving as Assistant Project Manager responsible for scheduling inspections, coordinating with MPT vendors, ordering access equipment, and emergency response coordination. Also responsible for tracking the progress of inspection and report submission dates. The project includes project coordination/office support and field services necessary to complete bridge inspection, inventory, and load rating work for structures identified by NYS DOT.
- **MassDOT Bridge Load Rating Services, Statewide, MA** - Served as Assistant Project Manager and also provided QA/QC reviews of load rating analyses and reports. Bridges were analyzed using AASHTOWare BrR and STAAD.Pro and evaluated for HL93, H20, Type 3, Type 3S2, HS20, SU, and EV vehicles in accordance with AASHTO specifications and the MassDOT Bridge Design Manual.
- **MBTA General Engineering Consultant (GEC) Services, Task Orders 1 & 3, Statewide, MA** - Served as Assistant Project Manager for the inspection and load rating of several railroad structures carrying commuter rail and transit lines. Responsible for meeting scope, schedule, and budget; overseeing the timely submission of deliverables; and conducting QC/QA reviews.
- **MBTA Inspection and Rating of MBTA Bridges Systemwide, MA** - Served as Assistant Project Manager and Team Leader for the inspection and rating of bridges on this project.

Education:

- MS, Structures, University of Cincinnati, 1982
- BE, Civil Engineering, M.S. University of Baroda, India, 1980

Professional Licenses and Certifications:

- Professional Engineer: NJ, MA, CT, RI, ME, NH, VT

Professional Associations:

- Member of American Society of Civil Engineers (ASCE) and Boston Society of Civil Engineers Section (BSCES)
- BSCES SEI Boston Committee (2008-Present) & Chair (2017-2018)
- ACEC/MA TALC Committee (2011-2014)
- ACEC/CT Alternate Director (2004-2006) & Director (2006-2007)
- Connecticut Society of Civil Engineers (CSCE) Structures Technical Group Officer (2001-2005) & Chair (2003-2004)
- CSCE Board Member (1995-2001) & President (1998-1999)

Training:

- NHI Safety Inspection of In-Service Bridges (1993)
- NHI Bridge Inspection Refresher Course (2022)

Years of Experience:

- 35 Years

References:

- Frank Suszynski, PE
District 4 Assistant Highway Director
MassDOT Highway Division
781-641-8474
frank.suszynski@state.ma.us
- Mohammed Nabulsi, PE
District 3 Bridge Engineer
MassDOT Highway Division
508-929 3849
mohammed.nabulsi@dot.state.ma.us

Mr. Vimadalal has 35 years of engineering experience including structural design and inspection. He has managed numerous structural design projects involving preservation to keep the assets in a state of good repair and/or extend their service life. Mr. Vimadalal has also managed the design of various maintenance buildings, retaining walls and foundations. Following is a partial list of successful projects that highlight his experience:

- **Rehabilitation, Improvement, & Repair of Four Orphan Bridges, Middlesex County, NJ** - Served as Project Manager and Principal Engineer on this project, which involved condition survey and rehabilitation design of two local road bridges over Amtrak Northeast Corridor and two local road bridges over Conrail. Rehabilitation design included deck repair, deck replacement, and superstructure replacement. Work included coordination with Amtrak and Conrail.
- **RIDOT Newman Avenue Bridge Replacement, East Providence, RI** - Served as Project Manager for Newman Avenue Bridge Replacement in East Providence, and multiple inspection/rating assignments including several bridges of various structure types.
- **RIDOT Route 1 Narragansett/South Kingstown Bridge Repairs, RI** - Served as Structural Project Manager for repairs of Bridge Nos. 483, 484, 485 and 486. Bridge repairs included pier cap replacement, abutment and pier column repairs including FRP wrapping, beam end repairs and deck joint replacement.
- **RIDOT Bridge & Structure Design, RI** - Served as Senior Structural Engineer on RIDOT bridge design projects including new Route 138 over North Road and Jamestown Brook in Jamestown and two (2) culverts along Atwood Avenue in Johnston. North Road Bridge included a prestressed concrete multi-girder superstructure with stone facing on bridge parapets, abutments, and wingwalls
- **RIDOT Hurricane Sandy Emergency Repairs, Poppasquash Road, Bristol, RI** - Mr. Vimadalal was the Bridge Design Discipline Leader for this emergency repair project. He was responsible for the overall design of emergency repairs to historic seawalls and two culverts and their approaches on Poppasquash Road in Bristol. The design of all aspects of the project and advertisement was completed within 3 months of the Notice to Proceed.
- **MassDOT Accelerated Bridge Program, Statewide, MA** - Served as Project Manager on various projects using Accelerated Bridge Construction Techniques (ABC). Select projects included McGrath Highway over Gilman Street (Somerville), Woodlawn Avenue over CSX Railroad (Pittsfield) and Route 19 over Mill Brook (Brimfield) (first NEXT Beam bridge project for MassDOT). Work on the Route 19 Bridge also included modifying MassDOT standard details and developing new details to incorporate NEXT beams. The Gilman Street Bridge was single span 6-lane bridge replacement in a heavily travelled urban section of Route 28 and used precast concrete abutments and precast concrete deck panels supported on steel rolled beam superstructure.

Education:

- BS, Civil Engineering, University of Connecticut, 1994

Professional Licenses and Certifications:

- Professional Engineer: CT
- FAA Part 107 Licensed Remote Pilot-In-Command

Years of Experience:

- 29 Years

References:

- Karen Riemer
Transportation Engineer
Phone: 860-594-3177
james.kocaba@ct.gov
- James Kocaba
Construction Cost Estimator
Phone: 860-594-2689
james.kocaba@ct.gov

Mr. Tellier has nearly 30 years of experience at CTDOT where for four years he served as an Administration, Policy, and Estimation Supervising Engineer. Prior to that he was a Supervising Engineer in the office of Architectural, Engineering and Construction (AEC) Applications for nine years, in charge of the civil applications and mobile inspections technologies. He also served as a Highway Design Engineer for his first fifteen years at CTDOT. He was also responsible for developing and implementing a range of AEC programs, policies, and guidelines. A selection of his experience includes:

- **CTDOT Administration/Policy/Estimation Supervising Engineer** - Reviewed and developed bid analyses and cost estimates. Developed and maintained Cost Estimating Guidelines. Oversaw implementation and operation of AASHTOWare Project Estimation™; Estimation System. Developed and maintained CTDOT Estimator User Guide. Also oversaw the issuing of new Department directives and bulletins (policy). Reviewed CAD submissions for Electronic Engineering Data (EED), prepared EED packages for use by contactors (bidding and Automated Machine Control), inspectors (GPS Inspection), and Project Manager for Unmanned Aerial Systems (drone program).
- **CTDOT Architectural/Engineering/Construction Applications Supervising Engineer** - Oversaw the development of CAD software and standards. Also oversaw and gave training for Mobile Inspection Technology (GPS Inspection). Managed the scanning, attribution, and storage of all legacy CTDOT projects (over 10,000), and developed standards for submittals of electronic engineering data. Oversaw implementation of Estimator, developed a user guide, and trained CTDOT personnel and consultants. Helped develop and was CTDOT administrator for Continuously Operating Reference System (CORS) network, ACORN.
- **CTDOT State Highway Design** - Served as Project Engineer and Project Designer responsible for supervising and training design engineers in the development of permits, plans, specifications, and estimates for complex highway and transportation construction contracts. Prepared and reviewed computations for storm sewer, and culvert designs. Performed complex work in preparation and review of plans, specifications, and estimates.
- **CTDOT Replacement of Bridge No. 01664, Route 123 over Norwalk River, Norwalk, CT** - Served as Lead Highway Engineer for this project which involved the replacement of a stone-arch bridge that was originally constructed in 1860. This project had numerous utility relocations/conflicts including being adjacent to an Eversource substation, the proximity of a 345kV transmission line, and several utilities (fiber optics, water main and gas main) located on the structure itself.
- **CTDOT Replacement of Bridge Number 02221, CT Route 25, Newtown, CT** - Served as the Project Engineer developing the design of the project from pre-design through delivery of PS&E. This project involved the replacement of a deteriorated culvert with a pre-cast 10' X 6' box culvert.
- **CTDOT Route 64 Bridge No. 02004 Replacement at Goat Brook, Middlebury, CT** - Served as the Project Engineer developing the design of the project from pre-design through delivery of PS&E. This project involved the replacement of a deteriorated culvert.

Education:

- BS, Industrial Technology, Tech. Management, Central Connecticut State University, 2005
- AS, Technological Studies, 2002

Professional Licenses and Certifications:

- Professional Engineer: NY, CT

Years of Experience:

- 19 Years

References:

- Michael Emili, PE
Director of Public Works
County of Northampton
Office: 610-829-6398
Mobile: 484-523-9841
MEmili@norcopa.gov

George W. Hutt
Director of Operations
County of Bucks
Office: 215-345-3951
Mobile: 267-337-2418
ghutt@buckscounty.org

Mr. Jarboe has over 19 years of civil engineering and specification writing experience including the development of major transportation improvement projects. He served in CTDOT's Highway Division for over 13 years in various capacities including Project Manager, Project Engineer, Design Engineer, etc. Working in all three positions, Mr. Jarboe has provided engineering for numerous roadway and bridge projects. This work has included roadway design, stormwater drainage design, utility coordination, cofferdam design, and temporary water handling. He is also proficient in specification writing for major transportation infrastructure projects including bridges, ensuring that project requirements are adequately documented to meet industry standards and regulatory compliance. Mr. Jarboe also has extensive experience in public outreach for State highway projects. His key project experience includes the following:

- **County of Northampton Engineering Services for the Replacement of Kressman Road over Fry's Run, Williams Township, PA** - Served as Highway Engineer. This project involves the replacement of an existing single-span, reinforced concrete rigid frame, closed due to flood damage. AIE provided complete design services including preliminary engineering, final design, bidding phase, and construction administration services per AASHTO and PennDOT design standards. Responsible for the design of the approaches, and associated roadway items and oversaw plan preparation.
- **PennDOT District 8-0 Design and Construction Consultation Services for the Replacement of Honeymoon Trail Bridge, Dauphin County, PA** - Served as Lead Highway Engineer. This project involves the replacement of an existing stone masonry arch bridge. AIE is providing preliminary engineering, final design, and construction consultation services per AASHTO and PennDOT design standards. Responsible for roadway design and detour plans.
- **County of Bucks Engineering Design Services for the Rehabilitation of Stouts Valley Road over Cooks Creek, Durham Township, PA** - Served as Highway Engineer. This project involves the rehabilitation of an existing two-span, reinforced concrete tee beam bridge built in 1931. AIE is providing complete design services by PennDOT design and safety standards. The scope of work includes in-depth bridge inspection, utility coordination, survey, wetlands investigation, T&E species coordination, E&SC plans, right-of-way plans, detour plans, PS&E packages, and construction consultation. Mr. Jarboe is responsible for roadway design, pavement marking and signage, and detour plans.
- **Town of Westport Replacement of Bayberry Lane Bridge over Aspetuck River, Westport, CT** - Serving as Senior Project Engineer providing engineering services to the Town of Westport for the replacement of Bayberry Lane Bridge over Aspetuck River (Bridge No. 04969). The Town of Westport is pursuing the total replacement of the bridge on the existing alignment. The proposed crossing will be designed to meet current bridge design and geometric standards for local roads, hydraulic requirements to accommodate a 100-year design flood, and foundation details that can resist the effects of riverbed scour. The design will maximize the use of Prefabricated Bridge Elements (PBEs) that will allow for the use of Accelerated Bridge Construction (ABC) techniques.

Education:

- BS, Civil Engineering, Widener University, 2013
- BS, Physics, Gettysburg College, 2011

Professional Licenses and Certifications:

- Professional Engineer: PA, SC

Training:

- PennDOT Basic Course on Bridge Safety Inspection (2014)
- PennDOT Bridge Safety Inspector Refresher Course (2022)
- NHI Fracture Critical Inspection Techniques for Steel Bridges (2019)
- OSHA Confined Space Safety (2015)

Years of Experience:

- 11 Years

References:

- Michael Emili, PE
Director of Public Works
County of Northampton
Office: 610-829-6398
Mobile: 484-523-9841
MEmili@norcopa.gov
- Eric Quinn, AICP
Bridge Program Manager
County of Chester
Phone: 610-344-6130
equinn@chesco.org

Mr. Powers has over 11 years of structural engineering experience and specification writing. He is experienced in a variety of design methodologies, bridge inspection, and construction support. Mr. Powers has completed numerous projects for PennDOT, including bridge design (geometry, beam design, culvert design, substructure design, geotechnical coordination, and quantity and cost estimating), bridge safety inspections, emergency bridge inspections, and fracture critical inspections. He is also proficient in specification writing for major transportation infrastructure projects including bridges, ensuring that project requirements are adequately documented to meet industry standards and regulatory compliance. His projects of note include the following:

- **County of Northampton Engineering Services for the Replacement of Kressman Road over Fry's Run, Williams Township, PA** - Serving as Project Engineer. This project involves the superstructure replacement of an existing single-span reinforced concrete bridge. AIE is providing complete design services including preliminary engineering, final design, bidding phase, and construction administration services in accordance with AASHTO and PennDOT design standards. Prepared layouts, structure alternatives analysis, preliminary construction cost estimate, structural design, and preparation of structural design plans.
- **County of Bucks Engineering Design Services for the Rehabilitation of Stouts Valley Road over Cooks Creek, Durham Township, PA** - Serving as Project Engineer. This project involves the rehabilitation of an existing two-span, reinforced concrete tee beam bridge built in 1931. AIE is providing complete design services in accordance with PennDOT design and safety standards. Led the bridge inspection team and was responsible for the inspection report and structural design. Also was responsible for preparation of design plans and load rating analysis.
- **County of Bucks Engineering Design Services for the Rehabilitation of East College Avenue over Pennsylvania Canal, Yardley Borough, PA** - Served as Project Engineer for this project includes the design of a full superstructure replacement of a single span, prestressed concrete adjacent box beam bridge. AIE is providing complete design services in accordance with PennDOT design and safety standards. The scope of work includes in-depth bridge inspection, utility coordination, survey, wetlands investigation, T&E species coordination, E&SC plans, right-of-way plans, detour plan, PS&E package, and construction consultation. Responsible for leading the structural design effort.
- **PennDOT Rapid Bridge Replacement Project, Statewide, PA** - Served as Bridge Designer creating bridge geometry and layouts and all design calculations required for submittal packages. Types of bridges ranged from culverts to prestressed concrete/steel beam bridges. Work on this project also included bridge replacement quantity and cost estimating.
- **PennDOT Yellow Springs Road over I-76, Chester County, PA** - Served as Bridge Designer on this bridge replacement project. Responsibilities included prestressed beam design, bridge geometry and layout, substructure design, and all other design calculations included in the submittal package. Prepared detailed quantity and cost estimates.
- **PennDOT Keim Street over Schuylkill River, Montgomery/Chester County, PA** - Served as Structural Engineer on this historic bridge replacement project. Responsibilities included prestressed beam design, bridge geometry and layout, substructure design, and design calculations.

Education:

- BS, Construction Management, Utica College of Syracuse University, 1990
- AS, Construction Engineering, Canton College of Technology, 1988
- State University of New York College, Cortland, 1984-1986

Professional Licenses and Certifications:

- Certified Construction Manager (CCM)

Training:

- NICET Transportation/Highway Construction, Level IV
- NETTCP Certified:
 - Paving Inspector
 - Concrete Inspector
 - Soils Inspector
 - Quality Assurance Technician
- Certified ATSSA Traffic Control Supervisor
- OSHA 10 Hour Construction Industry Outreach Training Program

Years of Experience:

- 32 Years

References:

- Michael Emili, PE
Director of Public Works
County of Northampton
Office: 610-829-6398
Mobile: 484-523-9841
MEmili@norcopa.gov
- George W. Hutt
Director of Operations
County of Bucks
Office: 215-345-3951
Mobile: 267-337-2418
ghutt@buckscounty.org

Mr. Carufe has over 32 years of construction engineering and inspection experience on projects that include bridge, roadway, railroad, and facilities reconstruction and improvements. He has provided inspection services on several transportation infrastructure projects and is well-versed in federal, state, and municipal construction policies and procedures. Mr. Carufe has provided field inspection services, supervised other inspectors, overseen the project material testing, assisted with the preparation of necessary construction orders, attended all project meetings, and assisted with resolving construction issues. He has significant experience in steel and concrete structures, roadway resurfacing, railroad track alignments, utility installation, and safety improvements. While executing these projects, Mr. Carufe has effectively coordinated with public owners' representatives, overseen the maintenance and protection of traffic, delivered on safety, as well as met all project compliance requirements per contract documents. His relevant project experience is as follows:

- **County of Northampton Engineering Services for the Replacement of Kressman Road over Fry's Run, Williams Township, PA** - Serving as Construction Engineer. This project involves the superstructure replacement of an existing single-span reinforced concrete bridge. AIE is providing complete design services including preliminary engineering, final design, bidding phase, and construction administration services in accordance with AASHTO and PennDOT design standards. Responsible for providing construction schedule estimate, reviewing design plans, and providing support during construction.
- **County of Bucks Engineering Design Services for the Rehabilitation of Stouts Valley Road over Cooks Creek, Durham Township, PA** - Serving as Construction Engineer. This project involves the rehabilitation of an existing two-span, reinforced concrete tee beam bridge built in 1931. AIE is providing complete design services in accordance with PennDOT design and safety standards. The scope of work includes in-depth bridge inspection, utility coordination, survey, wetlands investigation, T&E species coordination, E&SC plans, right-of-way plans, detour plan, PS&E package, and construction consultation. Responsible for providing construction schedule estimate and reviewing design plans.
- **Town of Westport Replacement of Bayberry Lane Bridge over Aspetuck River, Westport, CT** - Serving as Construction Coordinator for this project. Duties include overseeing the staff and ensuring that all work is performed per the contract documents, as well as Town and State standards. Attending all progress and various project meetings to stay apprised of the project development and continue to have a direct contract with the Town of Westport to make certain all the project requirements are satisfied. Performing spot inspections of project records and checks on computations to ensure inspection staff keeps up with project constraints and verifies the accuracy of payments. Also managing construction inspection billing and budget to track costs and ensure the project is within the CE Construction Inspection Service Agreement.

Education:

- BS, Civil Engineering, Widener University, 2008

Professional Licenses and Certifications:

- Professional Engineer: PA
- Stormwater Control Measures Visual Screening Inspection (VSI)
- Stormwater Control Measures Condition Assessment Inspection (CAI)

Years of Experience:

- 15 Years

References:

- Curtis Venditti, PE, HNTB
c-cvenditt@pa.gov
610-212-4756
- Stephen F. Norcini, PE
Radnor Township,
snorcini@radnor.org
610-688-5600 ext.133

Mr. Doyle has 15 years of experience in the field of water resource engineering and civil site design. He has experience in the design of erosion, sediment control (E&S) plans, post-construction stormwater management (PCSM) plans, grading plans, PCSM, and E&S reports. He has experience in designing various stormwater management BMPs, including, subsurface infiltration basins, bioretention basins/rain gardens, flow through planter boxes, porous pavement, and cisterns. He also has experience in preparing stream and wetland restoration plans including preliminary design, construction drawings, E&S design, details, profiles, cross sections, grading plans, specifications, quantities, and cost estimates. The following are some examples of his project experience:

- **County of Northampton Engineering Services for the Replacement of Kressman Road over Fry's Run, Williams Township, PA** - Served as Project Manager and Engineer responsible for the hydrologic and hydraulic analysis in support of the bridge replacement project. Responsibilities included the development of the existing, temporary and proposed HEC-RAS models, scour analysis and report preparation. Due to the presence of residential structures adjacent to the bridge, the analysis had a zero rise design threshold to avoid any adverse impacts on the adjacent properties.
- **County of Bucks SR 4063 Portzer Road Intersection Improvements, PA** - Served as the Water Resource Engineer for the design of 750 LF stream mitigation for the UNT to Unami Creek. Work included designing a stable stream that lies between a proposed walking trail and Portzer Road. Challenges included limited space to provide a riparian buffer and floodplain and steep gradients. A.D. Marble developed a stabilized stream bed material to account for the larger velocities of a stream that is at a 2.5% gradient.
- **County of Montgomery Bridge #83 over Prophecy Creek, PA** - Served as the Design Engineer responsible for the generation of the hydraulic and hydrologic report and calculations for the replacement of Montgomery County Bridge #83 over Prophecy Creek. The analysis included a multiple opening analysis to account for the additional flows from the adjacent Wissahickon Creek.
- **County of Montgomery Lincoln Avenue Bridge over West Branch Neshaminy Creek, PA** - Served as the Project Manager for the hydrologic and hydraulic analysis for the replacement of the Lincoln Avenue Bridge over the West Branch Neshaminy Creek. The project consisted of the replacement of the existing 2 span stone masonry arch structure with a single span precast reinforced concrete arch bridge. The West Branch Neshaminy Creek has a FEMA designated floodway, therefore, the analysis demonstrated that the bridge replacement did not result in any increase in the 100-year flood elevation in accordance with federal standards.

Education:

- MEM, Environmental Management and Water Resources, Duke University, 1998
- BA, Biology and Environmental Science, University of Pennsylvania, 1994

Professional Licenses and Certifications:

- Professional Wetland Scientist No. 1596

Years of Experience:

- 25 Years

References:

- Gina Burritt
Delaware County Planning Department
Burrittg@co.delaware.pa.us
610-891-5208
- Keith Highlands
PennDOT District 6-0
khighlands@state.pa.us
610-205-6713

Mr. Riva has over 25 years of experience as a Senior Environmental Scientist whose project experience has focused on all aspects of transportation projects, from feasibility, to planning, preliminary, and final design. His experience includes the completion of NEPA documents including natural and cultural resource clearance investigations to support NEPA studies, permitting, and public involvement for projects throughout the Mid-Atlantic region. His expertise lies in conducting watershed and large-scale natural resource studies, including water quality, wetland studies, and improving the sustainability of recreational trail networks. He is proficient in wetland delineation work in support of NEPA studies, including monitoring and remediation of constructed wetlands, surveying wetland boundaries using GPS, identifying wetland plants, and hydric soils. The following are some examples of his project experience:

- **County of Delaware Radnor Township TAP Trail-Radnor/Villanova Sections, Radnor Township, PA** - Completed a wetland delineation as well as a threatened and endangered species survey of the trail corridor. Project consists of three separate trail connector segments in Radnor Township. The trails segment will connect downtown Wayne and the SEPTA Radnor stations to the Radnor Rail Trail (RRT). A third segment will connect the Villanova SEPTA station to Bryn Mawr Avenue and the Springfield Township line. On-road sections will involve restriping and signage while off-road sections will be limited to 10 feet wide newly paved trail. A.D. Marble will complete the historic resources coordination, NEPA evaluation (CE Level 1b), and permitting as the project advances through preliminary design.
- **County of Montgomery Bridge #232 Fruitville Road over Perkiomen Creek, Upper Hanover Township, PA** - Bridge project for the rehabilitation/replacement of the National Register eligible bridge. While this is a county-owned bridge, PennDOT is also involved in this project. Tasks include NEPA documentation and Section 106.
- **County of Montgomery Bridge #101 Old Gravel Pike over Swamp Creek, Lower Frederick Township, PA** - Completed a wetland delineation, threatened and endangered species coordination, and historic resources coordination for the submittal of a GP-11.
- **County of Bucks Rehabilitation of Bridge #49 Byers Road over Beaver Creek, Nockamixon Township, PA** - Completed a wetland delineation, threatened and endangered species coordination, and historic resources coordination for the submittal of a GP-11.
- **County of Bucks Rehabilitation of Bridge #50 Mill Road over Watson Creek, Buckingham Township, PA** - Served as Project Manager. A.D. Marble completed wetland delineation, threatened and endangered species coordination, and historic resources coordination for the submittal of a GP-11.
- **PennDOT District 6-0 S.R. 0095, Section GPB. I-95 Bridge Rehabilitation, Island Avenue to Philadelphia Navy Yard, PA** - Served as Senior Environmental Scientist responsible for leading wetland delineations and the threatened & endangered species programmatic coordination. Project involved the rehabilitation of a total of 20 bridges and includes the rehabilitation of the I-95 Girard Point Bridge (GPB) over the Schuylkill River.

Education:

- BS, Community, Environment & Development, Penn State University, 2011

Professional Licenses and Certifications:

- PennDOT - Offer Preparation & Presentation, 2012
- PennDOT - Declaration of Taking, 2014

Years of Experience:

- 12 Years

References:

- Roger Joseph
D-6 Right-of-Way Admin.
rojoseph@pa.gov
601-205-6505
- Coleen Carmichael, PE
Project Delivery Leader,
Transportation RK&K
ccarmichael@rkk.com
484-322-2810

Ms. Hood has over 12 years of Right-of-Way experience that involves a variety of projects, including successfully managing multiple, large and complex Right-of-Way and related projects. She is responsible for the oversight of entire acquisition/relocation projects and ensures that all Right-of-Way is acquired in accordance with the guidelines set by the PennDOT Right-of-Way Manual, and Federal Highway Commission. She also facilitates monthly project status meetings and delivers current status reports. Manages project in accordance with budget and timelines set by the department. Also responsible for the oversight of property management objectives including boarding and sealing, maintenance, demolition, and disposition of excess property, quality control of project submissions and procedures. Along with the reviewing of project status's in relation to clearance, and requests for conditional and final clearance, closing of claims, and projects. The following is a sample of her project experience:

- PennDOT District 4-0: SR 1025 SLD; SR 1040-SLD; PennDOT District 6-0: T307 Camp Bonus Rd Bridge 26; SR 0202-61N; Waverly Road Bridge; PennDOT District 8-0: SR 0083-079 GAP; SR 0083- 079; SR 0083-078 GAP; SR 2003-029 North Hills Road; Halifax Early Acquisitions; SR 0181-017 North George Street Improvements; SR 0034-035 Roundabout; LPS: T-417 Rickert Road Bridge; T-460 Stone Bridge Road; T-331 Heisey Road; Bureau of Public Transportation: Mount Joy Underground Basin; Keller Ave ADA Sidewalk; Lancaster Station Ped Bridge; Middletown Westport Center BOV; BOV/Litigation Support; Mt. Joy Underground Basin; and Middletown-Emaus St - Served as Senior Project Manager responsible for oversight of 25+ projects, including 243+ acquisitions, 161 relocations, and 17 OAD's.
- PennDOT District 4-0: SR 2001-402; SR 0011-374; SR 6011-273; PennDOT P3 Early Acquisitions: T-486 Bridge; T-676 Bridge; T-Pine Creek Road; PennDOT District 5-0: SR 0061-16S; P3 Bridges: SR 4022-01B; SR 0314-19B; SR 0390-02B; SR 0611-15B; SR 0903-01B; SR 0940-05B; SR 0940-06B; SR 0940-07B; SR 1004-01B; SR 4006-01B; PennDOT District 8-0: SR 0083-043 Early Acquisition; SR 0083-074; SR 0741-01B; PennDOT District 10-0: SR 0119-498 Homer City North; Bureau of Public Transportation: Lancaster Station Keller Ave; Middletown Train Station Emaus St Ext. North Lot; LPS Luzerne County: County Road 30; County Road 29; Lancaster Train Station Brubaker; Middletown Train Station Wall; and PennDOT P3 Projects: SR 2012-000; SR 0136-000; SR 0255-A07; SR 0286-P50 - Served as ROW Agent/Relocation Advisor responsible for 35+ projects, including 140 acquisitions, 6 relocations and 1 OAD.

Education:

- MA, Historic Preservation, University of Delaware, 2007
- BA, History, Pennsylvania State University, 2001

Professional Licenses and Certifications:

- PennDOT Cultural Resource Professional (CRP) 36CFR61 qualified in Architectural History

Years of Experience:

- 16 Years

References:

- Gina Burritt
Delaware County Planning Department
Burritt@co.delaware.pa.us
610-891-5208
- Joe Banks
Delaware Valley Regional Planning Commission
jbanks@dvrpc.org
215-238-2898

Mr. Stevenson has over 16 years of experience in cultural resource management, including two years assessing historic resource integrity, and performing conservation work. His responsibilities have included, conducting historic architectural surveys, research, evaluating, and documenting architectural resources for National Register eligibility. writing assessment of eligibility, effect reports, preparing mitigation documents and materials. He has effectively coordinated and completed a multitude of projects as part of section 106 of the NHPA. He has identified, surveyed, and evaluated a wide array of residential, agricultural, industrial, commercial, and engineering resources in Pennsylvania, Delaware, Maryland, New Jersey and New Hampshire. He is knowledgeable of federal and state regulations and guidelines concerning the treatment of historic properties and exceeds the Secretary of the Interior's professional qualifications standards for Architectural Historians. Mr. Stevenson is adept at the use of cultural resources databases for previously identified resources in Maryland, Pennsylvania, Delaware, New Jersey, New Hampshire and Virginia as he routinely prepares preliminary findings for Phase I investigations. The following are some examples of his project experience:

- **County of Montgomery West Valley Green Road Bridge Project. Dept. of Roads & Bridges, PA** - Serving as Architectural Historian. The project involves the replacement or rehabilitation of the West Valley Greek Road Bridge in Whitmarsh Township. Tasks includes compilation of a consulting party list and invitation package, assisting with the preparation of a comment response document that answered questions from consulting parties regarding the alternatives analysis, determination of effects report and additional consulting party coordination.
- **County of Lehigh Geiger's Covered Bridge Rehabilitation North Whitehall Township, PA** - Served as Architectural Historian. Project involved the preservation of the Geiger's Covered Bridge, which is located within the Trexler nature preserve. Tasks included fieldwork, background research, and preparation of a determination of effects memo.
- **PennDOT District 6-0, covering Bucks, Chester, Delaware, Montgomery & Philadelphia Counties, Open End Agreement, PA** - Serving as Architectural Historian/Construction Monitoring. This is an on-call point of contact for District 6-0 Cultural Resources Professional, for historic structures to provide research, fieldwork, and report writing/historic resource survey forms (HRSFs) as needed. Also provides construction monitoring services for projects throughout District 6-0 to ensure project/construction compliance with conditional no adverse effect findings on projects.
- **City of Philadelphia 59th Street Bridge over Amtrak & SEPTA., Dept. of Streets, PA** - Serving as Senior Architectural Historian. The project proposes to replace the existing 59th Street Bridge over Amtrak and SEPTA tracks. The existing abutments and piers will be removed, and new abutments and piers will be constructed. The proposed bridge will occupy the same approximate footprint. Tasks will include assistance with the above ground resources finding, coordination with a PennDOT Cultural Resources Professional, and preparation of section 4(f) form.

Education:

- MS, Geotechnical Engineering, Rutgers University
- BS, Civil Engineering, Michigan State University

Professional Licenses and Certifications:

- Professional Engineer: NJ

Years of Experience:

- 35 Years

References:

- Lukasz Praski, PE
Ocean County
Chief Engineer
LPraski@co.ocean.nj.us
732-929-2130
- John Ziemblicki, PE
Pickering Courts &
Summerson PM
JZiemblicki@PCS-Civil.com
215-968-9300, Ext. 266

Mr. Swabsin has over 35 years of experience providing geotechnical engineering design and construction support for new development, and existing site restoration projects for municipal, state, and federally funded projects, as well as commercial developers and clients. Specialized experience serving the energy generation/distribution and petro-chemical industries. The following are some examples of his project experience:

- **County of Ocean On-Call Engineering Services for Multiple County Bridge Sites, NJ** - Served as Geotechnical Engineer responsible for managing subsurface investigations, engineering analyses, and providing foundation design recommendations for various box culvert and arch framed bridge replacement projects throughout Ocean County. He managed the engineering staff and drilling subcontractors in conducting the subsurface investigations. Also analyzed suitable foundation systems to support new abutments, wingwalls, and piers. Provided technical design recommendations within geotechnical engineering reports. Other responsibilities included assisting structural and traffic engineers in preparing design drawings, specifications, and construction bid documents. Mr. Swabsin also provided technical support in specialized foundation construction for driven piles, micropiles, and drilled piers, as well as assisted with shop drawing reviews. A sample of the representative bridge replacement projects include the Otis Bog Bridge, Whitesville Road Bridge, Barnegat Branch Trail Bridge, Colonial Avenue Bridges, Duck Farm Bridge, Railroad Avenue Bridge, Lake Shenandoah Bridge, and Spillway Bridge.
- **County of Monmouth On-Call Engineering Services for Multiple County Bridge Sites, NJ** - Served as Geotechnical Engineer responsible for managing subsurface investigations associated with replacing various culvert, single-span, and multi-span bridges in Monmouth County. For this contract, which features investigation and stability analysis of earthen embankment dams with associated spillways and culverts, Mr. Swabsin coordinated with drilling subcontractors, traffic control, and engineering personnel in conducting subsurface investigations. Also performed laboratory testing, analyzed suitable foundation alternatives, provided design recommendations, evaluated scour potential, and prepared geotechnical engineering reports for the County. A sample of representative projects include the rehabilitation of Lake Louise Dam and Bridge HL-73, reconstruction of Culvert Bridge H-39, replacement of Bridge MA-11, and replacement of Culvert Bridges W-55 and W-56.
- **County of Atlantic Replacement of Bridge EH-29 & Culverts EH-26 & EH-27, Egg Harbor Township, NJ** - Served as Geotechnical Engineer responsible for conducting subsurface investigations of abutments, approach roads for the replacement of the existing bridge, and box culverts. Additional duties included, developed ground improvement measures to surcharge road embankments to enable raising new approach road above flood elevation and increasing clearance height of the replacement bridge.
- **County of Somerset On-Call Engineering Services, NJ** - Served as Geotechnical Engineer overseeing the subsurface investigations associated with replacing various box culvert, and steel framed bridges in Somerset County.

TAB 4

Project Approach



Existing Conditions

Delaware County Bridge #117, The Tyron Lewis Bridge, is located in Radnor Township on Saw Mill Road over Darby Creek between Darby Paoli Road and Earles Lane. The existing bridge is a single-span reinforced concrete closed spandrel arch built in 1922. As such, the bridge is more than 100 years old and has served more than what is considered to be a normal service life, which is typically 75 years. The bridge has a length of 54 feet, width of 18.5 feet, and under clearance of 11'-1".

AI Engineers, Inc. (AIE) understands that the County has proposed to replace the existing bridge with a new bridge that meets current design standards.

Project Intent

We understand the County proposes the new bridge to be a Single Span Composite Steel Multi Girder and will consider other suitable structure types. We will also evaluate a **prestressed concrete superstructure** such as box beams or I-beams. **Prestressed concrete is more advantageous than steel with regard to long term maintenance**, and if adjacent box beams are used, this creates a flat-bottomed low chord that **prevents the trapping of flood debris**.

We understand the roadway is to be widened from 18.5 feet to 30 feet to accommodate two (2) ten-foot travel lanes and one five (5)-foot shoulder on the south side. This will provide safe pedestrian and bicycle access over the bridge and to the adjacent trails along Darby Creek, as well as improve the sight distance.

The design will conform to the requirements of the latest PennDOT guidelines including Design Manual 1, *Transportation Program Development and Project Delivery Process*; Design Manual 2, *Highway Design*; Design Manual 4, *Structures*; Pub. 740 – *Local Project Delivery Manual*; and other applicable PennDOT manuals and guidelines. Construction will be performed in accordance with Pub. 408, *Highway Construction Specifications*, latest edition.

Research and Data Collection

Upon project commencement, AIE will coordinate with the County and Township and request all existing bridge documentation including bridge plans, NBIS inspection reports, load rating analyses, repairs, crash history, etc. We will visit the bridge site to collect pertinent data and take photographs. The data collected will be utilized to better inform us of the existing conditions and aid in developing the best replacement structure.

Field Exploration

Our subconsultant, **Cedarville Engineering Group, LLC (CEG)** will provide **topographic survey and base mapping** services, as well as the preparation **of right-of-way plans**.

Topographic Survey and Base Mapping

All topographic features will be located with elevations by CEG's survey crew, using a total station system with data collection capabilities and/or Global Navigation Satellite Systems (GNSS) technology. Topographic features to be surveyed will include:

- Type, size, location and elevation of existing storm and utility facilities
- Existing stream and cross sections
- Existing bridge type, size, location, and pertinent elevation data
- Existing bridge corners and face of wingwalls, top of existing barrier
- Wetland delineation markers
- Property corners (if found)
- Centerline and edges of the existing roadway
- Centerline profiles of the existing roadway
- Underground utilities (if any) that were field marked by the utility companies
- Overhead or aboveground utilities
- Existing signs, guide rail, fence lines, tree lines and brush lines

Additionally, CEG will provide field layout of the following items:

- Benchmarks and references for construction stakeout (total of two (2))
- Geotechnical boring locations (locations to be provided prior to field survey commencement)

PROJECT APPROACH

CEG will obtain the Act 287 (as amended by Act 50 of 2017) Utility Listing for North Coventry Township through the PA One Call System and will utilize the One Call System to identify overhead and underground utilities in the project area, and request field markings of any underground facilities.

The Topographic Survey will extend approximately 250 feet on southwest and 100 feet northeast of the bridge structure, 100 feet along Earles Lane, 350 feet along Darby Paoli Road, and fifty (50) feet upstream and downstream of the bridge faces.

Additionally, CEG will perform cross sections of Darby Creek at 100, 200-, 300-, 400-, and 500-foot intervals upstream and downstream of the bridge faces for a distance of fifty (50) foot over bank. All surveys will reference North American Datum of 1983 Pennsylvania State Plane Coordinate System South Zone and North American Vertical Datum of 1988. A survey baseline will be established through the work area, generally paralleling the centerline of the road, with control points established outside the expected area of construction and swing tie referenced for future recovery. A minimum of two (2) vertical site benchmarks will be established on a sustainable physical feature, one at each end of the project. This will suffice as control during construction.

Base mapping will be developed at a scale of 1"=25' minimum with 1-foot contour intervals and will depict all topographic information obtained via field survey, existing utility information, property lines and property owner information, and existing legal right-of-way. It will be delivered in PDF format and a CAD base file will be provided in AutoCAD, a LandXML/DTM Surface file, and Survey Control Points established by CEG in CSV Format (PNEZD).

Boundary survey is excluded from this scope of work.

Right-of-Way Plans

Deed research will be conducted at the Delaware County Courthouse in order to obtain the names, addresses, and Deeds of all potentially affected property owners within the project area and to obtain copies of tax maps for the project area. Roadway rights-of-way width will be determined based on land record documents, i.e., deeds and plans associated with the adjoining properties. Where documentation is absent, the widths will be determined based on information provided by the municipality, supported by legal records, resolutions or statute. Due to the age of records and the improbability of locating beneficial information, this scope does not include research in the Clerk of Courts Quarter Session Dockets for road/bridge acceptance dockets.

CEG will research and obtain the available Deeds of the subject property via Delaware County Recorder of Deeds online service. However, to ensure the proper identification of any easements, Deed restrictions, and protective covenants that may exist on-site, CEG has assumed that the client will provide our office with a current title report and any available survey maps. For the purposes of this proposal, it has been assumed that the Deeds mathematically close, that there are no title problems, that there are no overlaps or gores with adjoining properties, and that there is no additional research into adjacent properties required to resolve same.

Geotechnical Engineering and Reporting

Our subconsultant, **French & Parrello Associates (FPA)**, will provide geotechnical engineering services.

FPA will perform a subsurface exploration and geotechnical engineering assessment of the subsurface conditions in the immediate vicinity of the proposed replacement bridge abutments. The subsurface exploration would consist of **2 test borings located at each bridge abutment** (i.e., 4 borings total). The borings would be performed using truck mounted drilling equipment and would extend to a depth of approximately 50 feet below grade or refusal on rock. Should rock be encountered at a depth of less than 35 feet, each boring will be advanced a minimum of 10 feet into recoverable rock (recovery > 80%) or a minimum of 15 feet into low recovery rock. Soil samples will be obtained from the test borings in accordance with ASTM Test Method D-1586, The Standard Penetration Test. **The test borings would be performed by a PennDOT prequalified drilling subcontractor retained by FPA.** Traffic control services would also be provided by the drilling subcontractor.

The results of the exploration would provide the basis of the geotechnical engineering evaluation from which foundation design recommendations would be developed. FPA will prepare a written **Geotechnical Report** summarizing the exploration results and providing design recommendations pertaining to the selection of an appropriate shallow or deep foundation system. The report would include design related criteria such as factored bearing resistance or capacity, lateral earth pressure coefficients, seismic site class, peak ground accelerations and

PROJECT APPROACH

general earthwork recommendations for the abutment backfill and pavement subgrade including compaction requirements.

Soils Analysis/Evaluation & Laboratory Testing: Selected soil samples will be subjected to laboratory testing to assess their engineering characteristics and confirm visual classifications. The laboratory testing program would include the following tests:

Name of Test	Test Procedure
Atterberg Limits	ASTM D-4318
Natural Moisture Content	ASTM D-2216
Mechanical Grain Size Analyses	ASTM D-422

Hydrology and Hydraulics (H&H)

Our subconsultant, **A.D. Marble**, will provide **H&H** services.

A.D. Marble will complete the Hydrologic & Hydraulic analysis of a new structure over Darby Creek. The project site is within a FEMA AE zone, with a delineated floodway and a FEMA effective model dated 11/18/2009. A.D. Marble will complete the following tasks:

- ▶ 1 field visit (2 people),
- ▶ Hydrologic analysis of site,
- ▶ Existing, temporary and permanent hydraulic analysis of the structure,
- ▶ Scour analysis of the proposed structure,
- ▶ One (1) associated virtual meeting with project team, and
- ▶ Preparation of one (1) H&H report.

A.D. Marble assumes minor coordination with Municipal Officials to collect Act 167 Plans. The project site is within a FEMA Zone AE, with a delineated floodway and base flood elevations (BFE). No increase in BFE is allowed without applying for a CLOMR. The effective FEMA model will be requested and compared to existing conditions. **Following sound engineering practice, the structures will be designed to provide a similar or improved hydraulic opening and any increase in water surface elevation will be avoided.** A.D. Marble will apply a no adverse impact approach to surrounding structures and properties. If fill is being placed in the floodplain or the roadway profile is raised, a larger hydraulic opening than what is currently present may be required.

The structure appears to overtop during the 100-year storm event. The 50-year and 100-year floodplain elevations will be developed for the existing, temporary and proposed conditions. The physical changes that must be accounted for include changes to the roadway profile, grading changes within the floodplain, and changes to the hydraulic structure.

During the preliminary design, up to two different bridge types will be considered and analyzed and preliminary recommendations will be provided to the bridge designer. Before changes to the hydraulic structure can be analyzed, the proposed grading must be provided in the form of a surface file. A.D. Marble assumes that there will be minimal changes to the roadway profile.

A.D. Marble anticipates working closely with AIE's bridge engineers to ensure that the proposed design not only meets the permit requirements but is the most economical solution for the county.

The downstream limit of survey will be 500 feet downstream and the upstream limit is 500 feet upstream of the structure crossing. Cross sections will be taken every 100' from the downstream limit to the upstream limit. Survey of cross-sections will include the stream and 50' of overbanks on each side. PASDA contours will be used to supplement the field survey. A.D. Marble will provide a graphic of the approximate survey cross sections to AI Engineers prior to field survey.

There are two adjacent structures along Darby Paoli Road and two along Earles Lane that are within the FEMA floodplain where first floor elevations should be obtained to ensure no additional flooding will occur due to the structure replacement. Interviews with the adjacent property owners should be conducted to verify flood elevations.

Right-of-Way Acquisition Services

Right-of-Way Plans will be provided by our subconsultant **Cedarville Engineering Group, LLC, (CEG)**, and **Right-of-Way Acquisition Services** will be provided by our subconsultant, **ARROW Land Solutions (ARROW)**.

Right-of-Way Plans

Based on the Construction Plans, CEG will determine the parcels that will be affected by the project and create ROW Exhibit Plans (plans and legal descriptions) showing required ROWs and easements for the proposed bridge. CEG has assumed that three (3) properties will require ROW exhibits.

Right-of-Way Acquisition

Guidance:

- ▶ Local Project Delivery Manual Pub. 740
- ▶ PennDOT Right-of-Way Manual Pub. 378
- ▶ PennDOT Strike-Off Letters
- ▶ Pennsylvania Eminent Domain Code
- ▶ Uniform Relocation Assistance and Real Property Acquisition Polices Act of 1970, as amended.
- ▶ Deviation from any of those standards must be approved in writing by the County.

Scope

Develop memos of all meetings and/or appropriate conversations and provide the County with one (1) electronic copy. Reports concerning the status of all claims will be furnished to the County monthly. One (1) set of reproducible drawings of the right-of-way plan will be provided by the County to ARROW. Any additional prints will be made by ARROW, as necessary.

Use of LPS approved forms is required in the completion of all tasks under this agreement.

ARROW is responsible for all aspects of Right-of-Way Project Management. This is defined as the task of directly managing all of the services described in WBS Code 2.10.7 with a goal of obtaining a final right-of-way clearance on time and within budget.

Unless otherwise directed, ARROW will handle all contacts and all correspondence with the claimants from the initial notification through settlement or condemnation, including the preparation of all necessary forms and documents.

ARROW will pay for recording of all necessary claim associated documents (e.g. Deeds, Release of Liens, etc.), and will be reimbursed direct costs for these recordings.

In the event that the County is notified by the Federal Highway Administration that a deficiency has been noted relating to any tasks (negotiation, appraisal, relocation assistance, property management, etc.) performed by ARROW, the County shall notify ARROW, and ARROW shall provide such information and take such action necessary to resolve the deficiency.

The appropriate County representative must sign any correspondence that commits the County to expend funds, such as offer letter and administrative settlement approvals.

Conduct any negotiations with Railroads in accordance with normal acquisition procedures; the County will conduct any Public Utility Commission actions related to Railroad property. The County will acquire any right-of-way required from a public utility or community facility.

ARROW will negotiate any parcels required for substitute right-of-way for utilities as requested in writing by the County.

Coordinate all work through the County's designated representative.

Appraisal Planning/Services

Review the project site and right-of-way plan with the to identify the valuation problems, determine the number and type of appraisal reports needed on each parcel, identify items pertinent to the valuation of each parcel and note any specific or unusual appraisal problems.

Obtain copies of all leases pertaining to the affected parcels.

Prepare and deliver to the County a complete appraisal problem analysis, for each parcel or group of parcels to be on a particular appraisal contract. This analysis must be approved by the Department prior to soliciting bids from fee appraisers.

All fee appraisal contracts will be executed by the County and not by ARROW. All appraisals will be done by qualified, Department approved, certified appraisers. Appraisals are to be completed on approved LPS forms.

Depending on plan availability, similarity of parcels and types of takings, and the time required to complete the appraisals, propose groupings of parcels to be included in individual fee appraiser contracts.

All appraisals will be reviewed and approved by the County, or its agent, not by ARROW.

Where the County determines a valuation is uncomplicated through the valuation scoping process, ARROW will perform waiver valuations as assigned in accordance with Chapter 2.12.E and Chapter 3.02.F of the Right-of-Way Manual.

Negotiation

Negotiate claims in accordance with the Local Project Delivery Manual, PennDOT's Right-of-Way Manual, the Uniform Act, and "good faith negotiation" procedures. Recommend, in writing, Administrative Settlements to the County, or designee, and include justification to support the settlement.

When negotiations result in an amicable settlement or administrative settlement, prepare the documents necessary and secure signatures for processing a claim for payment to the property owner. Subject documents will be submitted to the County for review.

When negotiations result in condemnation, assist the County in preparation of documents necessary to request the declaration of taking, provide follow-up negotiations and prepare necessary documents and secure signatures for payment of Estimated Just Compensation, or prepare necessary documents for Deposit of Estimated Just Compensation into Court (Pub 740 – Chapter 5.5E.2). Prepare the documents necessary and secure signatures to process claims for reimbursement of attorney, engineering and appraisal fees.

Provide follow-up negotiations and litigation support as requested by the County on a case-by-case basis. This includes any right-of-way service necessary to support litigation that may result during or after construction.

Title and Settlement Services

Obtain title searches prior to settlement or condemnation as required by the Local Project Delivery Manual and PennDOT's Right-of-Way Manual. Assure satisfaction or release of all liens and other title encumbrances to the extent required by the County.

Approach

ARROW will perform all right-of-way services in accordance with the County's Scope of Work, Pub 740 – Local Project Delivery Manual, Pub 378 – PennDOT's Right-of-Way Manual, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, all Federal guidelines, and the Eminent Domain Code.

ARROW assumes 3 parcels, **involving 3 complex acquisition negotiations** and 0 relocations for a total of 3 claims. The complex acquisitions include parking impacts on one parcel, which may require additional negotiations; a public park located on both sides of the creek, with the potential of requiring additional contacts and meetings; and an agricultural conservation easement, which requires additional identification of rights and could require a Declaration of Taking with a post condemnation agreement option.

Environmental Studies and Consultation with Regulatory Agencies

For purposes of this proposal, it is assumed that no federal funding is involved and a full NEPA level documentation is not necessary. If it is determined to be necessary, it will be prepared under a separate proposal. The environmental tasks outlined below are necessary for the submission of a PADEP waterway permit (General Permit 11).

PROJECT APPROACH

The permit application will be prepared by A.D. Marble. As part of the permit, a wetland delineation, PNDI online search and Threatened and Endangered Species clearance, and submittal of PHMC Project Initiation Form on PA-SHARE will be required. The environmental subtasks associated are described below.

Subtask a. Wetlands and Waterways

Delineation of wetlands and waterways for the bridge project is necessary to determine whether wetlands are present and to determine any impacts to the Darby Creek. A cursory review of the U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) revealed no Palustrine NWI wetlands present directly adjacent to the bridge, however, a Palustrine Forested (PFO1A) wetland is noted upstream of the bridge. For permitting purposes, a field view and documentation to confirm this will be necessary.

All wetlands tasks will be performed in accordance with PADEP Chapter 105 Regulations as amended, Section 404 of the Federal Clean Water Act, EPA Section 404 (b) (1) guidelines, and the EPA/Corps of Engineers Memorandum of Agreement dated February 6, 1990.

Wetland delineations will be completed in accordance with the U.S. Army Corps of Engineers' (USACE's) 1987 *Wetland Delineation Manual* (Y-87-1) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region* (Version 2.0) and the PADEP's Title 25, Chapter 105.17 of the Pennsylvania Code. This detailed investigation will determine the boundaries of each wetland area by identifying wetland soils, vegetation and hydrology that meet the criteria outlined in the manual. Soil testing will be conducted to determine the presence and location of hydric soils, an inventory of plant species will determine the presence of hydrophytes, and an investigation of hydrologic conditions will be made. Wetlands will be classified according to *Classification of Wetlands and Deepwater Habitats of the United States* (FDGC 2013).

Locational information generated will be at a level of detail sufficient to meet the documentation requirements of the PADEP and the USACE. Wetland boundaries and the waterway's ordinary high-water mark (OHWM) will be flagged for survey by others as required for by USACE in the Philadelphia District. A general permit is anticipated; therefore, the rapid condition level assessment will not be required.

This proposal assumes that impacts to wetlands will be De Minimus (0.05 acres or less), and that an application for jurisdictional determination (JD) and field view with the USACE and PADEP will not be required.

Wetland and waterways documentation will be in the form of an Aquatic Resources-Permit Environmental Fact Sheet in pdf format. Attachments will include data forms, PNDI Project Environmental Review receipt and any agency correspondence, Project Location Map, Aquatic Resource Map, Wetland and Stream data sheets, and photographs. After all client comments are incorporated, one final copy will be developed for the permit application.

Subtask b. Threatened and Endangered Species

A PNDI Environmental Review will be conducted for the project. The project is located in a county with known bog turtle occurrences, therefore, we anticipate the need for a Phase I Bog Turtle Survey for any wetlands located within 300 feet of the project's limits of disturbance.

A.D. Marble will complete a PNDI Project Environmental Review to identify potential T&E species that may exist within the project area. If a conflict is identified in the receipt, ADM will provide additional information including project description, locations of streams and wetlands, photos, estimated limits of work to the specified agency via upload to the PA Conservation tool for state agencies and email transmittal for U.S. Fish & Wildlife Service. No detailed habitat assessments are anticipated with the exception of a Phase I Bog Turtle Survey described below.

The project is located within a county of known bog turtle occurrence. If wetlands are identified and/or delineated within the project study area or are mapped as being located within 300 feet of the project, a Phase I Bog Turtle Habitat Survey and report will be prepared in accordance with Section 7 of the Endangered Species Act of 1973, Bog Turtle (*Clemmys muhlenbergii*) Northern Population Recovery Plan (USFWS 2001) and Guidelines for Bog Turtle Surveys (revised 2018). We anticipate that wetland limits within the project area and the 300-foot buffer will be provided by AI Engineers. NOITE letters for all properties will be provided by AI Engineers.

A Phase I Bog Turtle Habitat Assessment Survey will be conducted for all identified and delineated wetlands both within the project area and, where access is provided, within 300-feet in accordance with the Bog Turtle (*Clemmys muhlenbergii*) Northern Population Recovery Plan (USFWS 2001) and Guidelines for Bog Turtle Surveys (USFWS revised

2018). A two-person field crew will be led by a USFWS Recognized Qualified Bog Turtle Surveyor (RQBTS) to assess habitat to support bog turtle populations. The field crew will determine suitable hydrology including spring-fed shallow surface water, continuous saturated soils, subsurface flow, and rivulets; suitable soil including a bottom substrate of permanently saturated organic soft muck; and suitable vegetation including dominance of low grasses and sedges with relatively open canopy. USFWS Bog Turtle Habitat Evaluation Field Forms will be completed for each wetland to facilitate the determination of whether wetlands are considered potential bog turtle habitat.

For purposes of this proposal, we anticipate assessment of a maximum of 4 wetland habitats.

A Phase I Bog Turtle Habitat Survey report will be prepared. The report will include a summary of potential habitat findings, Habitat Evaluation Data Forms, a USFWS topographic map, and a PNDI Environmental Review Receipt. One electronic copy of the report will be submitted to the AI Engineers and the county for review. Upon review, the report will then be submitted to USFWS. We anticipate that no potential Bog turtle habitat will be identified and no additional coordination with USFWS will be required.

Subtask c. SHPO Coordination

Coordination and review by the PA SHPO will be needed under the State History Code, and will be undertaken using their PA-SHARE website. To initiate consultation with the PA SHPO, Delaware County or the project engineers will provide to A.D. Marble a project description, condition assessment of the existing bridge, recent inspection reports, as-built plans (if available), the area of ground disturbance required during construction, alternatives considered (repair versus replacement), all areas of temporary construction easements (TCE), required right-of-way (ROW), and other relevant project information as needed. A.D. Marble will include the above information, along with GIS mapping and shapefiles, and photographs of the project area to the PA SHPO. The PA SHPO will indicate the type of cultural resource work needed.

This scope assumes only the initial consultation with PA SHPO will be needed and that no eligibility or effects documentation will be required. Delaware County Bridge #117 (Resource No. 2004RE08451) was determined Not Eligible for the National Register of Historic Places. If the PA SHPO requires additional eligibility, effects documentation, archaeological investigations, or consulting party coordination then a supplement will be prepared.

Subtask d. PADEP E-permitting (Ch 105 GP-11)

The waterway in the project area is Darby Creek and it is anticipated that a **PADEP General Permit 11** will be required for the bridge replacement on the existing alignment. A pre-application meeting will be conducted with the Army Corps of Engineers – Philadelphia District and the Southeast Region of the Pennsylvania Department of Environmental Protection. A.D. Marble will prepare the Chapter 105 Pre-Application Meeting Form and attachments and attend the meeting. A.D. Marble will provide notes to AI Engineers for the development of meeting minutes.

It is anticipated that only a Chapter 105 GP-11 will be required for the project. We anticipate that the project will have de minimis impacts (less than 0.05 acres) and compensatory mitigation will not be required. As a county-led project, A.D. Marble will complete application forms and correspondence required for the submittal in the DEP ePermitting system.

A.D. Marble will prepare the following sections of the registration:

- ▶ Registration form
- ▶ Act 14 notification letters
- ▶ PASPGP-5 Checklist
- ▶ Cultural Resources Initiation Form and summary of consultation
- ▶ Location map and color photos
- ▶ Project Description
- ▶ Aquatic Resources Impact Plan (ARIT no longer needed)
- ▶ PNDI receipt and correspondence
- ▶ Aquatic Resources Fact Sheet
- ▶ H&H analysis and HECRAS files

A.D. Marble will coordinate with the designers to determine waterway and floodway impact calculations. The designers will provide:

- ▶ The roadway and bridge plans, cross sections depicting stream and wetland impacts and stream profiles,
- ▶ An Erosion and Sedimentation Control Plan (E&S), and consistency letters,
- ▶ PE seal and certification, if required.

As a county project, no fees are anticipated. We anticipate one round of comments from the designers and from the County. After comments have been incorporated, the County, as applicant will submit to PADEP, A.D. Marble will provide responses to one round of administrative comments and one round of technical comments.

Preliminary Design

Meetings

AIE's participation in meetings will include the following:

- ▶ Project Kick-Off Meeting
- ▶ Field Review Meeting
- ▶ Periodic Status Meetings

Traffic Control Plan

We understand that the County intends to use a detour during construction, and we concur that this is the best approach. Traffic control with alternating lanes can be a challenge because of the need to retain fill during staged construction due to the existing arch structure. Also, a detour lends itself to faster construction. A suitable detour includes utilizing local roads to the southeast for a trip of 2.2 miles (5 minutes). **First, a preliminary traffic control scheme will be submitted to the Township to obtain their concurrence, then, a formal traffic control plan will be submitted to PennDOT for review and approval.**

Drainage Analysis and Design

AIE will perform a drainage analysis to determine if the bridge requires any drainage structures. If calculations indicated drainage to be required, we will design scuppers or inlets based on site specifics.

Utility Coordination

Our subconsultant, **Survey & Mapping, LLC (SAM)**, will provide **utility coordination** services.

- ▶ SAM will complete all required utility coordination and clearance activities, including the PA One Call. They will initiate contact with utility owners and notify them of the project. SAM will request utility location verification of facilities by owners.
- ▶ SAM will prepare existing utility location plans based on information obtained by utility owners. When the existing utility location plan has been developed and verified, the proposed project preliminary designs will be investigated for utility impact potentials.
- ▶ SAM will complete Utility coordination activities using the PennDOT URMS system.
- ▶ SAM assumes one field meeting will be required as part of this task.
- ▶ SAM assumes all other utility meetings, if any, will be held virtually (through Teams, Zoom, Go-To Meeting, etc.)
- ▶ Subsurface utility engineering (SUE) is excluded from this scope. Unit pricing for SUE is including at the end of this section under "Optional Services".

30% Design Submission

AIE will prepare a 30% Design Submission to include the following:

- ▶ Type, Size and Location (TS&L) Plans which will include a General Plan, Elevation, and Cross-Section at 30% completion level for up to two (2) structure alternatives.
- ▶ A brief alternatives memo will be prepared for each suitable structure type and will include a preliminary cost estimate; advantages and disadvantages; anticipated construction duration; and future maintenance issues or concerns.
- ▶ Line, Grade and Typical Section Plan deliverables will include Typical Sections, Plan, and Profile for up to two structure alternatives. We will review crash reports and plot any crash clusters or apparent safety issues. Any existing design deficiencies will be evaluated. The line and grade design will consider topography, existing

utilities, bridge structure, proposed drainage, soil conditions, permit requirements, ROW requirements, safety performance, construction and maintenance costs, constructability, and public involvement.

Erosion and Sedimentation Control Plans

AIE will prepare Erosion and Sedimentation Control Plans to minimize accelerated erosion and prevent sedimentation damage. The plans will be prepared in accordance with Design Manual 2, Highway Design, Chapter 13; PennDOT Pub. 584, *Drainage Manual*; and the guidelines of the Pennsylvania Department of Environmental Protection. The plans will include General Notes; Construction Notes and Sequence; BMP Detail Sheet; and Plan Sheets showing the Construction Plan, limits of disturbance, contours, and BMP locations.

60% Design Submission

The 60% Design Submission will include the following:

- ▶ Preparation of the Structural Adequacy Package in accordance with PennDOT Pub. 740, Local Project Delivery Manual, Chapter 3, submitted to the County and PennDOT. This will include final structural plans, geotechnical report, structural special provisions, and signed and sealed design computations including load rating.
- ▶ 60% Construction Plans including Supplemental Plans.

Final Design

Erosion and Sedimentation Control

The final E&SC Plans will include incorporation of any review comments and further development of the plans and details. The E&SC plans will be included with the General Permit Application. Any review comments from PADEP will also be incorporated into the final plans.

Utility Clearance and Final Utility Plan

For Utility Coordination services in Final Design, SAM will reinitiate contact with utilities and notify them of the status of the project. Upon substantial advancement of the Final Right-of-Way and Final Roadway Plan submissions, SAM will forward the information to the utilities to more clearly define the limits of impact to any utilities. Close coordination will be maintained throughout the final design process with the County and affected utilities. Existing and relocated utility locations will be depicted on applicable plans as part of the contract documents. SAM will assist the County in drafting the D419 form (or County equivalent) at the conclusion of utility coordination activities.

Should SUE services be required as part of final design, SAM assumes this will be in the form of Quality Level A test holes. SAM can provide unit rates upon request for test holes of various depths to accommodate this task. The deliverable will include Test Hole Data Forms depicting found utility information in accordance with Standard 38-22 complete with professional seal and signature. SAM will also update the existing CAD file with the test hole location(s). SUE services in final design are not included in the lump sum cost proposal.

90% Design Submission

The 90% Design Submission will include the following:

- a) 90% Construction Plans: The final phase of the roadway design will include incorporation of any review comments and further development of the plans and details. This will include continued refinement of the coordinate geometry, horizontal layout, pavement design, typical sections, signing and pavement marking. Roadside design including bridge railing, guiderail, and impact attenuating devices will be finalized. Final quantity estimates will be developed.
- b) 90% ALSO Plans (Traffic Control Plan, Signing and Pavement Marking Plan, Utility Relocation Plan, E&SC Plans).
- c) Approved Structure Plans.
- d) Approved waterway permit.
- e) Technical specifications
- f) Final construction cost estimate

Plans, Specifications and Estimate (PS&E) / 100% Design Submission

The 100% Design Submission will incorporate any comments from the County on the 90% Design Submission. AIE will transmit to the County all documents needed for advertising, including final Plans and Specifications, approved waterway permit, and final estimate.

Optional Services

Bidding Phase

If requested by the County, during the bidding phase, AIE will prepare a meeting agenda for a pre-bid meeting, answer technical questions and prepare meeting minutes. AIE will also provide responses to technical questions received from prospective bidders and prepare addenda. Following the opening of the bids, AIE will assist the County to analyze the bids and make recommendations of award. This service can be provided for a lump sum fee of **\$6,000.00**. This fee is not included in the lump sum fee proposal in Appendix B and would be provided as a supplement.

Environmental Monitoring During Construction

If needed, A.D. Marble staff can be available to assist with monitoring efforts during the construction phase. It is anticipated that monitoring efforts will be related to ADM's tasks completed in the *environmental study and agency consultation* stage and be related to avoidance and minimization of impacts to aquatic resources, threatened and endangered species, and historic resources. A.D. Marble anticipates making a project manager or engineer available for six (6) site visits during the construction phase of the project. The A.D. Marble personnel will prepare a field log with notes and photographs of the day's activities, which will be incorporated into the overall construction monitoring log. This service can be provided for a lump sum fee of **\$15,348.54**. This fee is not included in the lump sum fee proposal in Appendix B and would be provided as a supplement.

Design Support During Construction

If requested by the County, AIE will provide design support during construction. Upon award and notice to proceed by the County to the selected Contractor, AIE will attend the pre-construction meeting with County and stakeholders and prepare meeting minutes. During this phase, AIE will attend progress and coordination meetings, review Contractor submittals for conformance with the plans and specifications, including mix designs, material submittals, shop drawings, and technical data sheets, process change orders and requests for information (RFI) as required. Our construction representative on site will review contractor pay application requests, and certified payrolls for compliance with PA prevailing wage rates, perform part-time construction observation services during key construction milestones as required by the County. Upon completion of the project construction, AIE's construction representative will perform a semi-final walkthrough inspection to develop a punch-list of outstanding work to be completed and conduct one final inspection to verify completion of all punch-list items.

AIE's design team will be available to complete a set of as-built drawings based on the red-line set maintained by our construction representative on site and submit the as-built drawings along with other compiled project records to the County upon completion of construction.

AIE can provide this service for a lump sum fee of **\$16,200.00**. This fee is not included in our lump sum fee proposal in Appendix B and would be provided as a supplement.

Subsurface Utility Engineering

If needed, SAM can provide subsurface utility engineering services at the following unit rates. These costs are not included in the lump sum fee proposal in Appendix B and would be provided as a supplement.

<u>Unit or Work Name</u>	<u>2024 Cost Per Unit</u>
Mobilization for Location UG Facilities (per 10 miles)	\$89.79
Locate UG Facilities 0 to 3 ft	\$2,298.48
Locate UG Facilities 3 to 6 ft	\$2,298.48
Locate UG Facilities 6 to 8 ft	\$2,625.15

PROJECT APPROACH

Locate UG Facilities 8 to 10 ft	\$2,894.57
Locate UG Facilities 10 to 12 ft	\$2,978.39
Locate UG Facilities 12 to 14 ft	\$3,632.52
Locate UG Facilities 14 to 16 ft	\$4,059.53
Locate UG Facilities 16 to 18 ft	\$4,257.75
Locate UG Facilities 18 to 20 ft	\$5,404.97
Locate UG Facilities 20 to 22 ft	\$6,322.67
Locate UG Facilities 22 to 24 ft	\$7,199.35
Locate UG Facilities 24 to 26 ft	\$8,082.56
Designation of Underground Facilities (per 100 LF)	\$343.18
Mobilization for Designating UG Facilities (per 10 Miles)	\$61.61

TAB 5

Budgeting, Change Order, and Schedule Controls



BUDGETING, CHANGE ORDER, AND SCHEDULE CONTROLS

Project Design with Adherence to Proposed Budget

AIE has extensive experience managing design projects. A project management plan is developed for all of our projects with the main criteria consisting of scope, schedule, budget and quality. All of these criteria must be satisfied and coordinated relative to each other. When it comes to managing the proposed budget, it is imperative that available budget and progress of the work are continually monitored and that they are "in step" with each other.

As explained in our Firm Profile, our Project Manager, Michael Beal, PE, CBSI, will monitor the progress of the work every week to make sure that tasks are completed within the assigned timeframe and that the deliverables are prepared in accordance with the scope of work. He will also track weekly accounting reports that include the assigned hours, approved labor cost, and direct expenses for each task along with the labor and expenses used and percentage completion of the work. This progress tracking will be utilized in preparing invoices in the standard format including the amount invoiced, the originally approved amount, remaining funds, certified payroll reports, a narrative of the work performed, and completion percentages for each task. If any unanticipated conditions arise that need scope and/or fee modification, he will promptly contact the County to discuss an appropriate course of action.

Value Engineering

The VE process involves eight activities needed to accomplish a VE study, organized into three parts: Pre-study, VE Study, and VE Report. One of the key factors is the evaluation of VE alternative performance through a process called Value Metrics.

1. **Pre-Study:** Meaningful and measurable results are directly related to the pre-study work performed. Depending on the type of study, all or part of the following information needs to be determined during the pre-study phase: clear definition of the current situation and study objectives; identification of study team members and project stakeholders; definition of how stakeholders are impacted by the project; identification of key issues and concerns; identification of criteria to be used for evaluation of the project performance; development of an independent project cost estimate (as appropriate); and project data gathered for distribution to the VE team. The VE study agenda is prepared by the VE Team Leader and distributed electronically prior to the study.
2. **VE Study:**
 - ▶ **Information Phase** - The VE team will have already reviewed the project information provided by the client before commencing the VE study. The Information Phase is formally kicked off on the first day of the VE study with a presentation by the project owner or design team. This presentation includes an overview of the scope, schedule, costs, and risks of the project. This phase includes a review of the project risk register, if applicable, and a site visit.
 - ▶ **Function Phase** - The development of a project's functional requirements is vital to assuring stakeholders that the facility will meet the stated criteria. The analysis of these functions in terms of actual cost is a primary element in our VE studies. The **AIE** Team develops a Function Analysis System Technique (FAST) diagram to help the team better understand the functional relationships of the project. The FAST diagrams will include costs, performance characteristics, and issues related to the project functions to direct the team to the functions where they should focus their efforts.
 - ▶ **Creative Phase** - During this phase, the VE team generates as many ideas as possible to provide the necessary functions for the project. Judgment of the ideas is not permitted, and all ideas are recorded.
 - ▶ **Evaluation Phase** - The VE team evaluates each idea concerning the functional requirements of the project. Each idea is evaluated against specific criteria established by the VE team and stakeholders. The advantages and disadvantages of each idea are recorded. Once each idea is fully evaluated, the idea is ranked based on a scale of 1 to 7 to prioritize the development of ideas into alternatives.
 - ▶ **Development Phase** - During the development phase, highly rated ideas are expanded and documented as VE Alternatives. The development consists of the alternative concept, impact on facility operation, life-cycle cost analysis, and evaluation of the advantages and disadvantages of the alternative. The VE Team documents each alternative with a brief narrative to compare it with the original concept. Cost impacts are prepared by the VE team cost estimator for each alternative. Concepts are written as Design Suggestions when cost information is not available or appropriate.
 - ▶ **Presentation Phase** - This step of the VE study is an informal oral presentation of findings and alternatives to the project stakeholders on the final day of the VE study. This provides the stakeholders an opportunity to preview the alternatives developed by the VE team and gain an understanding of the rationale behind them before the Draft VE Study Report is published.
 - ▶ **Implementation Phase** - After the client has reviewed the Draft VE Study Report, the VE Team is available to assist in facilitating any subsequent implementation efforts.

BUDGETING, CHANGE ORDER, AND SCHEDULE CONTROLS

- 3. Post-Study:** The VE Team develops and submits Draft VE Study Reports within one to two weeks of study completion, depending on client needs. In addition, the **AIE** Team facilitates an implementation meeting to determine and resolve appropriate action for each VE alternative. Once implementable VE alternatives are selected, the team produces a Final VE Study Report within one week of receiving draft report review comments and/or implementation results.

AIE is providing the Massachusetts Bay Transportation Authority (MBTA) with AEC services for cost estimating, scheduling, and value engineering on a task-order basis. We are currently involved with the replacement of North Station Draw 1 Bridge (No. B-16-479) which will construct a new lift-span drawbridge to facilitate continued MBTA commuter and freight train crossing between Boston and Cambridge while maintaining boat traffic access on the Charles River. The project will also add new tracks (11 and 12) to North Station and replace trackwork extending approximately 1.5 miles north of the station.

The AIE Team facilitated a virtual Value Engineering (VE) study based on the 30% design submittal and following the SAVE-International approved VE job plan. The study objective was to identify alternatives to reduce cost, control schedule, minimize risk, and improve overall project value.

The VE study resulted in the acceptance of four VE alternatives. The accepted alternatives provided an initial cost savings of over \$10.5M, an 11% increase in functional performance, and a 12% value increase over the original baseline concept. The accepted alternatives improve various aspects of the project's performance relating to construction impacts and maintainability. Construction impacts were decreased by reducing the number of piers constructed, which limits in-water work; optimizing the number of beams and pads also simplifies and accelerates construction of the approach spans. Maintainability was improved by the addition of stairs on both sides of the channel to improve ease of access for maintenance.

Design & Construction Schedules

AIE's experience, approach and ability to meet design schedules is covered in detail in our Firm Profile. To summarize, our Project Manager will develop the schedule and hold regular communication with the team to discuss project progress, deadlines, challenges, and staffing needs. He will monitor the schedule to ensure tasks are completed on time. Critical path items will be identified and prioritized so that tasks can proceed in a timely manner. We will make sure that sufficient resources/staff are available to respond to the project timeline needs.

During the bidding phase, AIE's designer will provide quick and effective responses to the prospective bidders if clarifications to the bid documents are necessary. Contractors sometimes ask questions to create ambiguity and delay the bids. Our designers will rebut such queries effectively, which will save the County additional costs, addenda, and change orders.

AIE understands the importance of providing accurate construction schedule estimates during design. Having the designer or a representative from the design team involved during construction to troubleshoot and resolve design issues on sight is an effective approach that AIE can adopt. Quick resolution of conflicts and field issues and providing sketches to the Contractor to expedite construction is an effective approach AIE has successfully implemented that has prevented delays to construction and saved the owner from cost overruns and change orders.

TAB 6

Campaign Contribution Disclosure



APPENDIX O

Delaware County
Political Contribution Disclosure Form

Background: Under Section 6-12.E of the Administrative Code of Delaware County, Contractors under certain Covered Contracts are required to provide this Disclosure Form in connection with the consideration of approval of such Covered Contract by the County Council. Definitions of Contractor, Covered Contract, and certain other terms used in this Disclosure Form, as well as additional instructions for its completion, are set forth in Exhibit A attached hereto.

Political Contribution Disclosure: Within the past twenty-four (24) months, Contractor* has:

[X] NOT made any Reportable Contributions.

[] made Reportable Contributions as set forth on Schedule A attached hereto.

*Includes entities and persons related to a Contractor whose contributions are also required to be reported, as further described in the definition of "reportable contribution" on Exhibit A.

Type of Business Entity

Corporation [X] LLC [] Sole Proprietorship [] Other: [] (describe)
Limited Partnership [] Partnership [] LLP []

Certification: In order for this Disclosure Form to be considered validly submitted, it must be properly signed by the Contractor or an officer or employee of the Contractor that is authorized to make this certification. Disclosure Forms that are not properly signed will not be considered as responsive to the requirements of the Delaware County Administrative Code.

By executing below, you:

- (1) Declare and certify that you are the Contractor or an employee or officer of the Contractor and duly authorized to execute this Disclosure Form.
(2) Represent and warrant that, to the best of your knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.
(3) Acknowledge and agree to comply with the provisions described in Exhibit A.

Name of Contractor: AI Engineers, Inc.

By: [Signature]
Name: Rohit Pradhan, PE
Title: Senior Vice President
Date: 10/10/23

**Exhibit A
Delaware County
Political Contribution Disclosure Form**

Definitions and Instructions

Timing.

Contracts subject to an RFP/Q, Invitation to Bid or other Solicitation – the Solicitation will have explicit instructions on when and how to submit this Disclosure Form. Please follow those instructions.

Other Contracts -- Disclosure Forms must be received by the County at least eight (8) days prior to the County Council meeting at which the approval of a contract will be considered. They should be submitted by e-mail to CentralPurchasing@co.delaware.pa.us.

In either case, failure to timely provide this Disclosure Form may delay consideration of your contract by County Council.

Public Posting; Right to Know Law.

The Disclosure Form for the selected Contractor is sought will be posted on the County website prior to the County Council meeting at which approval of the Covered Contract will be considered and included in the Agenda materials for such meeting.

The County will also provide copies of Disclosure Forms (whether or not the Contractor is awarded a Covered Contract) in response to requests under the Pennsylvania Right to Know Law.

Ongoing Reporting.

By January 30 of each year, commencing January 1, 2023, each Covered Contractor under a Covered Contract with a term exceeding one year is required to provide the County Clerk with an updated Disclosure Form showing any reportable contributions in the prior year or indicating that there are none. If a Contractor does not provide the required disclosure form within thirty (30) days of written notification from the County Solicitor of its failure to timely provide such form, the applicable Covered Contract is subject to being voided by County Council.

Penalties.

Any Contractor which fails to provide the Disclosure Form or which submits a Disclosure Form which is materially inaccurate may be banned as a contractor or subcontractor to the County for a period of up to three (3) years, and/or, to the extent legally permitted, the covered contract in question may be terminated, in each case, by a majority vote of County Council following such investigation and consideration of such evidence as County Council deems appropriate or by action of such other entity or body as may be designated by resolution of County Council.

Definitions.

“Contractor” means any non-governmental person, corporation, partnership, association or other entity, whether or not for profit, and includes any subcontractor which is reasonably anticipated to receive compensation of \$50,000 or more under the applicable Covered Contract. ***See the definition of “Reportable Contribution” below for entities and persons related to a contractor whose contributions are also required to be reported.***

“Covered Candidate” means any individual who seeks nomination or election to the following offices by vote of the electorate (whether or not such individual is nominated or elected): (1) County Council, District Attorney, Sheriff, Controller or Register of Wills in Delaware County; (2) Judge of the Court of Common Pleas of Delaware County or the Magisterial District Courts of Delaware County; (3) any seat in the Pennsylvania General Assembly which represents residents of Delaware County; or (4) any state-wide office in Pennsylvania (non federal).

An individual shall be deemed to be seeking nomination or election to an office if such individual has:

- (1) received a contribution or made an expenditure or given consent for any other person or committee to receive a contribution or make an expenditure for the purpose of influencing his nomination or election to such office, whether or not the individual has announced the specific office for which he or she will seek nomination or election at the time the contribution is received or the expenditure is made; or
- (2) taken the action necessary under the laws of Pennsylvania to qualify for nomination or election to such office.

The term shall include individuals nominated or elected as write-in candidates unless they resign such nomination or elected office within 30 days of having been nominated or elected.

“Covered Contract” means any contract, agreement, memorandum of understanding or other arrangement which is (i) required to be approved by County Council and (ii) under which a Covered Contractor provides or leases goods, supplies, materials, equipment, consulting, professional or other services, and/or property to the County, whether or not payments under the Covered Contract are anticipated to be made from general revenues or another specified source of funds, but does not include grant agreements under which the County is the grantee.

“Political contribution” means any advance, conveyance, deposit, distribution, transfer of funds, loan, payment, pledge, purchase of a ticket to a testimonial or similar fund-raising affair, or subscription of money or anything of value, except volunteer services, in connection with a political campaign, and any contract, agreement, promise or other obligations, whether or not legally enforceable, to make a political contribution.

“Reportable Contribution” means a political contribution, to:

- (A) A Covered Candidate.
- (B) Any Pennsylvania state committee of a political party, any County committee of a political party or any committee of a political party established at the municipal level for a municipality in the County.
- (C) A contribution to a political action committee with the intent or expectation that some or all of such contribution will be directed to a covered candidate. This intent shall be presumed if a political action committee only supports one or more covered candidates.
- (D) A contribution to a political action committee controlled by a person or entity described in clauses (1) through (5) below.

Reportable contributions include contributions by: (1) a Contractor; (2) any corporate parent, subsidiary or other affiliate of a Contractor; (3) an officer or director of a Contractor; (4) a shareholder or partner of a Contractor with a 5% or greater ownership interest; and (5) the spouse of any person or entity listed in the preceding clauses; and shall also include any contribution reimbursed by a person or entity listed in clauses (1) through (5).

Questions.

Questions regarding the Disclosure Form may be directed to CentralPurchasing@co.delaware.pa.us.

**Schedule A
Delaware County
Political Contribution Disclosure Form**

Reportable Contributions within Past 24 Months

Name of Contractor: AI Engineers, Inc.

Date: 10/10/23

<u>Contributor*</u>	<u>Candidate</u>	<u>Date</u>	<u>Amount</u>	<u>Relationship of Contributor to Contract</u>
None				

TAB 7

Modifications



MODIFICATIONS

AI Engineers, Inc. (**AIE**) understands that the county may modify this RFP by the issuance of an addendum. Any addendum will be issued through PennBid. No oral statements, explanations, or commitments will be of any effect unless incorporated into a written addendum.

To that effect, AIE acknowledges receipt of Addendum #1 dated September 13, 2023, and its attachments.

Attachments



Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

23 0077854

License Type
Professional Engineer

ROHIT PRADHAN
206 SUNSET RDG
ROCKY HILL, CT 06067



License Status
Active

Initial License Date
06/02/2020

License Number
PE091194

Expiration Date
09/30/2025

Arion R. Claggett

Acting Commissioner Arion R. Claggett

Signature



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

09/27/2023

License Information

MICHAEL BEAL

WEST CHESTER, Pennsylvania 19382

Board/Commission: State Registration Board for Professional Engineers, Land Surveyors and Geologists Status Effective Date: 12/27/2018

LicenseType: Professional Engineer Issue Date: 12/27/2018

Specialty Type: Expiration Date: 09/30/2025

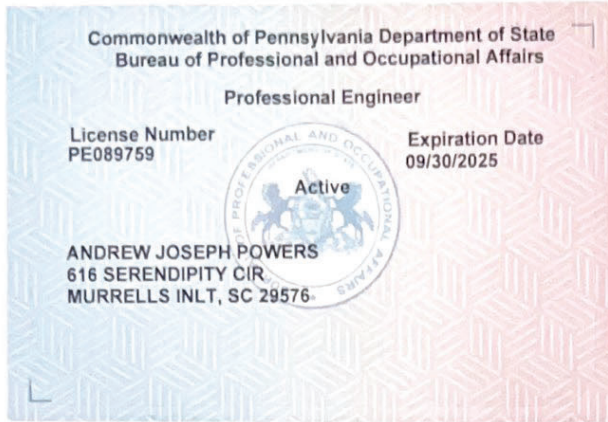
License Number: PE088977 Last Renewal: 09/15/2023

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



OFFICIAL DOCUMENT

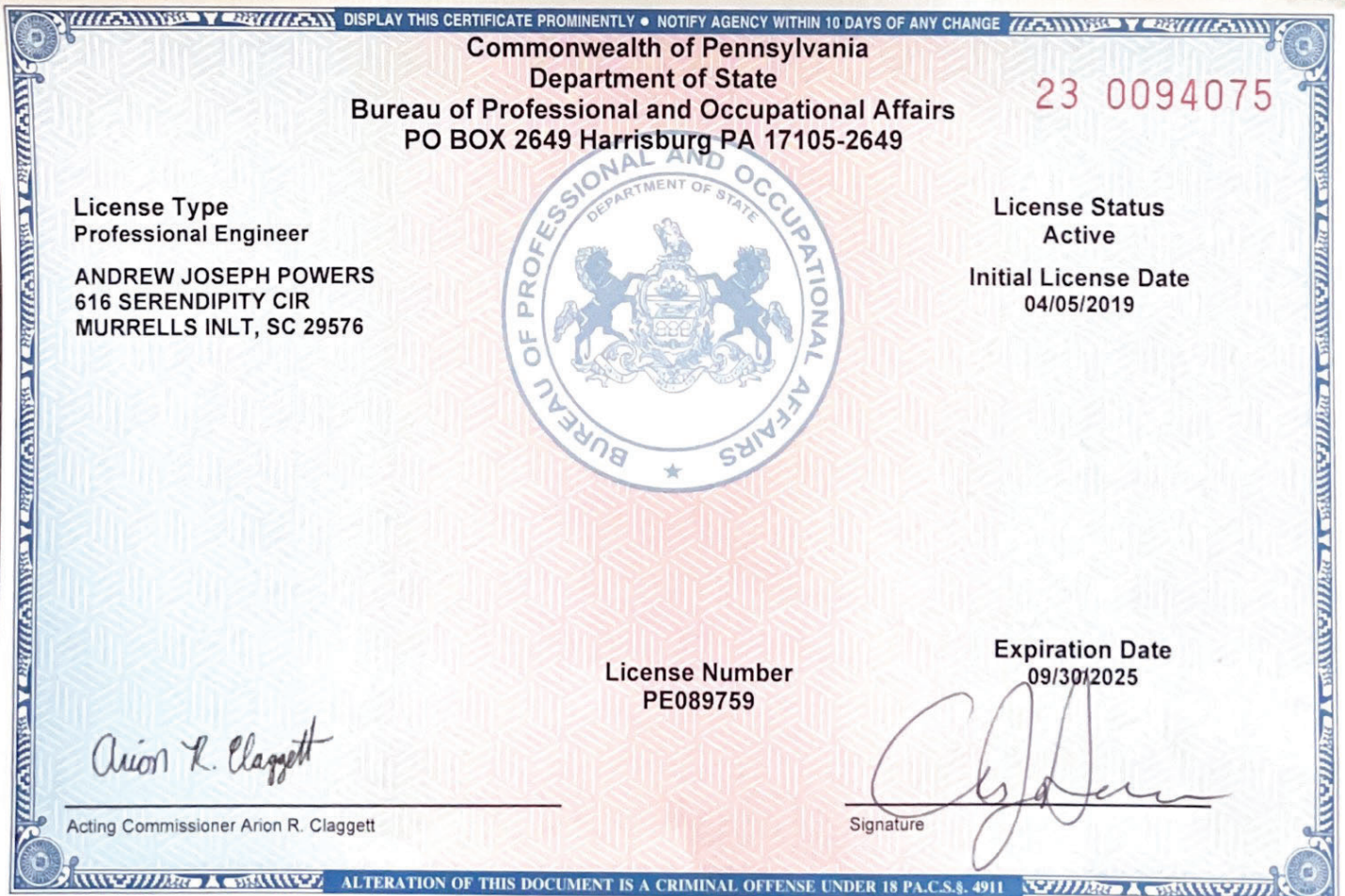
READ THE FOLLOWING INFORMATION CAREFULLY CONCERNING YOUR LICENSE:

1. SIGN THE WALLET CARD AND CERTIFICATE WHERE INDICATED.
2. DETACH THE WALLET CARD AND CERTIFICATE AT PERFORATION.

Pennsylvania Licensing System (PALS)

Visit our website at: www.pals.pa.gov to renew your license, change your personal or license address, or order duplicate licenses.

ANDREW JOSEPH POWERS
 616 SERENDIPITY CIR
 MURRELLS INLT, SC 29576



DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

23 0117421

License Type
Professional Engineer

BRIAN PATRICK DOYLE
303 DOE RUN ROAD
HARLEYSVILLE, PA 19438



License Status
Active

Initial License Date
06/10/2015

License Number
PE083798

Expiration Date
09/30/2025

Arion R. Claggett

Acting Commissioner Arion R. Claggett

Brian Doyle
Signature

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 PA.C.S. §. 4911

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

23 0067175

License Type
Professional Engineer

ERIC M KAUFMAN
P O BOX 0134
ROYERSFORD, PA 19468



License Status
Active

Initial License Date
08/08/2008

License Number
PE075838

Expiration Date
09/30/2025

Arion R. Claggett

Acting Commissioner Arion R. Claggett

Eric Kaufman
Signature

DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

23 0097776

License Type
Professional Land Surveyor

JOSE D RUIZ DEL VALLE
17 CIRCLE DR
SICKLERVILLE, NJ 08081



License Status
Active

Initial License Date
02/23/2019

License Number
SU075599

Expiration Date
09/30/2025

Arion R. Claggett

Acting Commissioner Arion R. Claggett

J. D. Valle

Signature

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 PA.C.S. §. 4911



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

09/27/2023

License Information

ERIN BURKE DALIUS

Conshohocken, Pennsylvania 19146

Board/Commission: State Registration Board for Professional
Engineers, Land Surveyors and Geologists

Status Effective Date: 09/30/2021

LicenseType: Professional Engineer

Issue Date: 01/06/2012

Specialty Type:

Expiration Date: 09/30/2025

License Number: PE079431

Last Renewal: 09/15/2023

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the
Pennsylvania Department of State.

**AI ENGINEERS, INC.
AFFIRMATIVE ACTION POLICY**

Company Name	AI Engineers, Inc.
Address	919 Middle Street
City/State/Zip	Middletown, CT 06457
Area Code/Phone Number	860-635-7740
Area Code/Fax Number	860-635-7312
Contact Person	Bailey Seeger

AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, age, sex, marital status, victim of domestic violence status, national origin or ancestry, present or past history of mental disability, mental retardation, learning disability or physical disability, including but not limited to, blindness except in the case of a bona fide occupational qualification or need. Such action shall include; Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the job training. This policy and practice applies to all persons.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable federal and state laws, regulations executive orders and the EEO contract provisions listed below:

1. Civil Rights Act of 1964 as amended
2. Title 23 U.S.C. 140
3. Title 49 C.F.R. Part 21
4. Governor's Executive Orders #3 and #17
5. Connecticut Fair Employment Practices Act
6. Americans with Disabilities Act of 1990
7. Public Act No. 91-58
8. Specific Equal Employment Opportunity Responsibilities
9. Required Contract Provisions Federal Aid Construction Contracts
10. A (76) Affirmative Action Requirements
11. Minority Business Enterprises as Subcontractors
12. Standard Federal Equal Employment Opportunity Construction Contract Specification.
13. Nondiscrimination Act

In implementing this policy and ensuring that equal opportunity is being provided to protected class members, each time a hiring opportunity occurs this firm will contact and request referrals from minority and female organizations, referral sources, and media sources. All advertising will emphasize that the firm is "An Affirmative Action/Equal Opportunity Employer."

In order to substantiate this firm's efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain internal EEO/affirmative action audit procedures and reporting, as well as record keeping systems.

It is understood by me, my Equal Employment Opportunity Officer and my supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm's affirmative action program and failure to adequately document the affirmative actions taken and efforts made to recruit and hire minority and female applicants, in accordance with our affirmative action program in each instance of hire, will result in this firm being to recommit itself to a modified and more stringent affirmative action program prior to receiving approval. It is recognized that an approved affirmative action program is a prerequisite for performing services for the contracting agency.

Managers and supervisors are being advised of their responsibilities to ensure the success of the Affirmative Action Program. The ultimate responsibility for the Affirmative Action Program rests with the Chief Executive Officer. However, the day-to-day duties are hereby designated to Bailey Seeger, HRM, who has been designated as the Equal Opportunity Officer of this firm and will report directly to the Chief Executive Officer in these matters.

This Affirmative Action Plan has my whole-hearted support. In addition, each manager and supervisor, and all employees, are directed to aid in the development and implementation of the program and will be responsible for compliance to its objectives.



Abu Islam, PE, FASCE - President/CEO
Signature

July 17, 2023
Date

ASSIGNMENT OF RESPONSIBILITIES

The contractor/consultant shall designate a responsible official to monitor all employment related activity to ensure that the firm's EEO policy is being implemented.

I hereby appoint Bailey Seeger as the Equal Employment Opportunity Officer of this firm.

The contracting officers and equal opportunity officer (hereinafter referred to as the EEO Officer) shall have the responsibility for and must be capable of effectively administering and promoting an active program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

All members of the Company's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will] implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions should be taken.

The EEO Officer's responsibilities shall include the following:

1. Conduct periodic meetings of supervisory and personnel office employees upon hire and not less often than once every six months, at which time the equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the company EEO Officer or another knowledgeable company official.
2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
3. All personnel who are engaged in direct recruitment for the firm will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring woman/minority group employees.
4. Develop, implement and monitor progress on this firm's affirmative action plan.
5. Initiate and maintain contact with unions, recruitment sources and organizations servicing members of protected groups concerning the achievement of action requirements.
6. Place notices and posters setting forth the firms equal employment opportunity policy in areas accessible to employees, employment applicants and potential employees.
7. The equal employment opportunity policy and procedures to implement such policy will be brought to the attention of employees by means of meetings employee handbook, or other appropriate means.
8. The firm unless precluded by a valid bargaining agreement will conduct systematic recruitment and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. The firm's EEO Officer will identify sources of potential minority group employees,

and establish with such identified sources, procedures whereby minority group applicants may be referred to the firm for employment consideration.

9. In the event that the firm has a valid bargaining agreement providing for exclusive hiring hall referrals, you are expected to observe the provisions of that agreement to the extent that the system permits the firm's compliance with equal employment opportunity contract provisions.
10. If the firm relies in whole or in part upon unions as a source of employees, you will use your best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees.
11. Your firm will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
12. The firm will promptly investigate all complaints of alleged discrimination made to the firm.
13. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
14. The company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.



Bailey Seeger, EEO Officer
Signature

July 17, 2023
Date



Abul Islam, PE, FASCE - President/CEO
Signature

July 17, 2023
Date

PROFESSIONAL DESIGN SERVICES
PROPOSAL COST FORM/SIGNATURE PAGE

TO THE COUNTY OF DELAWARE
COUNTY COUNCIL:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits, and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services for the following:

PROFESSIONAL DESIGN SERVICES


The County will pay applicable fees to the Consultant ONLY for recommendations implemented within twenty-four (24) months of the Consultant delivering the recommendations to the County. If no recommendations, and thus cost savings or reductions, are pursued, there will be no fees owed to the Consultant by the County.

The undersigned is a (Corporation) under the laws of the State of Connecticut havin, its
(Individual)
Principal office at 919 Middle Street, Middletown, CT 06457

AI Engineers, Inc.
Company

06-1327598
Federal I.D. # or Social Security #

740 Springdale Drive, Suite 150, Exton, PA 19341
Address


Signature of Authorized Agent

Rohit Pradhan, PE
Type or Print Name

Senior Vice President
Title of Authorized Agent

10/10/23
Date

(484) 872-8748
Telephone Number

rpradhan@aiengineers.com
Email Address

(484) 872-1418
Fax Number

PROPOSING FIRM: AI Engineers, Inc.

Fee proposal shall include the percentage of construction cost that shall be billed for projects when the method of compensation is determined to be by percentage of construction cost. Provide for the following:

Lump Sum Fee: \$ 337,999.64

The Engineer's fee on this project shall be all-inclusive. The Engineer shall be entitled to payment for the authorized reimbursable expenses provided in "Professional Services Sample Contract".

Reimbursables: \$ 29,686.50

PROPOSING FIRM: AI Engineers, Inc.

Hourly rates will be utilized for any authorized and approved additional services.

Do not provide a range. Do not add positions. Include rates for positions shown.

Employee Name	Position	Hourly Rate
Key Personnel for Structural Engineering Firms		
Rohit Pradhan	Structural Principal in Charge	\$ 338.47
Michael Beal	Project Manager	\$ 234.33
Andrew Powers	Registered or Licensed Structural Engineer	\$ 156.22
Ronald Tellier	Cost Estimator	\$ 218.70
Matthew Lariviere	Drafter/CADD Operator	\$ 109.35
Catherine Gonsalves	Clerical	\$ 109.35
Kyle Watterworth	Construction Administrator	\$ 173.19
Andrew Powers	Specification Writer	\$ 156.22



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Allison Ruger, Public Works

ITEM TYPE: Amendment

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of change order GC-05 to contract #eDPW-121422-2 between the County of Delaware and L.J. Paoella Construction, Inc for additional demolition work supporting removal of the pipes in the CID area for the Sprinkler, Piping and Fire Pump Modifications at the Government Center Complex in an amount not to exceed \$9,357.55. The contract value will increase from \$478,275.79 to \$487,633.34. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 4670-9505-704001

ESTIMATED/ACTUAL COST OF REQUEST: \$9,357.55

FUNDING SOURCE: Capital

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:

- [Delco Sprinkler GC GWB COR 4 Remove Soffit.pdf](#)
- [GC DEMO Soffit Owner.pdf](#)
- [Paoella Signed GC#5.pdf](#)

L.J. Paoella Construction, Inc.

Change Order

278 Bridgewater Road

Brookhaven, PA 19015

Phone: (610) 499-8950

Fax: (610) 499-8930

PA Lic #PA059967

Date: 2/26/2024

Delco Sprinkler GC GWB COR 4

Remove GWB Soffit

Supply and install with all labor, material and equipment for the removal of GWB/Plaster Soffit and ceiling for access to pipes. Scope consist of coordination, Cover Up, Demo, Clean Up.

PROPOSAL TOTAL \$9,357.55

Description	Hours	Hourly Rate	Total
Labor Cost			
<i>Rates include taxes and insurance</i>			
Supervision	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
Laborer (Coordination/Clean Up/Logistics)	20.00	\$80.25	\$1,605.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
Total Labor Cost			\$1,605.00

Sub Contractor Cost	Unit	Unit Cost	Total
AJA	1.00	\$5,982.00	\$5,982.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
Total Subcontractor Cost			\$5,982.00

Material Cost	Quantity	Unit Price	Total
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
Total Material Cost			\$0.00

L.J. Paolella Construction, Inc.

Change Order

278 Bridgewater Road
 Brookhaven, PA 19015
 Phone: (610) 499-8950
 Fax: (610) 499-8930
 PA Lic #PA059967

Date: 2/26/2024

Equipment Cost	Quantity	Unit Price	Total
Truck, Hand Tools & Consumables	10.00	\$17.50	\$175.00
	0.00	\$550.00	\$0.00
Trash Removal	0.50	\$750.00	\$375.00
Total Equipment Cost			\$550.00
Profit and Over Head	15%		\$1,220.55
Total Change Order Cost			\$9,357.55

Larry Paoella, Jr

Subject: FW: DELAWARE COUNTY COURTHOUSE SOFFIT DEMO AND CEILING REPLACEMNT

From: JACK EBERT <jack.ajacg@gmail.com>

To: Larry Paoella, Jr <larry@ljpinc.net>

Subject: DELAWARE COUNTY COURTHOUSE SOFFIT DEMO AND CEILING REPLACEMNT

DEMO 142LF OF DRYWALL SOFFIT
DEMO 12X6 AND 14 X10 DRYWALL CEILINGS

	LABOR.	MATERIAL
COVER UP AND CLEAN UP	11 HRS	169.37
DEMO SOFFITS AND CEILINGS	30 HRS	145.19

TOTALS 41 HRS 5,371.00

LABOR HRS 83 X 131.00 =
MATERIAL x 15% = 5,371.00
Consumables/Truck/Tools = ^{169.37}
441.57

TOTAL
JACK EBERT 5,981.94

Sr. Estimator / Project Manager
AJA Construction Group, Inc
6418 Woodland Ave., Suite 1FF
Philadelphia, PA 19142
O: (610) 604-8921
C: (215) 527-6872
Fax: 610-833-8091
J <mailto:dkgconstruction@gmail.com> ack.ajacg@gmail.com <mailto:ack.ajacg@gmail.com>

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

DOCUMENT G701

PROJECT:
 DELO Sprinkler Project
 Delco Government Center Complex

CHANGE ORDER NUMBER: GC-05

TO (Contractor)
 L.J. Paoella Construction, Inc.
 278 Bridgewater Road
 Brookhaven, PA 19015

PROJECT NO: DELCO # eDPW-121422-2
 G&H # 2020-183

CONTRACT FOR:



CONTRACT DATE:

You are directed to make the following changes in this Contract:

Supply and install with all labor, material and equipment for the removal of GWB/Plaster Soffit and ceiling for access to pipes. Scope consist of coordination, Cover Up, Demo, Clean Up.

The original Contract Sum was	\$	481,000.00
Net change by previous Change Orders	\$	-2,724.21
The Contract Sum Prior to this Change Order was	\$	478,275.79
The Contract Sum will be increased by this Change Order	\$	9,357.55
The new Contract Sum including this Change Order will be	\$	487,633.34
The Contract Time will be unchanged by		(0) Days
The Date of Completion as of the date of this Change Order therefore is not required.		

Gillan and Hartmann, Inc. ARCHITECT	L.J. Paoella Construction, Inc. CONTRACTOR	Delaware County OWNER
PO Box 345 Valley Forge, PA 19481 Address	278 Bridgewater Road Brookhaven, PA 19015 Address	201 West Front Street, Suite 207, Media, PA 19063 Address

By 	By 	By _____
Date 2.27.24	Date 2-27-24	Date _____

Caution: You should use an original document which has this caution printed in Red. An original assures that changes will not be obscured as may occur when documents are reproduced.
Q:\eppt\trv\AIA documents\Blank GH AIA FORM G701-CHANGE ORDER .wpd



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Jonathan Lichtenstein, Sustainability

ITEM TYPE: Award of Contract

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of a contract with WGL Energy Services, Inc. to establish a dedicated PJM subaccount and purchase energy and RECs on behalf of the County as part of the Sustainable Energy Partnership of Southeast Pennsylvania for a term of 5 years at a cost of \$.67 per MWh. Supplier has agreed to Standard Terms and Conditions. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM TBD
ACCOUNT:

ESTIMATED/ACTUAL COST OF TBD
REQUEST:

FUNDING SOURCE: County Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[Draft Combined Exhibits \(SEPSPA\).pdf](#)



COUNTY OF MONTGOMERY CONTRACT

Purchaser
Referred to as “The County”
 County of Montgomery
 Purchasing Department
 PO Box 311
 Norristown, PA 19404
 Phone: 610-278-3037

Contractor
Referred to as “Contractor”
 WGL ENERGY SERVICES INC
 8614 Westwood Center Drive Suite 1200
 Vienna VA 22182

OLGA CURNEN
 (301) 693-2383
 Olga.Curnen@wglenergy.com

Contract Description SUSTAINABLE ENERGY PARTNERSHIP OF SOUTHEAST PENNSYLVANIA
 Contract No: 1112
 Contract Full Description RFP #23-77 for the SUSTAINABLE ENERGY PARTNERSHIP OF SOUTHEAST
 PENNSYLVANIA
 Contract Manager Ray Heydt

Contract Lines			
Description			Cost
Service Fee Based on PJM Settlement Volume			0.67 per MWh
Monthly Deficient Working Capital Balance			3 month SOFR + 1% (published on 1st of the month)

CONTRACT AGREEMENT

WHEREAS, The County issued a Solicitation for the provision of the services identified herein on behalf of the SUSTAINABLE ENERGY PARTNERSHIP OF SOUTHEAST PENNSYLVANIA (“SEPSPA”); and;

WHEREAS, Contractor submitted a proposal in response to this solicitation; and

WHEREAS, the County Commissioners determined that Contractor’s proposal was the most advantageous to the County after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for award; and

WHEREAS, the County Commissioners memorialized the award through the passage of the resolution referenced below; and

WHEREAS, County and Contractor have negotiated this Contract as their final and entire agreement in regard to providing services to the County.

NOW THEREFORE, intending to be legally bound hereby, County and Contractor agree as follows:

The Term of this contract is for a 5 year agreement with 5 mutually agreeable, optional annual renewals for a potential contract term of up to 10 years.

Contractor shall, in accordance with the terms and conditions of this Contract, provide services to the County as more fully defined in the attached Statement of Work, attached hereto as Exhibit B, and the corresponding Montgomery County Procurement Portal, including all posted questions and answers,

addendums, drawings etc.

Contractor agrees to provide the services at the price listed in its proposal, which is attached hereto as Exhibit C.

The County's Standard Terms and Conditions contained in Exhibit A shall apply to this contract.

The Contract between the parties is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:

This Contract document.

The Standard Contract Terms and Conditions contained in Exhibit A.

The Contractor's Submittal contained in Exhibit C.

The Statement of Work contained in Exhibit B.

The Contractor's Technical Submittal contained in Exhibit C.

The Contractor's negotiated best and final offer contained in Exhibit D.

IN WITNESS WHEREOF, the parties hereto have signed this Contract the day and year first above written. Execution by the County will be as described in the Standard Contract Terms and Conditions.

COUNTY OF MONTGOMERY (SEAL)

By.....

.....

.....

Montgomery County Commissioners

.....

Chief Clerk

.....
Contractor

.....
Contractor

.....
Witness to Principal

Approved as to Form:

.....
Montgomery County Solicitor

COUNTY OF CHESTER

COUNTY BUCKS

COUNTY OF DELAWARE

BY:
Council Chair

ATTESTED:.....
Delaware County Clerk

RESOLUTION # _____

**STANDARD CONTRACT
TERMS AND CONDITIONS FOR SERVICES
– ELECTRONIC CONTRACT –**

1. SCOPE

This form has been pre-approved by the Montgomery County Solicitor as indicated by the version number indicated in the header. Provided that the County's Standard Contract and Signature page is used to memorialize this contract, and that no changes have been made to the text below, no additional Solicitor approval is required.

The version number contained on the header of this document shall govern the contents of these Terms and Conditions, and in the event of any discrepancy between the official version contained on the County's website and the text below, the version on the website shall control unless the signature of the Montgomery County Solicitor or his designee accompanies the change.

Note that failure to include this paragraph without a Solicitor signature shall not relieve Contractor of the terms below, provided this document was included in the advertised solicitation or procurement that gave rise to this Contract or was otherwise publically advertised in a manner such that the Contractor knew or should have known that these provisions are applicable to the Contract.

2. DEFINITIONS

As used in this Contract, these words shall have the following meanings:

- a. County: The department, board, commission, row office or other agency of the County of Montgomery listed as the Purchasing Agency.
- b. Contracting Officer: The person authorized to administer this Contract for the County and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the Services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.
- g. Statement of Work: Shall refer to any statement of work attached to the contract, as well as all material posted to the PublicPurchase.com or other website used to advertise the Invitation for Bid, Request for Proposal, Statement of Interest or other solicitation that resulted in this Contract, including any and all questions and answers.

- h. Supplies: All tangible and intangible property including, but not limited to materials and equipment, provided by the Contractor to satisfy the Contract.

3. TERM OF CONTRACT

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. If no Expiration Date is specified, the Term of the Contract shall be one year from the Effective Date and shall be extendable up to five years on terms negotiated between the parties.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the County; or b) the "Valid from" date printed in the Statement of Work/Specification, whichever is later.

4. EXTENSION OF CONTRACT TERM

The County reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions.

5. SIGNATURES

This Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No County employee has the authority to verbally direct commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any services or work performed prior to the Effective Date.

The fully-executed Contract may be sent to the Contractor via facsimile, email, first class mail or other means as agreed to between the parties. The Contract will not be considered fully-executed unless it has a resolution number written across the top of it, Contractor's signature, and the signature of a Commissioner or Commissioner Designee. If the enabling resolution for this Contract does not have a resolution number at the time the County needs to start work, the Contract will be considered valid if the top of the contract indicates that a resolution number is pending and states the date the resolution was passed. The Contract may be updated to include the resolution number without notice unless prior written objection has been provided.

Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

6. INDEPENDENT PRIME CONTRACTOR

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the County. The Contractor will be responsible for all Services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

7. SUBCONTRACTS

The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor if the Subcontractor is approved in writing by the County or the Subcontractor(s) and their role were disclosed in the Contractor's bid/proposal, and the bid/proposal was accepted without reservation as to the issue of Subcontractor(s). Approval for Subcontractor(s) will not be unreasonably withheld by the County.

Upon request of the County, the Contractor must provide the County with a copy of the subcontract agreement between the Contractor and Subcontractor(s). The County reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The County will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

8. OTHER CONTRACTORS

The County may undertake or award other contracts for additional, alternate or related work or supplies, and the Contractor shall fully cooperate with other contractors and County employees, and coordinate its Services with such additional work as may be required.

9. DELIVERY

Delivery of Services: The Contractor shall proceed with all due diligence in the performance of the Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

10. PRODUCT CONFORMANCE

The County reserves the right to require any and all Contractors to:

- a. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the County.
- b. Supply published manufacturer product Documentation.
- c. Permit a County representative to witness testing at the Contractor's location or at an independent laboratory.

11. ACCEPTANCE

Services: Acceptance of Developed Materials will occur in accordance with a Deliverable Approval Plan submitted by the Contractor and approved by the County. Upon approval of the plan by the County, the Deliverable Approval Plan becomes part of this Contract.

12. ESTIMATED QUANTITIES

Unless explicitly stated, it shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the County and that the County in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the County.

13. WARRANTIES

- a. The Contractor warrants all Services performed by the Contractor, its agents and subcontractors shall conform in all material respects to the functional specifications and requirements of the Contract. If any supplies are provided, Contractor agrees to extend to the County all manufacturer warranties covering those supplies to the best of Contractor's ability.
- b. The Contractor hereby represents and warrants to the County that the Contractor will not cause, or take any action that may directly or indirectly cause a disruption of the County's operations that is not clearly envisioned by the Contract.
- c. Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Supplies and Developed Materials under this Contract.
- d. THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- e. All warranties shall survive final acceptance.

14. COMPENSATION

Compensation for Services: The Contractor shall be required to perform the specified Services at the price(s) quoted in the Contract. All Services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the County. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

15. PAYMENT

Unless stated otherwise, payments shall be made to the Contractor within thirty (30) days of receipt of invoice, after inspection and acceptance of the material and/or work by an authorized representative of the Commissioners, and approval of the invoice by the Controller. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above. County shall have the right to offset from all payments any amounts owed to the County for back taxes or other delinquent fees, fines or liens owed to the County.

16. TAXES

The County is exempt from State and Local Sales and Use Taxes.

17. INSURANCE

- a. Contractor shall maintain adequate public liability, property damage, malpractice and workers compensation insurances, insuring as they may appear in the interest of all parties to said contract. CERTIFICATION OF SAID INSURANCE COVERAGE SHALL BE SUBMITTED TO THE COUNTY AT THE TIME OF THE EXECUTION OF THE CONTRACT BY CONTRACTOR. County shall be named as an additional insured on certificate of insurance provided. If the additional

insured requirement must be endorsed then the endorsement must accompany the insurance certificate.

- b. Contractor shall upon request annually provide the County with a certificate of insurance as noted below in paragraph G, with the Contract Number or Solicitation (Specification or RFP) Number clearly noted on said certificate of insurance.
- c. Contractor will notify County immediately in writing when it knows or should have known that its insurance policy is or will be canceled, not renewed, or reduced.
- d. If Contractor desires to self-insure any or all of the coverage listed in this section, except where prohibited by law, it shall provide to the County documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the Contractor's insurance. Any coverage, which is self-insured, shall provide the same coverage limits and benefits as the coverage listed in this section.
- e. If Contractor fails to provide such required insurance coverage and/or adequate proof of current coverage in amounts required, the County shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.
- f. The County reserves the right to review categories and levels of insurance coverage held by the Contractor in an ongoing program of risk management. The Contractor will be notified, in writing, of coverage requirements as determined by this review and Contractor agrees to secure such requested coverage.
- g. Unless either: (1) general industry practice calls for amounts less than those listed below and such practice can be demonstrated, or (2) the amounts are changed through mutual written agreement, Contractor should have the insurance detailed below:

Commercial General Liability - Each policy and Certificate of Insurance shall contain an endorsement naming the County of Montgomery as an additional insured party.

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal/Advertising Injury

(Any restrictive endorsements must be included)

Workers Compensation

PA Statutory Coverage
Employers Liability - Basic Limits

Business Automobile Policy (required only if contract involves transportation of goods or persons)

\$1,000,000 Each Accident Limit

Professional Errors and Omissions Liability (required only if contract involves performance of a recognized professional service)

\$1,000,000 Each Occurrence

\$1,000,000 Each Aggregate

Medical Malpractice Insurance (required only if contract involves performance of a member of the medical profession. Those in the medical professions must also provide evidence of participation in the MCARE in the amounts noted below)

\$ 1,000,000.00 Each Occurrence

\$ 3,000,000.00 Each Aggregate

18. CONFIDENTIALITY

- a. The Contractor agrees to protect the confidentiality of the County's confidential information. The County agrees to protect the confidentiality of Contractor's confidential information.
- b. The Contractor shall use the following process when submitting information to the County it believes to be confidential and/or proprietary information or trade secrets:
 - 1) Prepare an un-redacted version of the appropriate document, and;
 - 2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret.
- c. Prepare a signed written statement that states:
 - 1) The attached document contains confidential or proprietary information or trade secrets;
 - 2) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - 3) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- d. Submit the two documents along with the signed written statement to the County.

19. SENSITIVE INFORMATION

- a. The Contractor shall not publish or otherwise disclose, except to the County or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the County), any information or data obtained hereunder from private individuals, organizations, or public agencies.
- b. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a County program affected by or benefiting from Services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable state and federal law and regulations. All documents

associated with direct disclosures of this kind must be announced to and open for inspection by the County.

- c. Rights and obligations of the parties under this Section survive the expiration or termination of this Contract

20. COUNTY HELD HARMLESS

- a. The Contractor shall hold the County harmless from and indemnify the County against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the County gives Contractor prompt notice of any such claim of which it learns.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The County may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations. In addition to the foregoing indemnity obligation, Contractor shall indemnify the County for any and all costs associated with establishing or enforcing this indemnity obligation.

21. DEFAULT

- a. The County may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
 - 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;

- 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;
 - 12) Assignment made for the benefit of creditors;
 - 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - 14) Failure to protect, to repair, or to make good any damage or injury to property;
 - 15) Breach of any provision of the Contract;
 - 16) Failure to comply with representations made in the Contractor's bid/proposal;
 - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the County terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the County may procure, upon such terms and in such manner as it determines, Supplies and/or Services similar or identical to those so terminated, and the Contractor shall be liable to the County for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the County, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the County in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other Documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the County shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the County shall be in an amount agreed upon by the Contractor and Contracting Officer. The County may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the County against loss.
- d. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

- e. The County's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the County of its rights and remedies in regard to the event of default or any succeeding event of default.

22. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. The Contractor shall notify the County orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. After receipt of such notification, the County may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the County by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

23. TERMINATION PROVISIONS

The County has the right to terminate this Contract or any Purchase Order for any reason as detailed more fully below. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The County shall have the right to terminate the Contract or a Purchase Order for its convenience if the County determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The County's obligation to make payments during any fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (county, state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the County shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Supplies or Services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose
- c. **TERMINATION FOR CAUSE:** The County shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The County shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the County erred in terminating the Contract or a Purchase Order for cause, then, at the County discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under Subparagraph a.

24. ASSIGNABILITY AND SUBCONTRACTING

- a. Except as provided for in subsection b, the Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior

written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

- b. If another entity acquires all or substantially all of Contractor's assets, Contractor may assign this Contract in whole to the new entity without prior consent, provided that notice is provided once the acquisition becomes public knowledge. Contemporaneous consent must still be obtained if the Contractor will not be transferring the whole Contract. Additionally, County may terminate the Contract without penalty upon receiving notice of the assignment.

25. AUDIT PROVISIONS

The County shall have the right, at reasonable times and at a site designated by the County, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the County and/or their authorized representatives.

26. OWNERSHIP RIGHTS

The County shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated Documentation that is designed or developed and delivered to the County as part of the performance of the Contract.

27. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- a. 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, the Contractor, each subcontractor, or any person acting on behalf of the Contractor 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.
- b. Neither the Contractor 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, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

- d. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the County, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- g. The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the County if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- h. The County may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

28. CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the County of Montgomery (County). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the County, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth of Pennsylvania, County or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other County obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist. If the Contractor cannot so certify because of the scope and nature of its organizational structure, then it agrees to make such certification to the best extent possible and to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made in full.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the County if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other County obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth of Pennsylvania, County, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment. To the extent the size or nature of the Contractor prevents it from carrying out this obligation in full, it shall provide written documentation explaining why this obligation cannot be fully complied with, and shall have a continuing obligation to report to the greatest extent possible.
- d. The failure of the Contractor to notify the County of its suspension or debarment by the Commonwealth of Pennsylvania, County, any other state, any other county or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the County for the reasonable costs of investigation incurred by any investigate office of the County for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the County that results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

29. AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the County through contracts with outside contractors. Contractor will comply, and all of its subcontractors will comply, with the nondiscrimination requirements of the Civil Rights Act of 1870; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; Regulations implementing Sections 799A and 845 of the Public Health Service Act, 45 C.F.R. Part 83; the Age Discrimination Act of 1975; and 45 C.F.R. Parts 83, 84, 86, and 90, as well as any other applicable federal nondiscrimination statutes and regulations. Specifically, Contractor must provide foreign language interpreters and translated

documents to limited English proficient participants in compliance with Title VI of the Federal Civil Rights Act, and sign language interpreters to deaf or hard of hearing participants in compliance with the Americans with Disabilities Act.

- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the County from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the County as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

30. RIGHT TO KNOW LAW

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract.
- b. If the County needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the County.
- c. Upon written notification from the County that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
 - 1) Provide the County, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the County reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2) Provide such other assistance as the County may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the County and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The County will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the County determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the County determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the County's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the County harmless for any

damages, penalties, costs, detriment or harm that the County may incur as a result of the Contractor's failure, including any statutory damages assessed against the County.

- g. The County will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any County decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the County for any legal expenses incurred by the County as a result of such a challenge and shall hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of the Contractor's failure, including any statutory damages assessed against the County, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

31. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

32. APPLICABLE LAW

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of the Court of Common Pleas of the County of Montgomery, Pennsylvania and the United States District Court for the Eastern District of Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

33. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

34. INTEGRATION

This Contract, including all referenced documents and any Purchase Order, constitutes the entire agreement between the parties. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No

modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

35. ORDER OF PRECEDENCE

In the event there is a conflict among the documents comprising this Contract, the County and the Contractor agree on the following order of precedence: the Contract; the solicitation; and the Contractor's response to the solicitation.

36. CHANGES

The County reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the Services within the scope of the Contract; 3) to notify the Contractor that the County is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order.

37. NOTICE

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- 1) If to the Contractor: the Contractor's address as recorded in the bid, proposal or vendor system used by the County.
- 2) If to the County: the address of the Issuing Office as set forth on the Contract.

38. CONTROLLING TERMS AND CONDITIONS

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the County. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the County.

Montgomery County RFP 23-77
Electricity Supply and Service
Montgomery County on behalf of the Sustainable Energy Partnership of Southeast Pennsylvania

**REQUEST FOR PROPOSAL
for
ELECTRICITY SUPPLY AND SERVICE
for the
SUSTAINABLE ENERGY PARTNERSHIP OF SOUTHEAST PENNSYLVANIA**

Issued by:

**Montgomery County
on behalf of the
Sustainable Energy Partnership of Southeast Pennsylvania**

**The proposal must be submitted electronically via the Montgomery County Procurement
Portal, Bonfire**

Table of Contents

- I. Project Overview
 - A. Introduction; Statement of Purpose
 - B. Department Overview
 - C. Project Background
 - D. Request for Proposal (RFP)
 - E. General Disclaimer of the SEPSPA

- II. Scope of Work
 - A. Definitions
 - B. Project Details
 - C. Services and Tangible Work Products
 - D. Monitoring; Security
 - E. Reporting Requirements
 - F. Specific Performance Standards
 - G. Cost Proposal
 - H. Organization and Personnel Requirements
 - I. Alternative Solutions
 - J. Available Information

- III. Proposal Format, Content, and Submission Requirements; Selection Process
 - A. Proposal Format
 - B. Notice to Applicants to State Requested Exceptions to Contract Terms in Proposal
 - C. Selection Process

- IV. Proposal Administration
 - A. Procurement Schedule
 - B. Questions Relating to the RFP
 - C. Pre-Proposal Conference, Site Visits, Inspection of Materials
 - D. Interviews; Presentations
 - E. Term of Contract

- V. General Rules Governing RFPs/Proposals; Reservation of Rights, Confidentiality and Public Disclosure
 - A. Revisions to RFP
 - B. SEPSPA Employee Conflict Provision
 - C. Proposal Binding
 - D. Reservation of Rights
 - E. Confidentiality and Public Disclosure

Additional Documents

- Exhibit A – Standard Terms and Conditions
- Appendix A
- Sample Contract
- Instructions to Bidders

I. Project Overview

A. Introduction; Statement of Purpose

The Sustainable Energy Partnership of Southeast Pennsylvania (SEPSPA) consists of four counties, Bucks, Chester, Delaware, and Montgomery Counties (collectively “Counties”) located in the greater Philadelphia area. SEPSPA was created upon execution of a Memorandum of Understanding (MOU) among the Counties as a result of a study commissioned by the Counties through the Delaware Valley Regional Planning Commission (DVRPC). Serving the Greater Philadelphia area since 1965, DVRPC works to foster regional collaboration in creating and maintaining a livable, sustainable and economically competitive region. Through a public solicitation, DVRPC and the Counties selected Enel X Advisory Services USA, LLC (Enel X) to perform the study. Working in close collaboration with DVRPC and the Counties, the study was undertaken to explore the different energy procurement approaches and structures that could best meet the Counties’ long term energy goals of low-cost electricity, long term price stability, increased transparency, integration of renewable energy, and ease of on-boarding additional to-be-determined members into an aggregation approach. Prior to SEPSPA’s creation, the Counties procured energy collectively through fixed rate full requirements retail contracts under the Southeastern Pennsylvania Regional Power Purchase Agreement Partnership.

Upon completion of the study, the decision was made to pursue a managed portfolio with a dedicated PJM subaccount procurement program delivered through a qualified Pennsylvania licensed electric supply service provider (Supplier). This program designed for local government aggregations has been successfully deployed with the support of Enel X since 2006. Under this program, SEPSPA will adopt a block/index structure whereby competitively bid wholesale fixed rate blocks of energy will be purchased with the balance of energy purchased on the hourly markets. SEPSPA will also consider renewable energy purchase opportunities sourced through a variety of methods which may include purchases from member renewable energy projects, long-term power purchase agreements (PPA’s) sourced by the Supplier, piggyback off of other Government renewable energy solicitations and SEPSPA issued renewable purchase solicitations. The intention is to sleeve all renewable energy purchases through the Supplier. The program will be overseen by the SEPSPA Board consisting of appointed County members and the program will be implemented and managed in accordance with the SEPSPA approved Energy Cost Management and Procurement Plan (ECMPP).

This RFP is to solicit offers from qualified Pennsylvania licensed electric supply service providers (Suppliers) to provide the scope of services as detailed in Section II. Under the strategy adopted, SEPSPA will partner with a Pennsylvania licensed electric supply service provider (Supplier) to establish a dedicated PJM subaccount and purchase energy as described above. The selected Supplier will contract individually with each of the SEPSPA members as SEPSPA itself is not a separate legal entity. Under this arrangement all supply costs are on a pass-through basis with the Supplier paid a fee on a per Megawatt Hour (MWh) basis on the PJM subaccount gross volumes each month. Supply costs are billed by the Supplier under a fixed rate budget billing program to the Counties, and billing rates (Budget Billing Rates) are periodically adjusted to true-up actual versus billed costs.

B. Department Overview

This Request for Proposals is issued by Montgomery County on behalf of the Sustainable Energy Partnership of Southeast Pennsylvania

C. Project Background

SEPSPA currently has approximately 383 metered electric accounts consisting of 349 PECO, 19 Met Ed and 15 PPL accounts. The total annual usage is approximately 97,265 MWhs consisting of 93,312 MWhs for PECO, 495 MWhs for Met Ed and 459 MWhs for PPL. They range in size from large buildings to small public service accounts. The distribution of the total MWhs by County is roughly equivalent. During the contract period SEPSPA may add or delete accounts. SEPSPA may also decide to add accounts from SEPSPA-related entities, or other local government organizations located in the SEPSPA region.

SEPSPA's procurement strategy is based on purchasing electricity on an hourly Locational Marginal Price and fixed rate block purchasing structure. Energy price risk will be managed by SEPSPA and its advisor consistent with an approved cost management and procurement plan. The goal of the RFP is to select a qualified Supplier that will enter into a supply arrangement, whereby the Supplier is reimbursed for its actual and direct costs associated with the electric supply for all of SEPSPA's enrolled electric accounts in a dedicated PJM sub-account established by the Supplier.

SEPSPA has engaged the services of Enel X as their Energy Advisor (EA), to assist with the development and ongoing implementation of the procurement strategy. The EA's responsibilities include assisting in:

1. development of the cost management and procurement plan
2. development and design of the purchasing structure,
3. development of purchase provisions of the Electricity Supply and Services Agreement,
4. development and execution of the RFP to select the Supplier, Supplier credential and proposal evaluation,
6. providing ongoing energy market intelligence,
7. coordinating ongoing LMP and fixed rate block purchases,
8. cast and re-cast the SEPSPA energy cost forecast and hedge position models as needed
9. review of Supplier invoices,
10. review of supplier monthly portfolio reports
11. periodic reporting and presentation of portfolio results, hedge positions, risk management strategy and tactics, working capital balances, billing rates, capacity and transmission requirements and AEPS purchases
12. facilitating Renewable Energy Certificate (REC) purchasing which may include purchases to meet Pennsylvania Alternative Energy Portfolio Standards (AEPS) as well as to meet SEPSPA renewable energy and sustainability goals.
13. advising and incorporating energy and RECs purchased through long term renewable energy purchases into the overall procurement program.

D. Request for Proposals

SEPSPA is seeking one Supplier which can serve the electric supply needs of all SEPSPA facilities, working in close coordination with SEPSPA and the EA. The Supplier must be licensed to supply electricity by the Pennsylvania Public Utilities Commission, must demonstrate experience in managing and invoicing large supply accounts similar in size (annual MWh and numbers of accounts) to SEPSPA Accounts with the flexibility of adding further loads, and demonstrated experience in accounting and reporting on energy delivered from renewable energy projects.

E. General Disclaimer of the SEPSPA

This Best Value RFP does not commit SEPSPA to award a contract. This RFP and the process it describes are proprietary to SEPSPA and are for the sole and exclusive benefit of SEPSPA. No other party, including any Applicant, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Applicant to this RFP, shall become the property of SEPSPA and may be subject to public disclosure by SEPSPA, or any authorized agent of SEPSPA. SEPSPA is not liable for any costs incurred by Applicants in preparing and submitting a proposal in response to this RFP or for any costs and expenses incurred in meeting with or making oral presentations to SEPSPA if so requested.

II. Scope of Work

A. Definitions (if applicable)

Unless specified otherwise, words, phrases, abbreviations and/or acronyms have the following meanings:

- “ARR” means Auction Revenue Rights
- “AEPS” means Pennsylvania Alternative Energy Portfolio Standard
- “DA” means Day Ahead
- “EA” means Energy Advisor
- “EDI” means Electronic Data Interchange
- “EDC” means Electric Distribution Company
- “eFTR” means a tool used by PJM members to select financial transmission paths for their portfolio(s)
- “GATS” means Generation Attribute Tracking System
- “kWh” means kilowatt hour
- “LMP” means Locational Marginal Price
- “Met Ed” means Metropolitan Edison Company
- “MWh” means megawatt hour
- “PECO” means PECO Energy Company the local electric distribution company
- “PJM” means Mid-Atlantic Independent Grid Operator
- “PPA” means power purchase agreement
- “PPL” means PPL Electric Utilities Corporation
- “RECs” means Renewable Energy Certificates
- “Applicant” means Applicant to this RFP
- “SEPSPA” means Sustainability Energy Partnership of Southeast Pennsylvania
- “SRECs” means Solar Renewable Energy Certificates
- “Supplier” means a Supplier licensed to supply electricity

B. Project Details

Supplier shall act as the agent for SEPSPA and perform purchasing transactions for SEPSPA on the PJM hourly markets, wholesale fixed rate block markets, and possibly energy from Renewable Energy PPA contracts. The Supplier shall execute the transactions that has been identified to enable SEPSPA to efficiently and cost-effectively access the electric wholesale markets and minimize transaction costs. Supplier shall provide such other necessary services for providing SEPSPA supply to SEPSPA accounts.

SEPSPA requirements to achieve this objective include the following:

1. **Subaccount.** Supplier shall set up a separate dedicated EDI qualified PJM subaccount to hold SEPSPA accounts only. All subaccount costs shall be objectively segregated from other Supplier accounts. The SEPSPA will be responsible for all charges in the SEPSPA subaccount including those from contracted generators. Supplier will also provide SEPSPA and/or SEPSPA's EA with read access to the PJM subaccount.
2. **Account Enrollment.** Supplier shall enroll all SEPSPA Accounts provided by SEPSPA or its representatives into SEPSPA's dedicated subaccount. All costs shall be objectively segregated for SEPSPA Accounts from other Supplier accounts. SEPSPA Accounts can be enrolled and unenrolled as required. New SEPSPA Accounts will be provided for enrollment monthly or as notified by SEPSPA or its representatives.
3. **Bilateral Transactions.**
 - (a) **Wholesale Fixed Rate Blocks** - SEPSPA and the Supplier shall enter into an Electric Supply and Purchase Provider Agreement (See Section II. E). Upon SEPSPA's, or EA's request and direction, Supplier will provide three (3) market offers to sell any standard wholesale product associated with the purchase of electricity. SEPSPA will make best efforts to provide 24 hours prior notice of requested offers but is not required to do so. Supplier agrees to execute purchases based on SEPSPA's, or SEPSPA's representative's request in a timely manner. SEPSPA and the EA shall have direct access to the Supplier's wholesale trading desk to coordinate block purchase transactions. The settlement of each transaction will be provided under typical PJM settlement guidelines for such physical transactions and industry standard settlement guidelines for financial transactions. SEPSPA reserves the right to direct Supplier to transact with any creditworthy counterparty with which Supplier has an established trading relationship and sufficient credit to transact. Although it is not the SEPSPA's intention to buy and sell block purchases on an ongoing basis, SEPSPA reserves the right to direct Supplier to sell any such commitments made via bilateral transactions in the same manner as purchases. Block quotes may be requested and executed for any month or sequence of months for periods up to three years beyond the current year.

(b) **Mandatory RECs and Purchases from SEPSPA-Owned Renewable Projects** In the future SEPSPA may own renewable energy projects that generate AEPS qualifying RECs and SRECs. To equitably apply the credits to SEPSPA as a whole, the Supplier will be requested to purchase these RECs from the SEPSPA member on behalf of SEPSPA's electric supply portfolio to meet the SEPSPA's requirements of the AEPS. The prices are to be approved by SEPSPA based on market rates. The Supplier will enter into an agreement to purchase the RECs no more frequently than semi-annually. The cost of the purchases will be charged back to SEPSPA's portfolio account held with the Supplier. The cost of the RECs will be included within the Budget Billing rates that the Supplier bills to SEPSPA members.

(c) **Voluntary Renewable Energy Certificates** - The Supplier may be requested to provide pricing and purchase of voluntary RECs on SEPSPA's behalf. Voluntary RECs are those purchased above and beyond the RECs purchased to meet the State of Pennsylvania's AEPS requirements. SEPSPA's request for voluntary REC prices/purchases will provide the Supplier with the REC type, geography, quantity, vintage, and retirement period. Following SEPSPA's approval of the purchase, the cost of the purchase will be charged to SEPSPA's portfolio account held with the Supplier. The cost of the RECs will be included within the Budget Billing Rates that the Supplier bills the SEPSPA members.

(d) **Settlement of Energy and RECs Purchased through PPA(s)** – During the contract period, SEPSPA may enter long term PPA(s) with offsite renewable energy projects for portions of its expected energy consumption during the supplier contract term. The PPA(s) may be sourced and contracted through several different avenues including purchases from member renewable energy projects, long-term power purchase agreements (PPA's) sourced by the Supplier, piggyback off of other Government renewable energy solicitations and SEPSPA issued renewable purchase solicitations. Energy produced from renewable energy projects may be delivered into SEPSPA's dedicated PJM subaccount (physical delivery) or through other means such as a shaped block provided by the Supplier that approximates SEPSPA's share of the overall renewable energy project production. Supplier will make payments directly to the PPA seller(s) on behalf of SEPSPA for the energy delivered under the terms of the PPA(s). The cost of the energy purchased under the PPA(s) will be included within the Budget Billing Rates that the Supplier bills the SEPSPA members (section 5 below). Supplier, as directed by SEPSPA, will deliver the REC's generated by the renewable projects under the terms of the PPA(s) to the Supplier's GATS account, to be applied to SEPSPA's account. The cost of the REC's will be included within the Budget Billing Rates that the Supplier bills the SEPSPA members.

4. Load Forecasting and Day Ahead Scheduling. Supplier, EA and SEPSPA will coordinate PJM Day Ahead purchases, The Supplier will allow SEPSPA or its EA to determine the amount of purchases on the DA market not to exceed 100% of SEPSPA's estimated load. This will be accomplished by the EA providing purchase schedules on a weekly basis or

the EA reviewing the supplier provided schedule of weekly DA purchases based on the Supplier load forecast for the enrolled accounts. SEPSPA reserves the right to change the amount of DA purchases on a daily basis. Supplier will submit DA Scheduling as demand bids in the PJM system.

5. Billing.

(a) Supplier will utilize Budget Billing Rates to bill SEPSPA member accounts. All accounts shall be billed at a fixed rate (\$/kWh) subject to true up of costs. SEPSPA may decide on one billing rate for all accounts or billing could be segmented into three bill rate classes:

Primary accounts
Secondary accounts
Lighting (Street Lights)

SEPSPA reserves the right to require additional rate classes if additional SEPSPA accounts require other rates. In addition, SEPSPA reserves the right to change the billing methodology from a single \$/kWh rate per account to both a \$/kWh rate and a \$/KW rate (for capacity and transmission capacity costs) per account. SEPSPA will provide reasonable notice to the Supplier prior to the effective date of the change in billing methodology. Please provided pricing for both kWh per account and kWh plus KW per account billing.

(b) Supplier will bill the rate classes at a cost per kWh based on SEPSPA approved billing rates subject to agreement by the Supplier. Budget Billing Rates may be changed to reflect changing SEPSPA account costs. It is anticipated that rates will be changed once per year. However, SEPSPA reserves the right to change the rates up to three times per year. Budget Billing Rates will be based on the budgeted estimated portfolio costs provided by the EA and reviewed by SEPSPA.

(c) Supplier will prepare and issue a monthly Supplier summary billing by bill rate class for each SEPSPA member. The summary billing will consist of both a summary invoice and a detailed, itemized excel spreadsheet. The detailed excel spread will include the utility account number (or electric choice ID #), SEPSPA member department, service address, bill group, utility rate class, date from and date to meter read period, kWh usage for service period, billing rate (\$/kWh), total supply amount (equal to metered kWh x billing rate), gross receipts tax amount, and total amount (total supply amount plus gross receipts tax amount). The Supplier will issue invoices via email, including detailed excel spreadsheets, to the designated SEPSPA members and EA as directed.

6. Data Access.

(a) Supplier shall provide data access to all PJM charges to SEPSPA and EA as requested

(b) Supplier will provide SEPSPA and/or the EA read access to all PJM eSuite applications. Supplier will also provide individual EDI account data for all EDC's where SEPSPA is enrolled upon SEPSPA's request

7. Annual Transmission Auction: Supplier shall provide historical auction clearing prices and historical selections for SEPSPA Accounts if requested. Annually, Supplier will provide SEPSPA and/or EA write access to eFTR prior to the start of the annual PJM ARR allocation process so that the EA or SEPSPA can make the annual transmission path selections.

(a) Supplier will provide assistance as needed to SEPSPA and the EA in selecting annual transmission paths for the accounts enrolled in the subaccount. SEPSPA or the EA will be responsible for transmission mapping.

8. Wind-down of Supply Services Agreement with Selected Applicant - If an agreement terminates with the selected Applicant and SEPSPA does not enter into a new Supply Services Agreement with the selected Applicant, the following wind-down transactions will be triggered:

(a) Novation or liquidation of open hedge purchases:

(1) If this agreement terminates with the selected Applicant and SEPSPA does not enter into a new Supply Services Agreement with the selected Applicant and if any open hedges remain once physical delivery starts with the Successor selected Applicant, SEPSPA at its option will arrange to either:

- (i) Novate the remaining hedges from the selected Applicant to the Successor selected Applicant; or
- (ii) Direct the selected Applicant to liquidate the remaining hedges and any gains or losses on those hedges will pass to SEPSPA as part of the Working Capital True-Up as described in Section 8 (b) of this solicitation.

(b) Working Capital True-Up - Within 120 days after the last regularly scheduled monthly billing the working capital balances held by the selected Applicant will be trued up. The true up will include all PJM charges and credits to the PJM subaccount pertaining to physical delivery throughout the last billing meter read date through and including the 60-day settlement for the last physical delivery month. Any excess working capital balance will be remitted to SEPSPA members and SEPSPA members will remit to the selected Applicant any deficient working capital balance.

The Applicant's proposed scope of work should address each requirement specifically and describe in detail how the Applicant will achieve the objective, or how the Applicant will enable the Department to achieve the objective.

This *Section II, Scope of Work* states requirements for the project, including the services and the tangible work products to be delivered, and the tasks SEPSPA has identified as necessary to meet those requirements. The SEPSPA reserves the right, however, to modify specific

requirements, based on changed circumstances (such as a change in business or technical environments), the proposal selection process, and contract negotiations with the Applicant (s) selected for negotiations, and to do so with or without issuing a revised RFP. The Applicant must provide in its proposal a detailed proposed scope of work showing how it will meet the project requirements stated in this Section II.

C. Services and Tangible Work Products

See Section II, B above

SEPSPA requires completion and delivery of at least the tangible work products listed below. The proposed scope of work should state in detail how the Applicant will produce each work product, including the personnel/job titles (as identified in Section H, *Organization and Personnel Requirements*), that will be responsible for delivering the work product. For each work product, the Applicant should propose criteria for satisfactory completion and delivery. Applicants may propose additional or revised tangible work products but should explain why each is necessary to achieve the project objectives.

- Monthly Portfolio Supply Reports
- Monthly Invoices
- AEPS REC purchase prices

D. Monitoring; Security

By submission of a proposal in response to this RFP, the Applicant agrees that it will comply and cooperate with all contract and compliance monitoring and evaluation activities undertaken by SEPSPA, and with all security policies and requirements of SEPSPA.

E. Reporting Requirements

Supplier shall be required to submit the following monthly reports to SEPSPA and EA:

- Supplier summary billing as identified and detailed in Section II 5. (a), above
- Monthly Supplier Portfolio Reports due no later than the 10th business day of the following month:
 1. Portfolio statement summarizing all portfolio costs including PJM costs, block settlement costs, cost and quantity (MWhs) for energy delivered from PPA(s) (separately identified by PPA if multiple PPAs exist), REC purchases, Supplier fee, monthly hedge settlement report, cost of carry-on working capital deficiency balances (if applicable) and gross receipts taxes
 2. Daily working capital balance and working capital balance cost of carry report

F. Specific Performance Standards

SEPSPA and Supplier shall enter into an Electricity Supply and Purchase Provider Agreement. SEPSPA expects that the contract resulting from this RFP will include performance and quality standards for the project, including but not limited to the following:

1. Fee for base service.
2. Fixed Flexibility to schedule and purchase day ahead pricing in addition to the default real-time LMP pricing.
3. Ability to fix variable component electric prices for all or part of expected load for any term up to four (4) years beyond the current year at wholesale market-based prices.
4. Pricing components to include all actual charges and credits incurred within the dedicated PJM sub-account as well as other associated costs including:
 - Energy Charge (default real-time LMP and/or day ahead)
 - Ancillary Charges – Pass through
 - Generation Capacity Charges – Pass through
 - Revenues from sale of excess capacity credits – Pass through
 - Network Integrated Transmission Charges (NITs)- Pass through
 - Transmission Enhancement Charges (TEC's) where applicable
 - Reliability Must Run Charges – Pass through
 - ARR/FTR Credits – Pass through
 - Marginal Loss Credits – Pass through
 - Block Purchase settlement charge/credit
 - Energy costs for energy delivered under PPA agreements
 - AEPS Renewable Energy Costs – Pass through
 - Other REC Costs – Includes both RECs purchased from PPA agreements and other voluntary REC purchases (if any) - Pass through Cost of Carry on Working Capital Deficiency Balance (if applicable)– Charge based on the average monthly working capital deficiency balance (if any) which is calculated based on the average of the daily working capital balances for that month. Working capital balance is determined by taking the difference between all of the Supplier cash outflows paid on behalf of SEPSPA's portfolio and cash inflows collected from SEPSPA members through the supply Budget Billings. Cash outflows include payments to PJM, settlements on block purchases, settlements on energy delivered from PPA(s), REC purchases, supplier fee billings and Pennsylvania Gross Receipts Tax payments. Supplier will alert SEPSPA and EA if the Working Capital Deficiency Balance is ever greater than \$500,000.00.
 - Supplier Fee
5. Fixed Price Transactions:
 - Supplier shall provide a minimum of three (3) quotes from qualified counterparties for standard fixed price block transactions at SEPSPA's request.
 - SEPSPA reserves the right to direct Supplier to transact with any counterparty with which Supplier has an established wholesale trading relationship and sufficient credit availability for the benefit of its account.

- SEPSPA reserves the right to direct Supplier to sell any fixed price commitments on a market basis in same manner as purchases.
- Supplier shall maintain sufficient credit or collateral to secure fixed price transactions pursuant to industry standards.
- Supplier shall, or alternatively a parent company/guarantor, shall have and maintain an investment grade credit rating
- Supplier shall accept energy on SEPSPA's behalf from offsite renewable projects in accordance with the PPA contract terms.

SEPSPA reserves the right to reject any item of work that does not meet the Department's minimum standards of performance and quality, or that does not conform to the contract scope of work. SEPSPA shall not be obligated to pay for rejected work.

G. Cost Proposal (To be submitted on the bid table provided in Bonfire)

Applicants **must** provide a Supplier Service Fee proposal in the form of a dollar rate per Mega-Watt hour (\$/MWh) times the gross energy (MWhs) reported by PJM into SEPSPA's subaccount each month (pricing alternative 1 on the bid table). The proposed service fee is to cover all costs the Supplier will incur to provide the scope of services provided in this RFP. Those costs exclude the Supply costs that are billed to members through the budget billing rate (noting that the Supplier Service Fee is also included in the Budget Billing Rate(s)). The Supplier service fee should exclude any costs the Supplier may incur if upon SEPSPA's request, the Supplier sources a renewable energy purchase agreement(s) on SEPSPA's behalf. Those costs are to be included in the negotiated renewable energy purchase price.

Applicants have the **option but are not required** to also provide pricing under alternative 2 on the bid table. Pricing under alternative 2 includes two separate supplier charges:

1. Supplier Service Fee as identified in alternative 1 above;
2. A monthly charge on the average monthly working capital deficiency balance that SEPSPA holds with Supplier.

The average monthly working capital deficiency balance is calculated as the average of the daily working capital balances for that month. The working capital balance each day consists of the prior day's balance minus cash expended by the supplier to provide supply for the SEPSPA accounts enrolled into the subaccount (PJM payments, block settlement charges/credits, AEPS purchases, supplier fees, Gross Receipts Taxes paid) plus the cash receipts for payments made by the SEPSPA members on the supplier monthly supply billings. It is SEPSPA's intent to achieve a positive working capital balance held with the supplier by the end of the first twelve months of energy delivery and carry a positive working capital balance thereafter (cumulative payments on supply billings exceed the portfolio supply costs achieved by setting the budget billing rates higher than the portfolio unit cost). The proposed Index to be utilized must be identified in the technical proposal.

H. Organization and Personnel Requirements

1. Organizational Experience. Each Applicant is required to demonstrate, with narrative and references as required in Section III, that it has satisfactorily performed similar work in the past. Applicants must notify SEPSA and explain claims of any kind which may be pending against such work. Applicants must identify departments and related personnel who would be responsible for:
 - Account enrollment
 - Day Ahead Scheduling
 - Block Purchasing
 - PPA Energy Settlements (if any)
 - REC Purchasing and Settlements
 - eFTR access and information requests supporting annual Transmission Path Selections
 - Billing Rates Changes
 - Billing
 - Monthly Supply Portfolio Reporting
2. Qualified Personnel. Each Applicant is required to demonstrate, with narrative and references as required in Section III, that it currently has personnel that have satisfactorily performed similar work in the past.
3. Financial Requirements. Each Applicant must demonstrate the Financial capacity to manage all elements of the required work. In addition, each Applicant shall submit a copy of the company's (or parent company/guarantor) audited financials for the last (2) two years. Applicants must have investment grades (BBB- or equivalent as a minimum) by Moody's, Standard and Poors and Fitch credit reporting agencies.

The selected Applicant will be required to have, and maintain for the term of the contract, a long-term unsecured debt credit rating equivalent to (a)(1) "Baa3" or higher by Moody's or (2) "BBB-" or higher by S&P, or (b) if rated by both Moody's and S&P, both (a)(1) and (a)(2).

If the selected Applicant does not meet the required credit ratings, then the selected Applicant must provide credit support in the form of a letter of credit or parent guarantee, provided such credit support meets the aforementioned credit rating threshold, or some other guarantee satisfactory to SEPSA, in an amount equal to SEPSA's liabilities (not less than \$2,000,000). Applicants will be required to submit proof of credit rating, or demonstrate ability to obtain credit support, along with their proposal.

4. Active Relationships with Counterparties. Each Applicant shall demonstrate that it has a minimum of ten (10) active wholesale purchase/sale relationships with counterparties.
5. Disclosure of Conflicts. Each Applicant must disclose any work for another entity which

may impair its ability to perform the work for SEPSPA under this RFP.

6. Disclosure of Claims or other Matters. Each Applicant must disclose any outstanding claims or other matters which may impair the Applicant's ability to perform, whether financial or otherwise.

The proposal must identify all personnel who will perform work on the project, by education level, skill set (described in detail), experience level, and job title. Resumes of all personnel so identified should be included in Applicant's proposal.

I. Alternative Solutions (To be submitted as a separate Document in Bonfire (Optional))

If an Applicant offers options and/or alternative solutions that are not requested in this RFP or are not included in its proposed service fee, the Applicant must provide the following information for each:

- A detailed description of the option/alternative solution (including, but not limited to, all features, functionality, and/or services that will be unavailable if the option/alternative is not purchased);
- If not included in the proposed service fee, a full explanation of the rationale for not including;
- Detailed cost information for each option/alternative, in accordance with the cost proposal requirements of the RFP.

J. Available Information

Additional relevant usage information for the development of proposals is provided in Appendices.

III. Proposal Format, Content, and Submission Requirements; Selection Process

A. Proposal Format

Applicants are encouraged to submit concise clear responses to this RFP. Responses of excessive length are discouraged. SEPSPA reserves the right to include all or any part of submitted proposal responses in the final contract.

Proposals submitted in response to this RFP must include a cover letter signed by the person authorized to issue the proposal on behalf of the Applicant, and the following information, in the sections and order indicated:

1. Table of Contents
2. Introduction/Executive Summary
Provide an overview of the services being sought and proposed scope of services.
3. Applicant Profile
Provide a narrative description of the Applicant itself, including the following:

- a. Applicant's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number;
 - b. A primary contact for the Applicant, including name, job title, address, telephone and fax numbers, and email address;
 - c. A description of Applicant's business background, including, if not an individual, Applicant's business organization (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in Pennsylvania, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman-, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other information about Applicant's business organization that Applicant deems pertinent to this RFP.
4. Project Understanding
Provide a brief narrative statement that confirms Applicant's understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the project that is the subject of this RFP. Applicant shall describe how the Applicant's business experience will benefit the project.
 5. Proposed Scope of Work
Provide a proposed scope of work, including a cost proposal and project timetable (schedule), in accordance with Section II, "Scope of Work," of this RFP.
 6. Statement of Qualifications; Relevant Experience
Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. If any minimum qualifications for performance are stated in this RFP, Applicant must include a statement confirming that Applicant meets such minimum requirements.
 7. References
Provide at least three references, preferably for projects that are similar in type, scope, size and/or value to the work sought by this RFP. If applicable, Applicant should provide references for projects with other municipalities that are similar in size or larger to SEPSPA. For each reference, include the name, address, email address and telephone number of a contact person.
 8. Proposed Subcontractors
State the intention to use subcontractors to perform any portion of the work sought by this RFP. For each such subcontractor, provide the name and address of the subcontractor, a description of the work Applicant intends the named subcontractor to provide, and whether the subcontractor qualifies for minority, woman, or disabled-owned businesses or disadvantaged businesses. Note that if subcontractors at any tier may perform services arising directly out of a SEPSPA contract resulting from this RFP,

Applicants must conform to all federal, state, and local minimum wage and benefits requirements.

9. Requested Exceptions to Contract Terms

State exceptions, if any, SEPSA Contract Terms that Applicant requests, including the reasons for the request and any proposed alternative language. (See Section III.B for more information.)

10. Tax and Regulatory Status and Clearance Statement

Include a statement attesting to Applicant's tax and regulatory compliance with SEPSA.

11. Disclosure of Litigation; Disclosure of Administrative Proceedings

State, for the 5-year period preceding the date of this RFP, a description of any judicial or administrative proceeding that is material to Applicant's business or financial capability or to the subject matter of this RFP, or that could interfere with Applicant's performance of the work requested by this RFP, including, but not limited to, any civil, criminal or bankruptcy litigation; any debarment or suspension proceeding; any criminal conviction or indictment; and any order or agreement with or issued by a court or local, state or federal agency. For each such proceeding, state the name of the case or proceeding, the parties involved, the nature of the claims involved, its current status and the final disposition, if any. Provide the same information for any officer, director, principal, or partner of Applicant's organization, and for any subcontractor Applicant plans to use to perform the services described in this RFP.

12. Statement of Financial Capacity

Provide documentation demonstrating fiscal solvency and financial capability to perform the work sought by this RFP. Consider providing one or more of the following:

- General statement of the Applicant's financial condition;
- Applicant's most recent audited or unaudited financial statements;
- Disclosure of any bankruptcy filings over the past five years;
- Most recent IRS Form 990 (for non-profit organizations only);
- Proof of credit rating or demonstrated ability to obtain credit support.

13. Local Business Entity or Local Impact Certification. (Optional if applicable to Applicant)

14. Defaults

Provide a description, in detail, of any situation occurring within the past five (5) years in which the Applicant, or a joint venture or partnership of which Applicant was a part, defaulted or was deemed to be in noncompliance of any contractual obligations, explaining the issues involved in the default, the outcome, the actions taken by Applicant to resolve the matter. Also provide the name, title and telephone number of the party to the contract who asserted the event of default or noncompliance or the individual who managed the contract for that party.

B. Notice to Applicants to State Requested Exceptions to Contract Terms in Proposal

SEPSPA's standard contract terms and conditions for services of the type sought by this contracting opportunity (Contract Terms) are set forth in the Standard Terms and Conditions for Services attached to this RFP as Exhibit A. By submitting a proposal in response to this contract opportunity, the Applicant agrees that, except as provided herein, it will enter into a contract SEPSPA containing substantially the Contract Terms.

Applicants must state clearly and conspicuously any modifications, waivers, objections or exceptions they seek ("Requested Exceptions") to the Contract Terms in a separate section of the proposal entitled "Requested Exceptions to Contract Terms." For each Requested Exception, the Applicant must identify the pertinent Contract Term and state the reasons for the request. The Applicant must also propose alternative language or terms for each Requested Exception. Requested Exceptions to SEPSPA's Contract Terms will be approved only when SEPSPA determines in its sole discretion that a Requested Exception makes business sense, does not pose unacceptable risk to SEPSPA, and is in the best interest of SEPSPA. By submitting its proposal, the Applicant agrees to accept all Contract Terms to which it does not expressly seek a Requested Exception in its proposal. SEPSPA reserves the right, in its sole discretion, to evaluate and reject proposals based in part on whether the Applicant's proposal contains Requested Exceptions to Contract Terms, and the number and type of such requests and alternative terms proposed.

If, after SEPSPA issues its Notice of Intent to Contract to an Applicant, the Applicant seeks Requested Exceptions to Contract Terms that were not stated in its proposal, SEPSPA may, in its sole discretion, deny the Requested Exceptions without consideration or reject the proposal.

SEPSPA reserves the right, in its sole discretion, (i) to waive any failure to comply with the terms of this Notice to Applicants if it determines it is in the best interest of SEPSPA to do so; and (ii) to require or negotiate terms and conditions different from and/or additional to the Contract Terms in any final contract resulting from this contract opportunity, without notice to other Applicants and without affording other Applicants any opportunity to revise their proposals based on such different or additional terms.

C. Selection Process

This Best Value RFP is not solely a competitive bid. Cost to SEPSPA is a material factor, but it is not the sole, or necessarily the determining factor, in proposal evaluation. SEPSPA may, at its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible Applicant submitting the lowest price. If SEPSPA chooses to award a contract, that contract will be awarded to the Applicant whose proposal SEPSPA determines, in its sole discretion, is the most advantageous to SEPSPA and in SEPSPA's best interest.

SEPSPA will base its selection on criteria that include, but are not limited to:

1. Superior ability or capacity to meet requirements of contract and needs of SEPSPA and those it serves
 - Technical, administrative, financial capacity
 - Staffing model
 - Vendor capacity
2. Eligibility under Code provisions relating to campaign contributions
3. Superior prior experience of Applicant and staff
 - Specialized experience (must be specified)
 - Documented prior experience in performing project(s) of similar size and scope to the work sought by the RFP
4. Superior quality, efficiency and fitness of proposed solution for SEPSPA
5. Superior skill and reputation, including timeliness and demonstrable results
 - Vendor profile
 - Business integrity and reputation in the industry
6. Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served
7. Benefit of promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority or disabled persons or by women
8. Lower cost
 - Cost-effectiveness, proposed savings
 - Price, fee caps and other cost control measures
 - Expressed willingness to comply with SEPSPA and/or department standard contract terms (e.g., indemnification, insurance, nondiscrimination)
9. Administrative and operational efficiency, requiring less SEPSPA oversight and administration
10. Anticipated long-term cost effectiveness
11. Meets prequalification requirements

Value of criteria to be used is below:

Technical Criteria	Weight
Experience as supplier servicing customers who utilize a managed portfolio with dedicated PJM subaccount procurement program: This criterion will evaluate the proposer's experience to act as the agent for SEPSPA and perform all transactions for SEPSPA including account enrollments, scheduling on the PJM hourly markets, wholesale fixed rate block markets, AEPS REC compliance purchasing.	25
Organizational experience: Staff experience managing large electricity users with multiple accounts	15
Invoicing capabilities: SEPSPA will require a summary invoice and a detailed, itemized excel spreadsheet listing account charges.	10
Reporting capabilities: SEPSPA will require a monthly portfolio cost summary to include all PJM costs, block settlements, supplier	10

fee, State assessed fees, AEPS and other REC costs, Gross Receipts Tax and a SEPSPA portfolio working capital balance report showing beginning working capital balance, daily cash receipts and disbursements and ending working capital balance.	
Renewable energy transaction experience: SEPSPA either independently or working with the supplier may sleeve renewable energy purchases thru the supplier including related project RECs. This may include physical delivery of energy directly to SEPSPA’s subaccount. Experience customizing renewable energy purchases that align with SEPSPA’s objectives a plus.	15
Cost	25

IV. Proposal Administration

A. Procurement Schedule

RFP Posted	See Event Section in Bonfire
Pre-Proposal Meeting	See Event Section in Bonfire
Applicant Questions Due	See Event Section in Bonfire
Answers Posted on Bonfire Portal	See Public Notices in Bonfire
Proposals Due	See Event Section in Bonfire
Applicant Interviews, Presentations	To be determined post evaluation
Applicant Selection	To be determined post evaluation
Contract Execution	To be determined post evaluation
Commencement of Work	To be determined post evaluation

All dates and times are posted on the Bonfire Website for this solicitation. SEPSA reserves the right, in its sole discretion to change the posted schedule. The other dates/times listed may be changed without notice to prospective Applicants. All changes to the schedule will be posted on the Bonfire web portal and a Public Notice will be issued.

B. Questions Relating to the RFP

All questions concerning this RFP must be submitted via the Vendor Discussion Section for this Solicitation in Bonfire. SEPSPA will respond to questions it considers appropriate to the RFP and of interest to all Applicants, but reserves the right, in its discretion, not to respond to any question. Responses will be posted on the Bonfire web Portal as a Public Notice. Posted responses become part of the RFP upon posting. SEPSPA reserves the right, in its discretion, to revise responses to questions after posting, by posting the modified response. No oral response to any Applicant question by any SEPSPA employee or agent shall be binding on SEPSPA or in any way considered to be a commitment by the SEPSPA.

C. Pre-Proposal Conference, Site Visits, Inspection of Materials

A pre-proposal meeting to review the requirements of this RFP will be held virtually via a Teams link posted in Bonfire. Attendance at the pre-proposal meeting is optional but strongly encouraged.

D. Interviews; Presentations

SEPSPA, at its sole discretion, may require Applicants to attend an interview or make a presentation of their proposals. If SEPSPA requires any interviews or presentations, the Applicant will bear these costs, including travel.

E. Term of Contract

It is anticipated that the initial term of the Contract shall commence upon a fully executed Contract Document for an Initial Term of 24 months unless sooner terminated by SEPSPA pursuant to the terms of the Contract. SEPSPA may, at its sole option, amend the Contract to add up to three (3) additional successive one-year terms ("Additional Terms"). Except as may be stated otherwise in such amendment, the terms and conditions of this Contract shall apply throughout each Additional Term. The maximum Contract shall not exceed a total of five (5) years.

V. General Rules Governing RFPs/Proposals; Reservation of Rights and Confidentiality

A. Revisions to RFP

SEPSPA reserves the right to change, modify or revise the RFP at any time. Any revision to this RFP will be posted on the Bonfire web Portal. It is the Applicant's responsibility to check the Bonfire website frequently to determine whether additional information has been released or requested. A Public Notice will be issued at a minimum to anyone who has downloaded documents.

B. SEPSPA Employee Conflict Provision

SEPSPA employees and officials are prohibited from submitting a proposal in response to this RFP. No proposal will be considered in which a SEPSPA employee or official has a direct or indirect interest.

C. Proposal Binding

By submitting its proposal, each Applicant agrees that it will be bound by the terms of its proposal for a minimum of 180 calendar days from the application deadline for this RFP. An Applicant's refusal to enter into a contract which reflects the terms and conditions of this RFP or the Applicant's proposal may, in SEPSPA's sole discretion, result in rejection of Applicant's proposal.

D. Reservation of Rights

By submitting its response to this notice of contract opportunity as posted on the Bonfire web site, the Applicant accepts and agrees to this Reservation of Rights and to the terms of this Notice of Contract Opportunity. The term "notice of contract opportunity," as used herein, means this RFP and includes all information posted on Bonfire in relation to this "New Contract Opportunity" as published on Bonfire, including, without limitation, the information posted for this opportunity on the Bonfire web Portal.

1. This Notice of Contract Opportunity

SEPSPA reserves and may, in its sole discretion, exercise any one or more of the following rights and options with respect to this notice of contract opportunity:

- (a) to reject any and all proposals and to reissue this notice of contract opportunity at any time prior to execution of a final contract;
- (b) to issue a new notice of contract opportunity with terms and conditions substantially different from those set forth in this or a previous notice of contract opportunity;
- (c) to issue a new notice of contract opportunity with terms and conditions that are the same or similar as those set forth in this or a previous notice of contract opportunity in order to obtain additional proposals or for any other reason SEPSPA determines to be in SEPSPA's best interest;
- (d) to extend this notice of contract opportunity in order to allow for time to obtain additional proposals prior to the notice of contract opportunity application deadline or for any other reason SEPSPA determines to be in the SEPSPA's best interest;
- (e) to supplement, amend, substitute or otherwise modify this notice of contract opportunity at any time prior to issuing a notice of intent to contract to one or more Applicants;
- (f) to cancel this notice of contract opportunity at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued, with or without issuing, in SEPSPA's sole discretion, a new notice of contract opportunity for the same or similar services;
- (g) to do any of the foregoing without notice to Applicants or others, except such notice as SEPSPA, in its sole discretion, elects to post on Bonfire.

2. Proposal Selection and Contract Negotiation

SEPSPA reserves and may, in its sole discretion, exercise any one or more of the following rights and options with respect to proposal selection:

- (a) to reject any proposal if SEPSPA, in its sole discretion, determines the proposal is incomplete, deviates from or is not responsive to the requirements of this notice of

contract opportunity, does not comply with applicable, is conditioned in any way, or contains ambiguities, alterations or items of work not called for by this notice of contract opportunity, or if SEPSPA determines it is otherwise in the best interest of SEPSPA to reject the proposal;

- (b) to reject any proposal if, in the SEPSPA's sole judgment, the Applicant has been delinquent or unfaithful in the performance of any contract with SEPSPA or with others; is delinquent, and has not made arrangements satisfactory to SEPSPA, with respect to the payment SEPSPA taxes, or other indebtedness owed to the SEPSPA; is not in compliance with SEPSPA regulatory codes applicable to Applicant; is financially or technically incapable; or is otherwise not a responsible Applicant;
- (c) to waive any defect or deficiency in any proposal, including, without limitation, those identified in subsections (a) and (b) preceding, if, in SEPSPA's sole judgment, the defect or deficiency is not material to the proposal;
- (d) to require, permit or reject, in SEPSPA's sole discretion, amendments (including, without limitation, information omitted), modifications, clarifying information, and/or corrections to their proposals by some or all of the Applicants at any time following proposal submission and before the execution of a final contract;
- (e) to issue a notice of intent to contract and/or execute a contract for any or all of the items in any proposal, in whole or in part, as SEPSPA, in its sole discretion, determines to be in the SEPSPA's best interest;
- (f) to enter into negotiations with any one or more Applicants regarding price, scope of services, or any other term of their proposals, and such other contractual terms as SEPSPA may require, at any time prior to execution of a final contract, whether or not a notice of intent to contract has been issued to any Applicant and without reissuing this notice of contract opportunity;
- (g) to enter into simultaneous, competitive negotiations with multiple Applicants or to negotiate with individual Applicants, either together or in sequence, and to permit or require, as a result of negotiations, the expansion or reduction of the scope of services or changes in any other terms of the submitted proposals, without informing other Applicants of the changes or affording them the opportunity to revise their proposals in light thereof, unless SEPSPA, in its sole discretion, determines that doing so is in SEPSPA's best interest;
- (h) to discontinue negotiations with any Applicant at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued to the Applicant, and to enter into negotiations with any other Applicant, if SEPSPA, in its sole discretion, determines it is in the best interest of SEPSPA to do so;
- (i) to rescind, at any time prior to the execution of a final contract, any notice of intent to contract issued to an Applicant, and to issue or not issue a notice of intent to contract to the same or a different Applicant and enter into negotiations with that Applicant, if SEPSPA, in its sole discretion, determines it is in the best interest of SEPSPA to do so;
- (j) to elect not to enter into any contract with any Applicant, whether or not a notice of Intent to Contract has been issued and with or without the reissuing this notice of contract opportunity, if SEPSPA determines that it is in SEPSPA's best interest to do so;

- (k) to require any one or more Applicants to make one or more presentations to the SEPSPA at SEPSPA's offices or other location as determined by SEPSPA, at the Applicant's sole cost and expense, addressing the Applicant's proposal and its ability to achieve the objectives of this notice of contract opportunity;
- (l) to conduct on-site investigations of the facilities of any one or more Applicants (or the facilities where the Applicant performs its services);
- (m) to inspect and otherwise investigate projects performed by the Applicant, whether or not referenced in the proposal, with or without consent of or notice to the Applicant;
- (n) to conduct such investigations with respect to the financial, technical, and other qualifications of each Applicant as SEPSPA, in its sole discretion, deems necessary or appropriate; and,
- (o) to do any of the foregoing without notice to Applicants or others, except such notice as the SEPSPA, in its sole discretion, elects to post on Bonfire.

3. Miscellaneous

- (a) Interpretation; Order of Precedence. In the event of conflict, inconsistency or variance between the terms of this Reservation of Rights and any term, condition or provision contained in any notice of contract opportunity, the terms of this Reservation of Rights shall govern.
- (b) Headings. The headings used in this Reservation of Rights do not in any way define, limit, describe or amplify the provisions of this Reservation of Rights or the scope or intent of the provisions, and are not part of this Reservation of Rights.

E. Confidentiality and Public Disclosure

The successful Applicant shall treat all information obtained from SEPSPA which is not generally available to the public as confidential and/or proprietary to SEPSPA. The successful Applicant shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful Applicant agrees to indemnify and hold harmless SEPSPA, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential and/or proprietary information by the successful Applicant or any person acquiring such information, directly or indirectly, from the successful Applicant.

By submission of a proposal, Applicants acknowledge and agree that SEPSPA, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, SEPSPA's legal obligations shall not be limited or expanded in any way by an Applicant's assertion of confidentiality and/or proprietary data.

**Montgomery County RFP 23-77
Electricity Supply and Service
Montgomery County on behalf of the Sustainable Energy Partnership of
Southeast Pennsylvania**



**SUSTAINABLE
ENERGY PARTNERSHIP
OF SOUTHEAST PA**



January 4, 2024

8614 Westwood Center Dr.
Suite 1200
Vienna, VA 22182

703.333.3900
WGLEnergy.com



Montgomery County
on behalf of the Sustainable Energy Partnership of Southeast Pennsylvania

Re: Montgomery County RFP 23-77 Electricity Supply and Service Montgomery County on behalf of the Sustainable Energy Partnership of Southeast Pennsylvania

Dear Members,

WGL Energy Services, Inc. (WGL Energy) is excited about the renewal opportunity and possibility of entering into a Subaccount and Renewal Provider Agreement for the electricity supply services to the Sustainable Energy Partnership of Southeast Pennsylvania (SEPSPA), consisting of four counties, Bucks, Chester, Delaware, and Montgomery Counties (collectively “Counties”). We are confident that our products, services, and attention to the highest quality of customer service will be a fit to meet or exceed your energy requirements and goals.

Throughout the relationship with WGL Energy, you will continue to have a dedicated team to service your account. I will be the main point of contact for contractual negotiations, administration, and arranging oral presentations. I will utilize resources across our entire team, both internally and externally, to serve the Counties.

Working with WGL Energy you can expect:

A Trusted Partner

- 🔗 We are a reliable retail energy supplier with extensive experience in the PJM region for over 25 years.
- 🔗 We are the winner of the 2013 DC Mayor’s Sustainability Award and 2011, 2014, and 2017 U.S. Department of Energy’s Green Power Supplier of the Year Award.
- 🔗 We are the supplier of the School District of Philadelphia, SEPTA, and more than 117 school districts across the State of Pennsylvania.
- 🔗 We continue to operate our sales office in Center City at 1835 Market Street.
- 🔗 We pride ourselves on being the “Energy Answers” company that is local, trusted, and reliable.





Revant Experience

- ⦿ We have served electricity to the City of Philadelphia since 2019.
- ⦿ We are currently supplying electricity to the Bucks, Chester, Delaware, and Montgomery Counties.
- ⦿ We serve other public-sector accounts, such as the D.C. Government, the State of Maryland, and the Commonwealth of Pennsylvania Department of General Services.

Should you have any questions regarding our response please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Olga Curnen", with a large, sweeping flourish at the end.

Olga Curnen – C.E.P.
Senior Business Development Manager
(301) 693-2383
Olga.Curnen@wglenergy.com



TABLE OF CONTENTS

Cover Letter	1
Table of Contents	4
Introduction / Executive Summary	6
WGL Energy Services Introduction / Executive Summary	6
Company Profile	8
WGL Energy Services Information	8
Primary Contact	9
WGL Energy Services, Inc	9
Year Established & Former Names.....	10
Incorporated Information	10
Legal Structure	11
Corporate Organizational Chart	12
Nature of Business of Each Entity	13
Office Location	14
Business Background.....	14
Staffing, Organizational Structure, and Key Staff Resume Summaries	17
Key Personnel	17
Organizational Chart	19
Resumes	20
Project Understanding.....	26
Narrative Statement.....	26
Proposed Scope of Work.....	27
Scope of Work.....	27
Services and Tangible Work Products	31
Statement of Qualifications; Relevant Experience	33
WGL Energy Services Qualifications.....	33
Sample of Customers and Capacity Used	34
Renewable Energy Certificates (RECs).....	35



Carbon Offsets	35
References	36
Department of General Services	36
Montgomery County Public Schools	37
Baltimore Regional Cooperative Purchasing Committee (BRCPC).....	38
City of Philadelphia	39
Additional Experience.....	40
Proposed Subcontractors	41
Subcontractors.....	41
Requested Exceptions to Contract Terms	42
Exceptions to Section III.B	42
Tax and Regulatory Status and Clearance Statement	43
Addendum 1.....	43
Disclosure of Litigation; Disclosure of Administrative Proceedings	44
Disclosure of Litigation and Administrative Proceedings Statement	44
Statement of Financial Capacity	45
Statement.....	45
Bankruptcy Filings	45
Audited Financial Statements	45
IRS Form 990.....	45
Credit Rating	46
Local Business Entity or Local Impact Certification.....	47
Appendix D	47
Disclosure Requirements	48
Disclosure Statement.....	48
Defaults	49
Default Statement.....	49
Additional Information.....	50
Generic Insurance.....	50

Introduction / Executive Summary

WGL Energy Services Introduction / Executive Summary



WGL Energy is a more than 25-year competitive energy provider in the Mid-Atlantic region, supplying electricity, natural gas, and renewable options (to balance or lower carbon emissions) to the public sector, commercial, industrial, and residential energy consumers across Pennsylvania, Virginia, Washington, D.C., Maryland, Ohio, and Delaware. As one of the most established and experienced deregulated electric suppliers in the territories it serves, WGL Energy has over 180,000 customers.

WGL Energy has been providing retail electricity to customers since 1996, dating back to the inception of energy competition at the state level. It is one of the largest deregulated electric suppliers in the Mid-Atlantic region, serving approximately 80,000 customers with a total annual consumption of 14 M MWhrs. Since 2009, WGL Energy has serviced many large public-sector entities under a PJM sub-account structure. The company is well-positioned to leverage its knowledge and results-oriented success and apply it to the requirements detailed in the RFP. The customers served via PJM sub-accounts include state and local agencies, school systems, and universities, with an estimated annual usage of 4.0 M MWhrs.

As part of our proposal, WGL Energy will continue to address the SEPSPA Counties budgetary concerns and will coordinate with the Energy Advisor to recommend appropriate hedging strategies. These strategies will take advantage of market opportunities while minimizing exposure to unfavorable price movements. WGL Energy traders will be available to field block quote requests from the SEPSPA Counties or an appointed representative. They will also coordinate congestion hedging for PECO zonal block or PJM West Hub block purchases. On the specified date and time, block quotes will be obtained from three to six wholesale counterparties, and the three lowest cost offers will be presented to the

WGL Energy has dedicated staff members whose primary responsibilities include monitoring subaccount customer charges. This not only contributes to reporting accuracy but also allows WGL Energy to offer subaccount customers cost transparency. Both elements are important components in helping the SEPSPA members achieve their goal of budget certainty.



SEPSPA Counties. If the SEPSPA Counties wish to execute the block quote request, WGL Energy will transact with the lowest cost counterparty. The winning counterparty's name will be disclosed to the SEPSPA Counties upon request. To date, WGL Energy has successfully executed nice wholesale block transactions since the start of the current contract.

All PJM costs, including but not limited to Locational Reliability charges/credit (capacity), NITS (transmission costs), congestion costs, transmission enhancement, ancillary services, Auction Revenue Rights (ARR), marginal losses, Demand Response, PJM Reconciliation, and energy settlement, (i.e., usage above or below the purchased blocks), Public Utility Commission fees will be passed through to the SEPSPA Counties.

Among other services, WGL Energy is ready to provide periodic Alternative Energy Portfolio Standards (AEPS) purchases and assist with the monetization of SEPSPA Counties' owned Renewable Energy Credits (REC). WGL Energy is a certified Green-e supplier and can support SEPSPA Counties' voluntary REC transactions.



During the current contract, the WGL Energy Team worked with the Energy Advisor to purchase RECs for the SEPSPA Counties' AEPS needs on a regular schedule throughout the year. WGL Energy has also purchased RECs from renewable energy projects owned by the SEPSPA Counties. Those purchases are used to meet the SEPSPA Counties' AEPS obligation, and costs for those RECs are included in the Budget Billing rates.



In addition, if requested, regular wholesale price updates for PJM West Hub and the PECO Zone, along with SEPSPA Counties load forecast reports to support the approved block purchase strategy, will be prepared. WGL Energy also has extensive experience developing strategies designed to maximize ARR credits and minimize ancillary service costs.



Finally, detailed invoices, summary reports of all monthly billing data components, aging reports, access to senior WGL Energy personnel, and other ad-hoc reports, as requested, will be provided to the SEPSPA Counties.

WGL Energy has dedicated staff members whose primary responsibilities are to monitor subaccount customer charges. This not only contributes to ongoing reporting accuracy but also allows WGL Energy to offer subaccount customers cost transparency, both important components in helping the SEPSPA Counties achieve their goal of budget certainty.



Company Profile

WGL Energy Services Information

Business Information

Business Name	WGL Energy Services
Local Philadelphia Office Address	1835 Market Street Suite 2705 Philadelphia, PA 19103
Telephone Number	(267) 764-2173
Website Address	www.wglenergy.com
Federal Taxpayer Identification Number	52-1542887
DUNS Number	962034856
Business Organization Type	Corporation
Philadelphia Business Income and Receipts Tax Account Number	1558550
Commercial Activity License Number	669793

Primary Contact

WGL Energy Services, Inc



OLGA CURNEN, C.E.P *Senior Business Development Manager*

Business Address	1835 Market Street Suite 2705 Philadelphia, PA 19103
Telephone Number	(301)-693-2383
Fax Number	(703) 287-9403
Email Address	Olga.Curnen@wglenergy.com

ROLE AND RESPONSIBILITIES

Mrs. Curnen has many years of expertise and deep knowledge in administrating and serving competitive energy supply programs. She supports accounts for electricity, natural gas, and renewable sales, including negotiating pricing and other terms with clients across several Pennsylvania markets.

EDUCATIONAL BACKGROUND

- Master of Science, Economics and Enterprise Management
- Minor in Engineering – Graduated Cum Laude

BUSINESS LOCATION

- Philadelphia, PA

NUMBER OF YEARS OF RELEVANT EXPERIENCE

- 13 Years

INDUSTRY EXPERTISE

- State / Local Government Procurement
- Electricity Account Management
- Natural Gas Account Management
- Market & Tariff evaluation
- PJM, FERC and ISO expertise

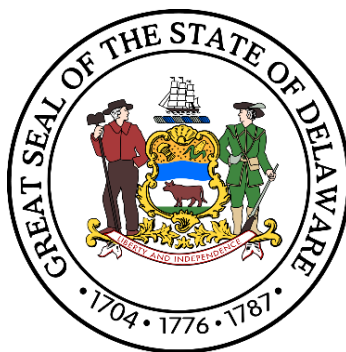
Year Established & Former Names

Washington Gas Energy Services, Inc. was established in 1996; in 2015 the company changed its name to WGL Energy Services, Inc. (WGL Energy) WGL Energy, is a retail energy supplier that delivers many energy offerings including natural gas, electricity, renewable energy options, carbon reduction.



Year	Name
1996	Washington Gas Energy Services, Inc.
2015	WGL Energy Services, Inc.

Incorporated Information



Country	United States of America
State	Delaware
DUNS	962034856
Tax EID	52-1542887

Legal Structure

In 2018, AltaGas Ltd [TSX:ALA], a leading North American infrastructure company based in Calgary, Alberta, Canada, acquired the WGL family of companies. This family of companies, at that time, included Washington Gas, WGL Energy, WGL Midstream, and Hampshire Gas. Today, Washington Gas, WGL Energy, and Hampshire Gas are indirect, wholly-owned subsidiaries of AltaGas.

Together, these companies provide a diverse set of energy services, choices, and offerings. WGL Energy’s main operations are based in Vienna, Virginia, just outside the DC area, and the company maintains other regional offices, including in Philadelphia, PA, Baltimore, MD, Pittsburgh, PA, and Medina, OH.

With activities and assets in the U.S., our companies collectively offer options for natural gas, electricity, and renewable power across the United States. Our mission as a company is to make energy surprisingly easy for our employees, our community, and all our customers.

**OVER 174 YEARS
OF HISTORY**

**UNRIVALED
EXPERIENCE**

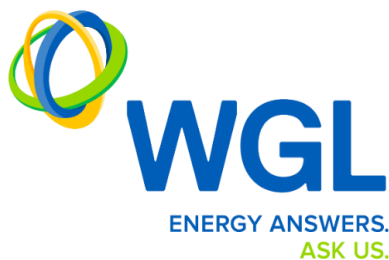
**DIVERSE SET OF
OFFERING**



Hampshire Gas is a natural gas storage business which owns and operates facilities in and around Hampshire County, West Virginia.



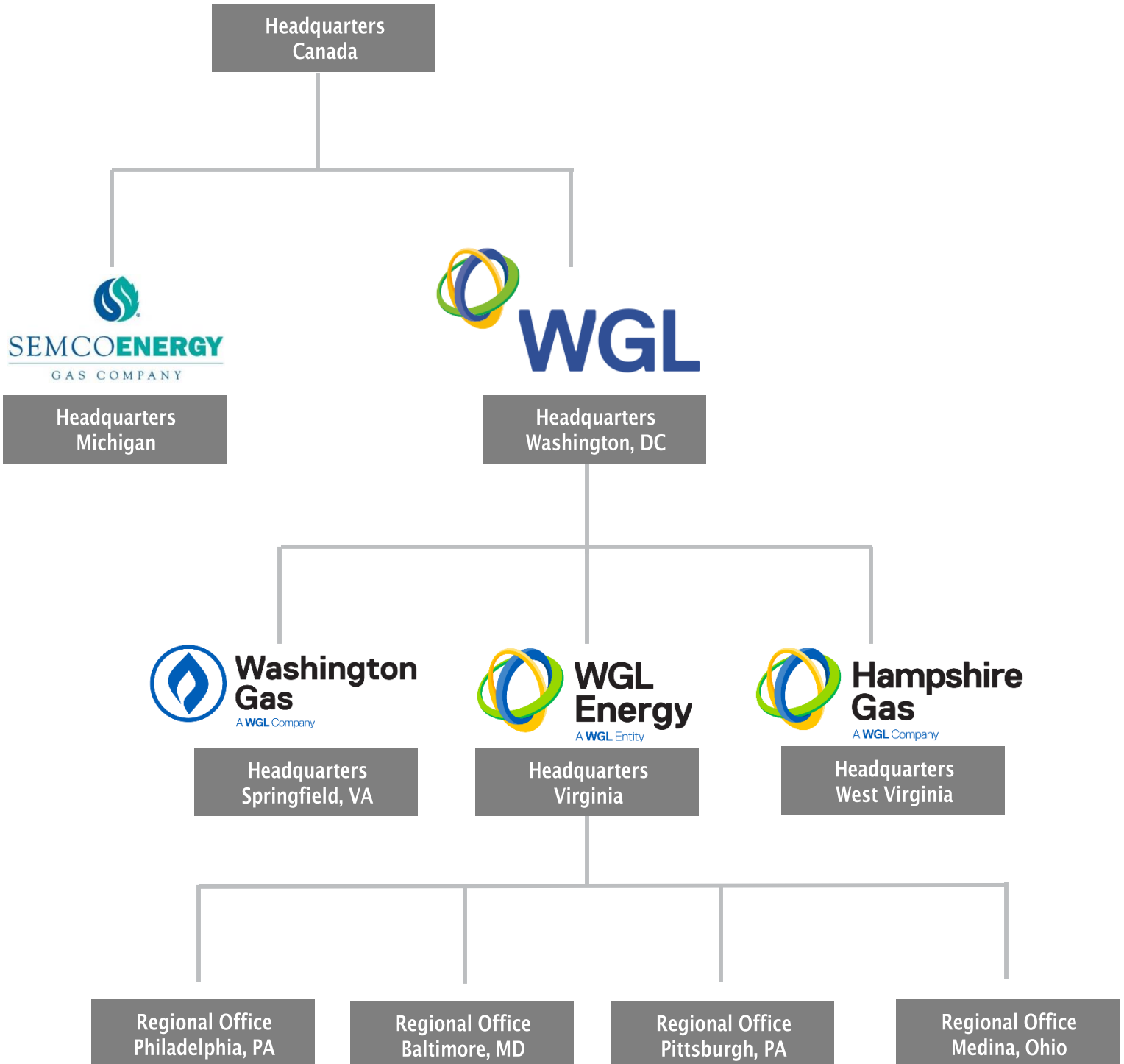
WGL Energy is a leader in efficient and environmentally friendly energy technology solutions that provide electricity, natural gas, renewable energy, and green products to public and private sector customers across the United States.



Washington Gas Light Company is a regulated natural gas utility serving approximately 1.1 million customers in the metropolitan Washington, D.C. area.

Corporate Organizational Chart

AltaGas





Nature of Business of Each Entity

AltaGas

AltaGas owns and operates utility assets that store and deliver natural gas to more than 1.6 million customers with a rate base of approximately \$4.4 billion through ownership of regulated natural gas distribution utilities across five jurisdictions in the United States, delivering clean and affordable natural gas to homes and businesses. The latest earnings release is here: [AltaGas Earnings Release](#)



Headquartered in Port Huron, Michigan, SEMCO is a regulated public utility that delivers natural gas to approximately 300,000 residential, commercial, and industrial customers in service territories in Michigan, covering portions of the southern half of the state's Lower and in the central, eastern, and western parts of the state's Upper Peninsula.



The WGL family of companies—Washington Gas, WGL Energy and Hampshire Gas—are now indirect, wholly-owned subsidiaries of AltaGas Ltd [TSX:ALA]. WGL is headquartered in Washington, D.C. With activities and assets in the U.S., WGL provides options for natural gas, electricity, renewable power and energy services including generation, storage, transportation, distribution, supply and efficiency. Whether you are a homeowner or renter, small business or multinational corporation, state and local or federal agency, WGL is here to provide Energy Answers.



Washington Gas Light Company is a regulated natural gas utility serving more than 1.2 million customers in the metropolitan Washington, D.C. area.



WGL Energy is a 25-year Mid-Atlantic retail energy supplier of natural gas, electricity, and renewable energy, currently serving public sector, commercial, industrial, and residential energy consumers of all sizes, across Pennsylvania, Virginia, Washington, D.C., Maryland, Ohio, and Delaware.



Hampshire Gas is a natural gas storage business which owns and operates facilities in and around Hampshire County, West Virginia.

Office Location



Business Information

Account Manager Name	Olga Curnen
Business Address	1835 Market Street Suite 2705 Philadelphia, PA 19103
Telephone Number	(267) 764-2176

On September 1, 2018, WGL Energy opened its Philadelphia regional sales office located at 1835 Market Street, Suite 2705, Philadelphia, PA 19103.

Business Background

Established in 1996, WGL Energy is one of the largest and longest-serving energy suppliers in the Mid-Atlantic, offering retail electricity, natural gas, renewable energy credits (RECs), wind power and carbon offsets to commercial, government and residential customers in the deregulated energy markets of Delaware, Maryland, Pennsylvania, Virginia, Washington, D.C., and Ohio.

WGL Energy obtained necessary transmission agreements in 2000 to serve retail electric customers accounts in the District of Columbia and Maryland; in 2002 in Delaware; in 2003 in Pennsylvania; and in 2019, to serve accounts in Ohio.

FERC Information

FERC Docket No.	ER96-2830
Date of Application	8/27/1996
Accession Number	19961025-0401
Date of Approval	10/18/1996

WGL Energy Electricity License Numbers

Delaware	DE PSC License No. 6042
District of Columbia	DC PSC License No. EA-00-6
Maryland	MD PSC License No. IR-227
Ohio	OH PUC Certificate No. 19-1351E (1)
Pennsylvania	PA PUC License No. A-110158
Virginia	VA SSC License No. E-6A

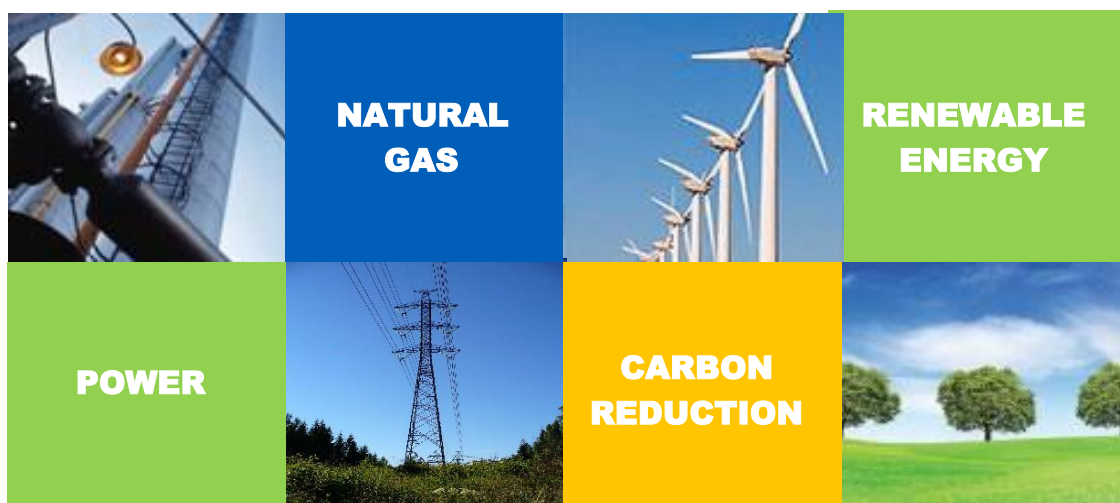


Committed to helping customers make smart energy decisions that drive price certainty, protect the environment, and meet or exceed energy goals and targets, the company combines years of professional market expertise with answer-oriented services and data-driven tools and technologies. These tools synthesize and simplify complex energy markets, giving our customers the ability to make informed decisions.

WGL Energy's focus on energy answers promotes and encourages innovation and rapid improvements in the way the company supplies energy, providing customers with the right energy solutions. In this spirit, WGL Energy is a pioneer in bringing innovative products to the marketplace.

- 🌱 In areas served by WGL Energy, the company is the most tenured and experienced supplier of renewable energy and green product options, being one of the first to offer wind power with electricity in 2003.
- 🌱 In 2010, WGL Energy became the first natural gas supplier to give customers the unique opportunity to match carbon offsets with their natural gas usage.

WGL Energy was named Green Power Supplier of the Year by the Department of Energy and the EPA in 2011 and 2014, and in 2017 the company was given the Award for Market Innovation. Additionally, WGL Energy was the recipient of the 2013 D.C. Mayor's Sustainability Award. WGL Energy ranked highest in residential customer satisfaction among Maryland competitive electricity suppliers, according to the J.D. Power 2014 Retail Electric Provider Residential Customer Satisfaction Study. In 2018, WGL Energy served as the exclusive campaign 'matching partner' of Children's National Hospital Light Up Dr. Bear campaign which raised over \$17.4 M.



WGL ENERGY IS...

RELIABLE & EXPERIENCED

We are one of the largest and longest-serving green energy suppliers in the Mid-Atlantic. And a deregulated subsidiary of WGL Holdings, Inc., which has been in business for over 170 years.

DIVERSIFIED

We offer a competitive electricity and natural gas supply, plus a robust portfolio of green product solutions including:

- **WindPower**
- **Carbon Offsets**

AN HONORED GREEN POWER LEADER

In 2011 and 2014, WGL Energy was named the Green Power Supplier of the Year by the DOE and EPA. WGL Energy was the recipient of the 2013 DC Mayor's Sustainability Award.



SOME OF WGL ENERGY CLIENTS



pennsylvania
DEPARTMENT OF GENERAL SERVICES



THE SCHOOL DISTRICT OF
PHILADELPHIA



Staffing, Organizational Structure, and Key Staff Resume Summaries

Key Personnel



Primary Contact	
Contact Name	Olga Curnen
Position in Company	Senior Business Development Manager
Role in the Contract	Primary Contact
Email Address	Olga.Curnen@wglenergy.com
Phone Number	(301) 693-2383



Executive Representative	
Contact Name	Michael McGinn
Position in Company	Vice President of Sales
Role in the Contract	Executive Representative
Email Address	Michael.Mcginn@wglenergy.com
Phone Number	(443) 278-4117



Electricity Operations and Trading	
Contact Name	Emily Wise
Position in Company	Director, Electricity Supply and Trading
Role in the Contract	Electricity Operations and Trading
Email Address	Emily.Wise@wglenergy.com
Phone Number	(703) 287-9546

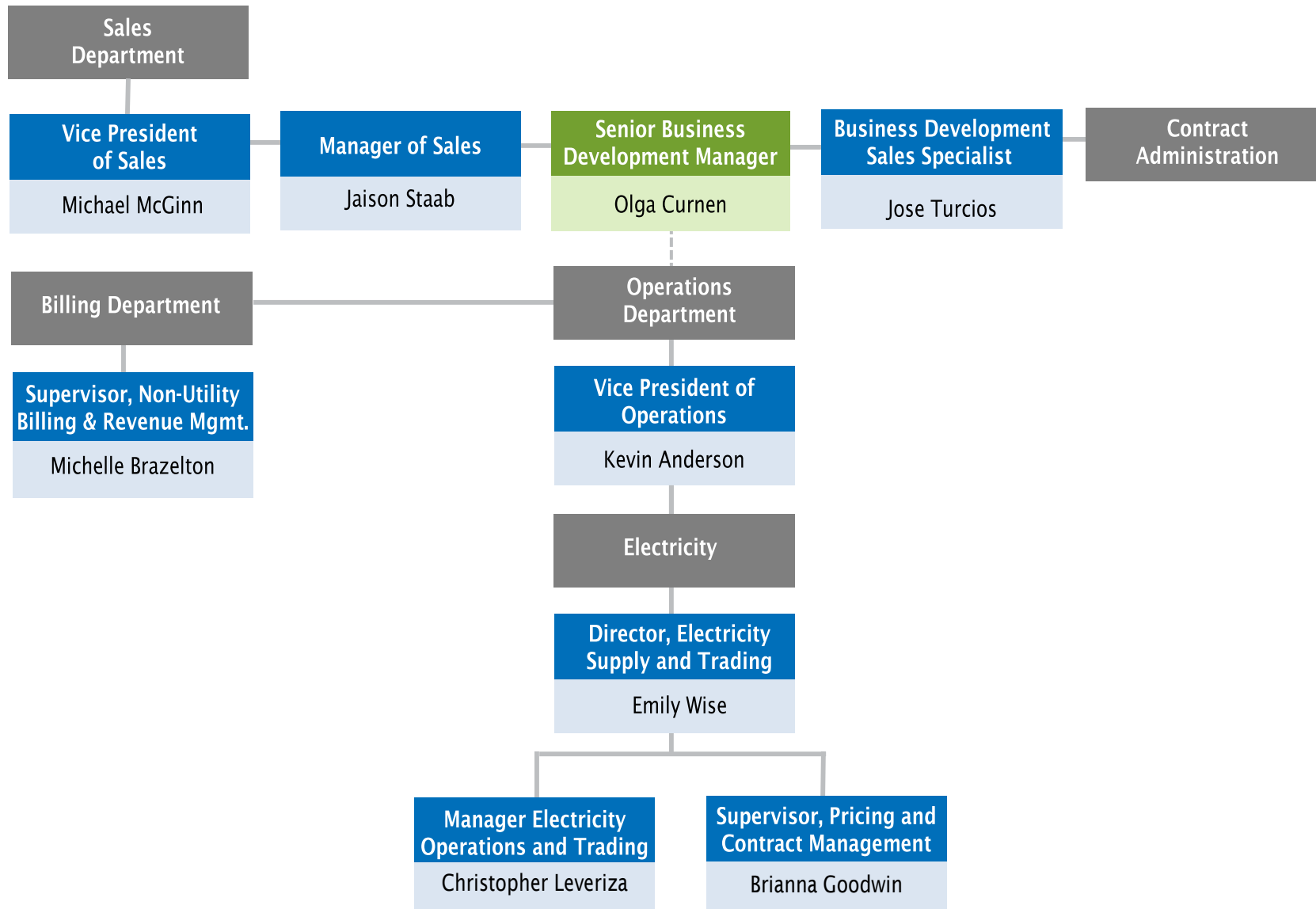


Electricity Operations and Trading	
Contact Name	Whitney Camp
Position in Company	Lead Electricity Analyst
Role in the Contract	Monthly Reporting, Enrollments, and Confirmation processing
Email Address	Whitney.Camp@wglenergy.com
Phone Number	(703) 287-9539



Billing Representative	
Contact Name	Michelle Brazelton
Position in Company	Supervisor, Non-Utility Billing and Revenue Management
Email Address	Michelle.Brazelton@wglenergy.com
Phone Number	(703) 287-9456

Organizational Chart



Resumes



MICHAEL MCGINN

Vice President of Sales

WGL Energy

(443) 287-4117

INDUSTRY EXPERTISE

- Sales
- Marketing
- Business Development
- Analysis
- Risk Management
- Contract negotiation

Professional Experience

Mr. McGinn leads a team of experienced professionals in sales, sales support, marketing, and analytics. They offer energy solutions, including electricity, natural gas, and renewable energy to commercial, industrial, residential, and public sector consumers in the Mid-Atlantic, encompassing Delaware, Virginia, Washington, D.C., Pennsylvania, Ohio, and Maryland.

Name of Firm & Years with the Firm

- WGL Energy Service, Inc., 2023 – present

Education, Degrees, Professional Licenses, & Affiliations

- Juris Doctor
- Masters, Business Administration
- Bachelor of Science, Political Science and Government

Total Years of Experience

- Years of Experience: 18 years

Business Location

- Vienna, VA



OLGA CURNEN, C.E.P.
Senior Business Development Manager
WGL Energy
(301) 693-2383

INDUSTRY EXPERTISE

- Legislation, Regulation and Energy Outlook for Energy Procurement
- Structure of the Natural Gas Industry
- Renewable Energy
- Metering, Load Profiles & Real Time Pricing

Professional Experience

Mrs. Curnen has profound knowledge and expertise in administrating and serving competitive energy supply programs by supporting accounts for electricity, natural gas, and renewable sales, including negotiating pricing and other terms with clients in all Pennsylvania markets.

Name of Firm & Years with the Firm

- WGL Energy Service, Inc., 2015 – present

Education, Degrees, Professional Licenses, & Affiliations

- Masters, Science, Economics and Enterprise Management
- Minor in Engineering
- Certified Energy Procurement Professional, (C.E.P.)

Total Years of Experience

- Years of Experience: 13 years

Business Location

- Philadelphia, PA



KEVIN ANDERSON
Vice President of Operations
WGL Energy
(703) 287-9545

INDUSTRY EXPERTISE

- Acquisition
- Regulatory analysis
- Natural Gas Supply
- Electricity Supply
- Renewable Energy

Professional Experience

Mr. Anderson directs the electricity and natural gas supply portfolios to include retail pricing development and quantitative analysis. Responsibilities include the acquisition, transportation, scheduling, and design of the energy supply and risk management for WGL Energy’s retail load along with customer billing operations.

Name of Firm & Years with the Firm

- WGL Energy Service, Inc., 1996 – present

Education, Degrees, Professional Licenses, & Affiliations

- Master of Business Administration
- Bachelor of Arts, Economics

Total Years of Experience

- Years of Experience: 30 years

Business Location

- Vienna, VA


EMILY WISE

Director, Electricity Operations and Trading

WGL Energy

(703) 287-9546

**INDUSTRY
EXPERTISE**

- eFTR access and information requests supporting annual Transmission
- Path Selections
- Regulatory Analysis
- Block Purchasing
- Trading
- Renewable Energy Credits (RECs)
- Day Ahead Scheduling

Professional Experience

Mr. Wise is responsible for all aspects of Retail Electric Portfolio including Risk Management, Wholesale Electric Supply, Large Commercial Price Structure, Scheduling, Compliance and Voluntary Renewable Energy Credit Purchasing and Sales. She manages a team of seasoned sales professionals who offer competitive electricity and renewal energy products to commercial and industrial consumers in Delaware, Virginia, District of Columbia, Pennsylvania, Ohio, and Maryland.

Name of Firm & Years with the Firm

- WGL Energy Service, Inc., 2002 – present

Education, Degrees, Professional Licenses, & Affiliations

- Bachelor of Arts, Economics

Total Years of Experience

- Years of Experience: 23 years

Business Location

- Vienna, VA



WHITNEY CAMP
Lead Electricity Analyst
WGL Energy
(703) 287-9539

INDUSTRY EXPERTISE

- Monthly Supply Portfolio Reporting
- REC Purchasing and Settlements
- Electricity Supply
- Confirmation Processing
- PJM Sub-Accounts
- Account enrollment

Professional Experience

Ms. Camp is responsible for analyzing, monthly reporting, business portfolio management, and confirmation processing for PJM sub-accounts. Ms. Camp has seven years of experience in the electricity industry and has worked as a Financial Analyst for 3 years where she was responsible for data analysis, financial modeling, analysis, and reporting, and forecasting.

Name of Firm & Years with the Firm

- WGL Energy Service, Inc., 2011 – present

Education, Degrees, Professional Licenses, & Affiliations

- Bachelor of Science, Business Administration, Finance

Total Years of Experience

- Years of Experience: 14 years

Business Location

- Vienna, VA



MICHELLE BRAZELTON

Supervisor, Non-Utility Billing and Revenue Management
WGL Energy
(703) 287-9456

**INDUSTRY
EXPERTISE**

- EDI transaction/transmission
- Data mining and reporting
- Billing and enrollment

Professional Experience

Mrs. Brazelton is the Supervisor for the Billing and Enrollment department. She has over 21 years of experience with EDI transaction/transmission, data mining and reporting, and billing and enrollment.

Name of Firm & Years with the Firm

- WGL Energy Service, Inc., 2001 – present

Education, Degrees, Professional Licenses, & Affiliations

- Master of Business Administration
- Bachelor of Science, Business Administration

Total Years of Experience

- Years of Experience: 21 years

Business Location

- Vienna, VA

Project Understanding

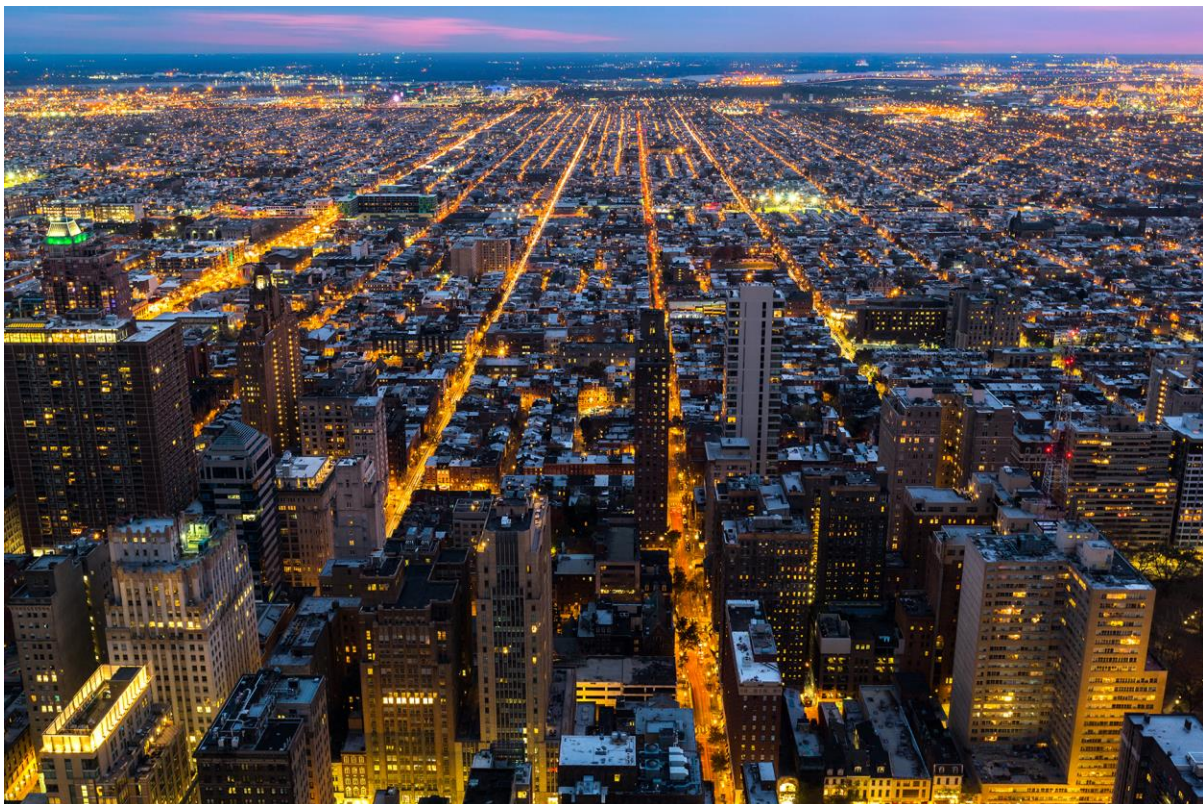
Narrative Statement

WGL Energy understands and agrees to continue providing the services and/or tangible work products necessary to achieve the objectives of SEPSA RFP for Electricity Supply and Service.

WGL Energy has experience serving the energy requirements and goals of public-sector customers throughout the Mid-Atlantic region. We have assisted our customers with Wholesale Block purchases, Renewable Portfolio Standard (RPS), and/or voluntary REC purchases, as well as the monetization of customer-owned RECs through REC sales or REC product exchanges, and the monetization of PJM subaccount excess Capacity Credits. Additionally, WGL Energy has supported the Power Purchase Agreement (PPA) needs of our public-sector customers through monthly delivery validation services, monthly invoice payments, REC tracking, and REC monetization services.

Since 2009, we have served PJM subaccount customers and currently serve eight different PJM subaccount customers with 4.0 M MWhrs per year of usage. WGL Energy has extensive experience with EDI enrollment/terminations and preparing monthly billing, revenue, PJM cost, RPS cost, and working capital reports in a timely manner. We have engaged bi-lateral counterparties that participate in wholesale block transactions, resulting in robust price competition during subaccount block purchases.

WGL Energy acknowledges all the Amendment changes made by the SEPSA Counties in their entirety, and our response incorporates [Appendix A & Appendix B](#).





Proposed Scope of Work

Scope of Work

Subaccount

WGL Energy is able to utilize an already dedicated qualified PJM subaccount to hold SEPSPA Accounts only. All subaccount costs shall be objectively segregated from other Provider accounts. The SEPSPA will be responsible for all charges in the SEPSPA subaccount.

Account Enrollment

WGL Energy will re-enroll all SEPSPA Accounts provided by the SEPSPA members or its representatives into the SEPSPA dedicated subaccount. All costs shall be objectively segregated for the SEPSPA Accounts. Additional SEPSPA Accounts can be enrolled and unenrolled as required. Such unenrolled accounts shall be related to inactive meters, changes in tenant status, or changes to a new retail electricity supplier. New SEPSPA Accounts will be provided for enrollment on a monthly basis.



Bilateral Transaction

The SEPSPA Counties and WGL Energy will enter into a new Electricity Supply and Purchase Provider Agreement. Upon SEPSPA's or EA's request and direction, the Provider will provide three market offers to sell any wholesale product associated with the purchase of electricity, including electric fixed-rate blocks. The Counties will make the best efforts to provide 24 hours' prior notice of requested offers but are not required to do so. The Provider agrees to execute purchases based on SEPSPA's or SEPSPA's representative's request in a timely manner in the Day Ahead or Real-Time markets. The term of such transactions may range from current year to three years beyond the current year.

Voluntary Renewable Energy Certificates (RECs)

As a Supplier, we understand that we may be requested to provide pricing and purchase of voluntary RECs on the SEPSPA's behalf. Voluntary RECs are those purchased above and beyond the RECs purchased to meet the State of PA's Alternative Energy Portfolio Standards (AEPS) requirements. The SEPSPA request for a voluntary REC purchase will provide the Supplier with the REC type, geography, quantity, vintage, and retirement period. Term and size permitting, three separate quotes for AEPS RECs and/or Voluntary Wind RECs will be requested, but not guaranteed. Market liquidity, size, and location of REC purchases may limit the ability to obtain multiple offers. WGL Energy recommends allowing for "market-based price exchanges" from WGL Energy inventory in lieu of market purchases if the transaction size or market liquidity warrants. The cost of the RECs will be included within the Budget Billing Rates that the Supplier bills the SEPSPA Counties.

AEPS Compliance RECs & Purchases from SEPSPA-Owned Renewable Projects

As a Supplier, we understand that we will be requested to purchase AEPS compliance RECs in the REC market and SEPSPA-owned RECs on behalf of the SEPSPA's electric supply portfolio to meet the SEPSPA's AEPS requirements. The Supplier will enter into an agreement to purchase the RECs at regularly scheduled intervals. The cost of the purchases will be charged back to the SEPSPA's portfolio account held with the Supplier. The cost of the RECs will be included within the Budget Billing rates that the Supplier bills the SEPSPA members.



Load Forecasting and Day Ahead Scheduling and Delivery

The Supplier, EA, and the SEPSPA will coordinate PJM Day Ahead purchases. The Supplier will allow the SEPSPA or its EA to determine the number of purchases on the DA market, not to exceed 100% of SEPSPA's estimated load. This will be accomplished by the EA providing purchase schedules on a weekly basis or the EA reviewing the supplier-provided schedule of weekly DA purchases based on the Supplier load forecast for the enrolled accounts. SEPSPA reserves the right to change the amount of DA purchases on a daily basis. The Supplier will submit DA Scheduling as demand bids in the PJM system.

Billing

WGL Energy will utilize Budget Billing to bill the accounts as provided by the SEPSPA members and the EA. All interval and non-interval accounts shall be billed at a fixed rate (\$/kWh) subject to true-up of costs. Billing shall be segmented into three bill rate classes. If requested, a change in billing methodology will be accommodated to reflect \$/kWh and \$/KW. Monthly electronic and paper invoices will be provided.

Accounts

- (i) Primary Accounts
- (ii) Secondary accounts
- (iii) Lighting (Street Lights)



Data Access Scheduling

WGL Energy will provide data access to all PJM charges to the SEPSPA and EA. Also, upon SEPSPA's or EA's request, provide read-only access to all eSuite applications and will enable any PJM eTool for which the PJM subaccount will have access. EA and Provider will work together to provide write access to eFTR for the EA to manage the ARR auction and related ARR/FTR activities. The Provider will also provide individual EDI account data for all EDC's where SEPSPA is enrolled upon SEPSPA's members' request and if such EDI account data is within the same subaccount.

Annual Transmission Auction ARR Auction

As a Supplier, we will provide historical auction clearing prices and historical selections for SEPSPA Accounts if requested. Annually, WGL Energy will provide the SEPSPA, and EA write access to eFTR prior to the start of the annual PJM ARR allocation process so that the EA or the SEPSPA can make the annual transmission path selections.

Wind-down of Supply Services Agreement

WGL Energy hedges will be novated to Successor Supplier or liquidated within 10 days of the contract termination if the Successor Supplier is unable to accept novation. The Working Capital Balance will be true-up within 120 days of the final meter reading date.

Power Purchase Agreements (PPAs) and PJM Collateral Requirements

In support of the expected PPA between the City and the PPA counterparty, WGL Energy will accept energy, cleared capacity revenues, and capacity penalties into the PJM subaccount. In addition, RECs associated with the PPA will be accepted in to the WGL Energy PJM GATS account. WGL Energy will validate monthly deliveries with the EA and SEPSPA and pay monthly PPA invoices.

PJM membership is actively discussing changes to day-to-day collateral requirement calculations. To the extent actual PPA performance and/or changes to PJM collateral guidelines impact the collateral requirements of the PJM subaccount, WGL Energy reserves the right to negotiate an amendment to SEPSPA Bid Table (BT-46QW). The amendment will create a mechanism for collateral recovery in the event PJM collateral exceeds a negotiated threshold.



Services and Tangible Work Products

Monthly Supply Reports

WGL Energy will provide Monthly Supplier Portfolio reports by the 10th business day of each month. The reports will include PJM costs, block settlement costs, supplier fee, PPA MWh and costs, REC purchases, monthly hedge settlement report, cost of carry-on working capital deficiencies, and daily working capital balances.

Monthly Billing Upload File

On a monthly basis, the usage and charges are summarized into a cumulative file, the “Monthly Billing Upload File.” These charges are also parsed into 4 invoices as specified by the SEPSPA for each member. The Monthly Billing Upload File and invoices are emailed to the Energy Advisor and the appropriate business owners at the SEPSPA.

Project Timeline Schedule

January 10, 2024

SEPSA Short List
Interviews

January 11, 2024

SEPSA
Evaluation
Committee
Meeting Final
Selection

January 12, 2024

Selected
Supplier
Notified

January 15 -
March 13, 2024

Contract
negotiation and
execution

March 27, 2024

SEPSA
Supplier Kick-
Off Meeting

March 28, 2024

SEPSA
Transaction
Ready with
Supplier



Statement of Qualifications; Relevant Experience

WGL Energy Services Qualifications



WGL Energy has a dedicated and experienced in-house staff who will/can provide all of the operational capabilities needed to function as a retail energy supplier, as demonstrated by its successful operations in multiple regulatory jurisdictions. This includes, but is not limited to, the following services:

Operational Services Provided	
■ Scheduling	■ Billing
■ Forecasting	■ Enrollment
■ Wholesale procurement	■ Customer service
■ Marketing	■ Utility coordination
■ Sales	■ Compliance
■ EDI transactions	■ Regulatory Affairs





Sample of Customers and Capacity Used

WGL Energy serves numerous municipal agencies including city and county school systems, public works agencies, and housing authorities. Most notably, WGL Energy serves the electric supply needs of the City of Baltimore and the Participating Entities, including the public school systems of Baltimore City, Baltimore County, Howard County, Harford County and Anne Arundel County. WGL Energy also services Federal Government agencies, and the Commonwealth of Pennsylvania Department of General Services.

Name of Facility	Address of Facility	Capacity (MW)
Baltimore Regional Cooperative Purchasing Committee - BRCPC	MD	210 MW
State of Maryland	MD	180 MW
District of Columbia – Department of General Services’	DC	70 MW
Montgomery County Public Schools	MD	32 MW
The Eastern Shore of Maryland Educational Consortium (ESMEC)	MD	27 MW
PA Department of General Services	PA	44 MW



Renewable Energy Certificates (RECs)



WindPower from WGL Energy is Green-e® Energy certified and meets the environmental and consumer protection standards set forth by the nonprofit Center for Resource Solutions (CRS). WindPower from WGL Energy is an economical way for your business to choose clean electricity sourced from wind farms. Unlike conventional electricity sources such as oil and coal, wind power is emissions-free and produces no harmful waste—making it better for the environment.

WindPower from WGL Energy is a REC product. A REC represents the environmental benefits of one megawatt hour (MWh) of renewable energy that can be paired with electricity.



Carbon Offsets

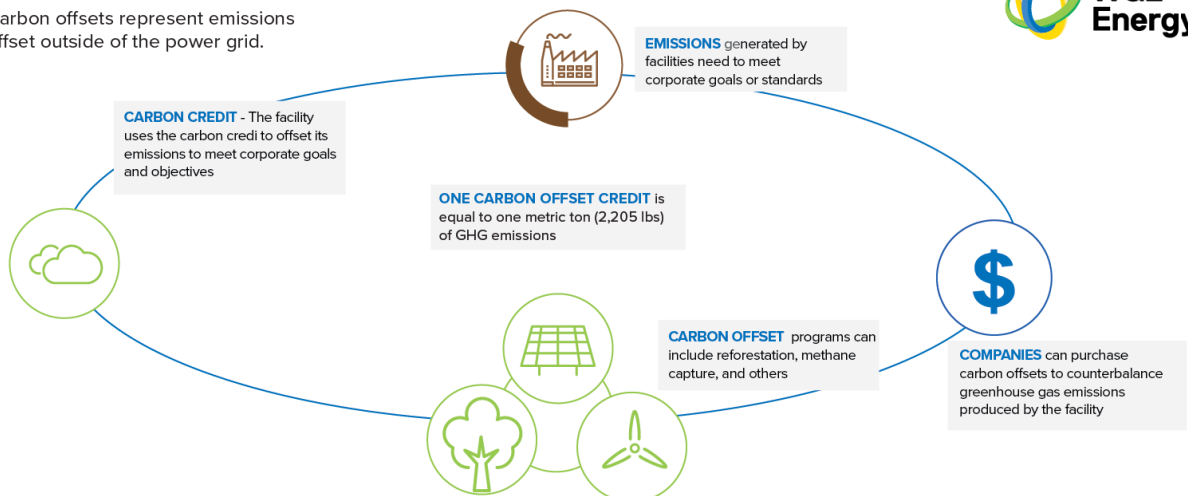


WGL Energy Carbon Offsets are derived from verified carbon-reduction projects in the waste management sector, which capture and destroy methane from regional landfills. All Carbon Offsets from WGL Energy are climate certified, ensuring that they meet the high environmental and consumer protection standards.

Carbon Offsets from WGL Energy provide an affordable and innovative way to reduce your carbon footprint, implement sustainable business practices, and support cleaner air and water. By choosing Carbon Offsets from WGL Energy, you will increase your competitive advantage and enhance your brand image while sending a powerful message to customers, employees, and stakeholders.

CARBON OFFSETS

Carbon offsets represent emissions offset outside of the power grid.



References

Department of General Services



Department of General Services

Engagement Client Name	Maryland Department of General Services
Contact Name	Lionel G. Hill, P.E., C.E.M.
Contact Title	Chief, Energy Records and Verification Office of Energy Performance and Conservation
Contact Phone Number	(410) 767-4386
Contact Email Address	Lionel.Hill@dgs.state.md.us

Sub Account Pricing Structure:

WGL Energy has managed a PJM subaccount for the State of Maryland since 2009. Approximate annual load is 1,000,000 MWhrs per year. The current subaccount contract with the State of Maryland is the **third consecutive** contract WGL Energy has been awarded. Under this contract, WGL Energy has gained experience accepting, tracking, and reporting for power deliveries from 3rd Party Bi-Lateral PPA contracts into the customer's PJM subaccount, primarily wind and solar. In addition, RECs related to these contracts are transferred to WGL Energy's PJM GATS account. These RECS are managed by WGL Energy under direction from the customer.

From press release: "This contract is for the delivery of the generation, transmission of firm electricity and any ancillary and/or incidental services to a number of facilities within the state of Maryland, and is limited to the agencies detailed herein." Also an additional amendment will be extending to formalize "WGES" (WGL Energy Services) responsibilities for managing renewable energy credits accumulated through several State agency renewable energy projects."

Montgomery County Public Schools



Montgomery County Public Schools

Engagement Client Name	Montgomery County Public Schools
Contact Name	Russ Main
Contact Title	Utilities Analyst – Montgomery County Public Schools
Contact Phone Number	(240) 314-1099
Contact Email Address	Russell_main@mcpsmd.org

Sub Account Pricing Structure:

August 2011, approval was granted to award a contract for portfolio management services for electric supply to WGL Energy, formerly known as Washington Gas Energy Services (WGES). Prior to this, since 2007, the Montgomery County Public Schools (MCPS) system had used a wholesale portfolio method for purchasing electric supply needs. MCPS is in the third year of its second consecutive contract with WGL Energy.

Our current agreement was renewed for four additional years, with a total option of five years. <http://www.montgomeryschoolsmd.org>



Baltimore Regional Cooperative Purchasing Committee (BRCPC)



Baltimore Regional Cooperative Purchasing Committee

Engagement Client Name	Baltimore Regional Cooperative Purchasing Committee
Contact Name	Gabrielle Johnson
Contact Title	Staff Buyer
Contact Phone Number	(410) 887-2241
Contact Email Address	gjohnson@baltimorecountymd.gov

Sub Account Pricing Structure:

[From press announcement when the contract was awarded] One of the largest purchasing groups in Central Maryland, the Baltimore Regional Cooperative Purchasing Committee (BRCPC), has chosen WGL Energy, formerly known as Washington Gas Energy Services, Inc. (WGES) to supply 1.3 M MWhrs of electricity per year to its 23 participants. Beginning in December 2011, WGL Energy supplied electricity to more than 3,000 electric accounts that encompass local governments, public schools and community colleges. BRCPC is in the 7th year of their 2nd consecutive contract with WGL Energy.

“By leveraging the buying power of the consortium, municipalities can benefit by having access to more competitive and affordable pricing,” Annapolis Mayor Josh Cohen said. “This is a cost-effective and efficient way to purchase electricity in Maryland’s electric market.”

The 23 BRCPC participants include: Anne Arundel County Community College, Anne Arundel County Government, Anne Arundel County Public Schools, Baltimore City Government, Baltimore City Public Schools, Baltimore County Government, Baltimore County Libraries, Baltimore County Public Schools, Baltimore County Revenue Authority, Baltimore Museum of Art, Carroll County Government, the Cities of Aberdeen, Annapolis and Bowie, the Community College of Baltimore County, the Housing Authority of Baltimore City, Harford County Community College, Harford County Government, Harford County Public Schools, Howard County Community College, Howard County Government, Howard County Public Schools, and the Walters Art Gallery.

Despite the polar vortex, the electric portfolio managed to generate savings of \$10.3 M when compared to the local electric utility’s (BGE) standard offer service (SOS) rate for Fiscal Year 2014. The electric portfolio generated savings of \$95.1 M when compared to BGE’s SOS rates since its inception in June 2006. The current electric portfolio consists of 1.65 M MWhrs per year. Total delivered natural gas increased by 20 percent for FY2014 compared to FY2013 as a result of the extreme winter temperatures.



City of Philadelphia



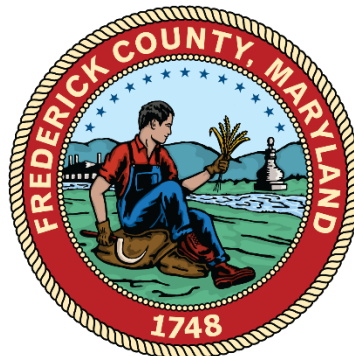
Engagement Client Name	City of Philadelphia
Contact Name	Madeline Schuh, CEM
Contact Title	City Energy Manager
Contact Phone Number	(267) 846-2150
Contact Email Address	madeline.schuh@philaenergy.org

Sub Account Pricing Structure:

The scope of the contract includes electricity for all government buildings in Philadelphia, such as City Hall, the Philadelphia International Airport, the Philadelphia Water Department, administration offices, judicial, and other facilities. This contract also provides flexibility as the City pursues renewable energy options, including a 70-MW solar project in Adams County. WGL Energy was selected as the result of a competitive procurement process led by the Energy Office of Sustainability of the City of Philadelphia. The process evaluated the ability of suppliers to develop and implement an electricity purchasing program that will enable the City of Philadelphia to meet its budget, procurement, and sustainability goals

Additional Experience

Sub Account Customer Name	Initial Deal Start Date	Initial Deal End Date	Deal Size, Annual MWhrs	Was Additional Blocks Hedged Yes / No	Block size	Renewal After initial Contract
Eastern Shore of Maryland Educational Consortium	Dec 2011	Dec 2012	170,000	Yes	Up to 5 MW	Yes Renewed Thru 2026
Frederick Area Cooperative Team	Nov 2016	Nov 2026	130,000	Yes	Up to 6 MW	
District of Columbia Department of General Services	Aug 2015	Aug 2020	450,000	Yes	Up to 45 MW	Yes. Renewed through 2023 with option years through 2025





Proposed Subcontractors

Subcontractors

WGL Energy has reviewed the subcontractor list, and at this time, it is anticipated that no subcontractors will be used to serve the SEPSA Counties electricity supply needs relating to this RFP.



Requested Exceptions to Contract Terms

Exceptions to Section III.B

WGL Energy accepts with no exceptions.



Tax and Regulatory Status and Clearance Statement

Addendum 1

The SEPSPA tax and regulatory status and clearance statement for WGL Energy is provided under Addendum 1.



WASHINGTON GAS ENERGY SERVICES
1000 MAINE AVE SW STE 600
WASHINGTON DC 20024-3496

Date Issued 01/02/2024
Letter ID L0021188403
FEIN **-***2887
Sales License ID 85031938

Sales and Use Tax Statement of Account

This is a Statement of Account for the Sales and Use Tax account for the above-listed taxpayer.

What information is included in the Statement of Account?

Tax periods shown below include periods that do not have a zero balance, and periods for which we have not received a return within the last three years.

This Summary of Periods includes interest as of January 19, 2024.

Summary of Periods - Sales and Use Tax ()

Filing Period	Transaction Type	Liability Amount	Payments/ Credits	Refunds/ Credit Transfers	Balance
Dec-31-2023	• Return has not been received	0.00	\$0.00	\$0.00	\$0.00
Total Balance of Filed Periods:					\$0.00

The sections below contain the Tax Period Details that were used to calculate the totals shown in the previous Summary of Periods sections with the exception that forecasted interest and forecasted penalty are not shown.



WGL ENERGY SERVICES INC
TAX DEPT 1000 MAINE AVE SW
WASHINGTON DC 20024-3494

Date Issued 01/02/2024
Letter ID L0021218309
FEIN **-***2887
Withholding ID 94172942

Employer Annual Reconciliation (REV-1667) Statement of Account

This is a Statement of Account for the Employer Annual Reconciliation (REV-1667) account for the above-listed taxpayer.

What information is included in the Statement of Account?

Tax periods shown below include periods that do not have a zero balance, and periods for which we have not received a return within the last three years.

This Summary of Periods includes interest as of January 19, 2024.

Summary of Periods - Employer Annual Reconciliation ()

Filing Period	Transaction Type	Liability Amount	Payments/ Credits	Refunds/ Credit Transfers	Balance
Dec-31-2023	• Return has not been received	0.00	\$0.00	\$0.00	\$0.00
Total Balance of Filed Periods:					\$0.00

The sections below contain the Tax Period Details that were used to calculate the totals shown in the previous Summary of Periods sections with the exception that forecasted interest and forecasted penalty are not shown.



WGL ENERGY SERVICES INC
1000 MAINE AVE SW
WASHINGTON DC 20024-3494

Date Issued 01/02/2024
Letter ID L0021185541
FEIN **-***2887
Withholding ID 94172942

Corporate Net Income Tax Statement of Account

This is a Statement of Account for the Corporate Net Income Tax account for the above-listed taxpayer.

What information is included in the Statement of Account?

Tax periods shown below include periods that do not have a zero balance, and periods for which we have not received a return within the last three years.

This Summary of Periods includes interest as of January 19, 2024.

Summary of Periods - Corporate Net Income Tax ()

Filing Period	Transaction Type	Liability Amount	Payments/ Credits	Refunds/ Credit Transfers	Balance
Dec-31-2021	Tax	903,551.00	-\$1,368,650.72	\$0.00	-\$465,099.72
Total Balance of Filed Periods:					-\$465,099.72

The sections below contain the Tax Period Details that were used to calculate the totals shown in the previous Summary of Periods sections with the exception that forecasted interest and forecasted penalty are not shown.

Period Details - Corporate Net Income Tax ()

Filing Period	Transaction Type	Effective Date	Liability Amount	Payments/ Credits	Refunds/ Credit Transfers
Dec-31-2021	Credit from Prior Period	04/14/2021	0.00	118,650.72	0.00
	Payment	06/14/2021	0.00	400,000.00	0.00
	Payment	09/13/2021	0.00	300,000.00	0.00
	Payment	12/14/2021	0.00	300,000.00	0.00
	Payment	04/11/2022	0.00	250,000.00	0.00
	Tax	05/16/2022	903,551.00	0.00	0.00



WASHINGTON GAS ENERGY SERVICES INC
TAX DEPT 1000 MAINE AVE SW
WASHINGTON DC 20024-3494

Date Issued 01/02/2024
Letter ID L0021201925
FEIN **-***2887
Withholding ID 94172942

Employer Withholding Tax (W-3) Statement of Account

This is a Statement of Account for the Employer Withholding Tax (W-3) account for the above-listed taxpayer.

What information is included in the Statement of Account?

Tax periods shown below include periods that do not have a zero balance, and periods for which we have not received a return within the last three years.

This Summary of Periods includes interest as of January 19, 2024.

Summary of Periods - Employer Withholding Tax ()

Filing Period	Transaction Type	Liability Amount	Payments/ Credits	Refunds/ Credit Transfers	Balance
Dec-31-2023		0.00	\$6,496.70	\$0.00	\$0.00
• Return has not been received					
Total Balance of Filed Periods:					\$0.00

The sections below contain the Tax Period Details that were used to calculate the totals shown in the previous Summary of Periods sections with the exception that forecasted interest and forecasted penalty are not shown.

Period Details - Employer Withholding Tax ()

Filing Period	Transaction Type	Effective Date	Liability Amount	Payments/ Credits	Refunds/ Credit Transfers
---------------	------------------	----------------	------------------	-------------------	---------------------------

Period Details - Employer Withholding Tax ()

Filing Period	Transaction Type	Effective Date	Liability Amount	Payments/Credits	Refunds/Credit Transfers
Dec-31-2023	Hold Pending Return	10/11/2023	0.00	-970.28	0.00
	Payment	10/11/2023	0.00	970.28	0.00
	Hold Pending Return	10/25/2023	0.00	-1,104.33	0.00
	Payment	10/25/2023	0.00	1,104.33	0.00
	Hold Pending Return	11/08/2023	0.00	-970.28	0.00
	Payment	11/08/2023	0.00	970.28	0.00
	Hold Pending Return	11/22/2023	0.00	-1,093.85	0.00
	Payment	11/22/2023	0.00	1,093.85	0.00
	Hold Pending Return	12/06/2023	0.00	-1,106.07	0.00
	Payment	12/06/2023	0.00	1,106.07	0.00
	Hold Pending Return	12/20/2023	0.00	-1,251.89	0.00
	Payment	12/20/2023	0.00	1,251.89	0.00



WASHINGTON GAS ENERGY SERVICES
1000 MAINE AVE SW STE 600
WASHINGTON DC 20024-3496

Date Issued 01/02/2024
Letter ID L0021169157
FEIN **-***2887
Sales License ID 85031938

Sales and Use Tax Statement of Account

This is a Statement of Account for the Sales and Use Tax account for the above-listed taxpayer.

What information is included in the Statement of Account?

Tax periods shown below include periods that do not have a zero balance, and periods for which we have not received a return within the last three years.

This Summary of Periods includes interest as of January 19, 2024.

Summary of Periods - Sales and Use Tax ()

Filing Period	Transaction Type	Liability Amount	Payments/ Credits	Refunds/ Credit Transfers	Balance
Dec-31-2023		0.00	\$0.00	\$0.00	\$0.00
• Return has not been received					
Total Balance of Filed Periods:					\$0.00

The sections below contain the Tax Period Details that were used to calculate the totals shown in the previous Summary of Periods sections with the exception that forecasted interest and forecasted penalty are not shown.



Date Issued	01/02/2024
Letter ID	L0021231621
FEIN	**_***2887
Account ID	30017499114



WGL ENERGY SERVICES INC
8614 WESTWOOD CENTER DR STE 1200
VIENNA VA 22182-2260

Gross Receipts Electric, Hydro-Electric and Water Power Statement of Account

This is a Statement of Account for the Gross Receipts Electric, Hydro-Electric and Water Power account for the above-listed taxpayer.

What information is included in the Statement of Account?

Tax periods shown below include periods that do not have a zero balance, and periods for which we have not received a return within the last three years.

This Summary of Periods includes interest as of January 19, 2024.

The sections below contain the Tax Period Details that were used to calculate the totals shown in the previous Summary of Periods sections with the exception that forecasted interest and forecasted penalty are not shown.



Disclosure of Litigation; Disclosure of Administrative Proceedings

Disclosure of Litigation and Administrative Proceedings Statement

For the five years preceding this RFP, WGL Energy has not been the subject of, and has not been involved in, any judicial or administrative proceeding, or any civil, criminal, or bankruptcy litigation that is material to its business or its financial capability or that could interfere with its performance if the RFP is awarded to it.

Please note, WGL Energy Services was mentioned as a party in a MD complaint. WGL Energy Services is not associated the actions that led to this complaint and had previously requested to be excluded as a party. Our petition was approved by a lower court, and we will soon submit another request to be removed as a party in the upcoming proceedings.



Statement of Financial Capacity

Statement

WGL Energy is a direct subsidiary of WGL Holdings, Inc. (WGL). WGL has a money pool arrangement to coordinate and provide financing and working capital requirements for its non-utility affiliates. This money pool arrangement is supported by WGL's unsecured revolving credit facility. This committed credit facility provides \$300 M to WGL and expires on July 19, 2024. As of December 31, 2022, the available, unencumbered balance on this unsecured revolving credit facility was \$115.2 M.

WGL has ready access to the commercial paper market, which is directly supported by this unsecured revolving credit facility. WGL is A-3 by Standard and Poor's and F3 and Fitch in relation to its commercial paper program. For its long-term debt, WGL is rated BB+ by Standard and Poor's and BBB by Fitch.

Bankruptcy Filings

WGL Energy Services Inc. has not filed for bankruptcy.

Audited Financial Statements

WGL Energy's Fiscal Year 2022 Audited Financial Statements, are provided at the end of the proposal document.

IRS Form 990

WGL Energy Services Inc. is not a non-profit organization.



Credit Rating

WGL Energy Services, Inc. is a subsidiary of WGL Holdings, Inc. (WGL). WGL has a money pool arrangement to coordinate and provide financing and working capital requirements for its non-utility direct and indirect subsidiaries. This money pool arrangement is supported by WGL’s unsecured revolving credit facility. This committed credit facility provides \$300 M to WGL and its non-utility subsidiaries and is in place through July 2024. As of March 31, 2022, the available, unencumbered balance on this unsecured revolving credit facility was \$251 M. WGL has ready access to the commercial paper market, which is directly supported by this unsecured revolving credit facility. WGL is rated A-3 by Standard and Poor’s in relation to its commercial paper program. For its long-term issuances, WGL is rated BBB by Fitch’s and BB+ by Standard and Poor’s.

Credit Ratings-WGL Holdings	Senior Unsecured Long Term	Commercial Paper
Moody’s Investors Service	Moody’s is no longer rating WGL Holdings	
Fitch Ratings	BBB	F-3
Standard & Poor’s Ratings	BB+	A-3





Local Business Entity or Local Impact Certification

Appendix D

On September 1, 2018, WGL Energy opened its Philadelphia regional sales office located at 1835 Market Street, Suite 2705, Philadelphia, PA 19103.



Disclosure Requirements

Disclosure Statement

WGL Energy Services Inc. did not and does not today operate a state political action committee (PAC) and regulatory office has not made any contributions since September 2018.



Defaults

Default Statement

WGL Energy Services, Inc. has not defaulted under any contract to which it is a party in the past five (5) years and no counterparty has filed a breach of contract action against WGL Energy Services, Inc. during this time period. WGL Energy Services, Inc. has received a few routine customer complaints involving consumer protection issues under consumer contracts (e.g. unauthorized enrollments and unauthorized early cancellation fees), but these complaints were resolved under informal state commission procedures and did not involve contract default allegations.



Additional Information

Generic Insurance

WGL Energy Generic Insurance Liability form is provided following this page.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Charlotte NC Office 1111 Metropolitan Avenue, Suite 400 Charlotte NC 28204 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED WGL Energy Services, Inc A Subsidiary of Washington Gas Resources 13865 Sunrise Valley Drive Herndon VA 20170 USA	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C: Assoc Electric & Gas Ins Serv Ltd -AEGIS		AA3190004
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570101810105** **REVISION NUMBER:**

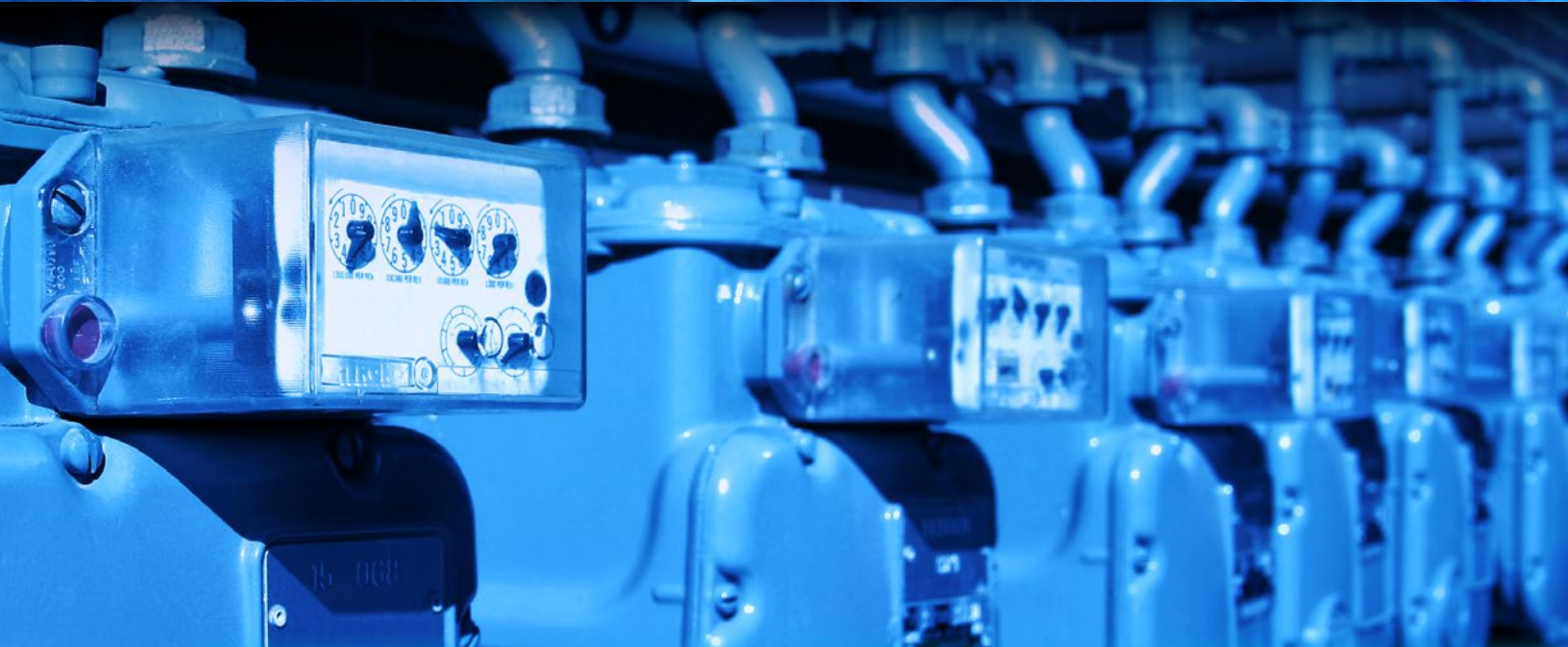
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2641436621153	10/01/2023	10/01/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-641-436621-143	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION			XL5035714P Claims Made	10/01/2023	10/01/2024	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	wc7641436621013	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	E&O - Professional Liability - Primary			E05034413P Claims Made SIR applies per policy terms & conditions	10/01/2023	10/01/2024	Aggregate	\$5,000,000
							SIR	\$750,000

Certificate No : 570101810105

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER	CANCELLATION
WGL Energy Services, Inc. a subsidiary of Washington Gas Resources 13865 Sunrise Valley Drive Herndon VA 20170 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



2022 Financial Statements and
Management Discussion & Analysis

AltaGas

ALTAGAS REPORTS STRONG 2022 RESULTS

AltaGas Delivers Solid Fourth Quarter and Annual Results; Closes Alaskan Utilities Divestiture; Reaffirms 2023 Guidance; and Continues to Take Steps to Advance Long-term Strategic Plan

Calgary, Alberta (March 2, 2023)

AltaGas Ltd. ("AltaGas" or the "Company") (TSX: ALA) today reported fourth quarter and full year 2022 financial results, announced closing the divestiture of the Alaskan Utilities, reaffirmed 2023 financial guidance, announced recent contract awards, and provided an update on its operations.

HIGHLIGHTS

(all financial figures are unaudited and in Canadian dollars unless otherwise noted)

- Normalized EPS¹ was \$0.63 in the fourth quarter and \$1.89 for the full year of 2022 while GAAP EPS² was \$0.19 in the fourth quarter and \$1.42 for the full year of 2022. Full year normalized EPS increased approximately 10 percent year-over-year, which was above the upper-half of AltaGas' 2022 EPS guidance range of \$1.80 - \$1.95.
- Normalized EBITDA¹ was \$454 million in the fourth quarter and \$1,537 million for the full year of 2022, while income before income taxes was \$78 million in the fourth quarter and \$716 million for the full year of 2022. Full year normalized EBITDA increased approximately 4.5 percent year-over-year, which was in the upper-half of the Company's 2022 guidance range of \$1.50 billion - \$1.55 billion.
- Normalized FFO per share¹ was \$1.32 in the fourth quarter and \$4.28 for the full year of 2022 while Cash from Operations per share³ was \$(1.02) in the fourth quarter and \$1.92 for the full year of 2022.
- The Utilities segment reported normalized EBITDA¹ of \$294 million in the fourth quarter of 2022 compared to \$238 million in the fourth quarter of 2021 while income before taxes was \$80 million in the fourth quarter of 2022 compared to \$64 million in the fourth quarter of 2021. The fourth quarter year-over-year increase in normalized EBITDA was driven by strong asset optimization activities, continued infrastructure investments on behalf of our customers, beneficial foreign exchange rates, the Virginia rate case interim rates and colder weather in Michigan and the District of Columbia (D.C.), partially offset by higher operating and administrative expenses.
- The Midstream segment reported normalized EBITDA¹ of \$163 million in the fourth quarter of 2022 compared to \$95 million in the fourth quarter of 2021 while income before taxes in the segment was \$113 million in the fourth quarter of 2022 compared to loss before taxes of \$151 million in the fourth quarter of 2021. The fourth quarter year-over-year increase in normalized EBITDA was driven by strong volumes and propane margins within the export facilities, higher earnings at the extraction facilities, and lower operating costs at the processing facilities, which was partially offset by the lost contribution from the Aitken Creek gas processing facility.
- On March 1, 2023, AltaGas closed the divestiture of its Alaskan Utilities to TriSummit Utilities Inc. for US\$800 million (approximately CAD\$1.1 billion), prior to closing adjustments. Sale proceeds will initially be used to reduce debt while providing AltaGas with the financial flexibility to advance its strong growth opportunities across the Midstream and Utilities platforms over the coming years.
- On February 28, 2023, the Mountain Valley Pipeline received a favourable biological opinion from the U.S. Fish and Wildlife Service. The consortium expects to receive the incremental permits and approvals over the coming months and will be positioned to mobilize construction crews in the summer of 2023 and have the

(1) Non-GAAP measure; see discussion and reconciliation to US GAAP financial measures in the advisories of this news release or in AltaGas' Management's Discussion and Analysis (MD&A) as at and for the period ended December 31, 2022, which is available on www.sedar.com. (2) GAAP EPS is equivalent to Net income applicable to common shares divided by shares outstanding. (3) Cash from Operations per share is equivalent to funds from operations divided by shares outstanding.

pipeline in-service by 2023 year-end. As previously disclosed, AltaGas views its investment in the pipeline as a potential divestiture candidate to reduce leverage and move toward the Company's long-term leverage targets.

- In February 2023, AltaGas reached an agreement with Southern California Edison for the purchase of resource adequacy attributes from the Blythe facility from January 1, 2024, through December 31, 2027. AltaGas believes that the agreement reiterates the long-term demand for Blythe to provide stable and affordable power supply, and support California's longer-term energy needs.
- In February 2023, AltaGas reached an agreement with an investment grade counterparty to extend the existing throughput and marketing agreement at the Ferndale liquefied petroleum gases (LPG) Export Terminal by five years through 2033. The extension is aligned with AltaGas' long-term focus of de-risking the global exports business and operating in strong partnership with its customers to drive the best collective outcomes for all parties.
- On December 22, 2022, Washington Gas filed an application with the Public Service Commission of the District of Columbia (PSC of DC) for the third phase of PROJECTpipes (PROJECTpipes 3), seeking approval of approximately US\$672 million for the five-year period from 2024 to 2028.
- AltaGas is reaffirming 2023 full year guidance ranges for normalized EBITDA¹ of \$1.5 billion to \$1.6 billion, and normalized EPS¹ guidance of \$1.85 - \$2.05, compared to actual normalized EPS¹ of \$1.89 and GAAP EPS² of \$1.42 in 2022.

CEO MESSAGE

"We delivered strong operational and financial results in 2022, delivering on our strategic priorities, and continuing to advance our diversified energy infrastructure model," said Randy Crawford, President and Chief Executive Officer. "2022 Normalized EPS grew by approximately 10 percent and normalized EBITDA increased approximately 4.5 percent year-over-year. This growth is impressive considering the outsize contribution from AltaGas' U.S. Transportation and Storage business in the first quarter of 2021, which was subsequently divested in the second quarter of 2021, and did not contribute to AltaGas' financial results in 2022.

"Operationally, our businesses performed exceptionally well in 2022, despite some challenges and volatility in Asian-to-North American butane spreads and other factors during the second half of 2022. Full-year financial results landed in the upper-half our 2022 guidance ranges for both normalized EBITDA and normalized EPS.

"Through continued infrastructure investments on behalf of our customers within Utilities, we delivered an 18 percent year-over-year increase in normalized EBITDA in U.S. dollar terms. Asset optimization activities, which are designed to benefit both the Company and consumers, helped fuel this performance, as well as lower rates to customers. Over the past three years, by making critical investments across our network to provide improved safety and reliability, reduce operating costs, and improving the customer experience, the Utilities segment has delivered an 11 percent compounded annual growth rate (CAGR) in normalized EBITDA in U.S. Dollar terms, delivering an incredible performance from where we started, while driving better outcomes for all our stakeholders.

"Our Midstream business, despite experiencing some market and inflationary headwinds in the second and third quarters of 2022, finished the year strong delivering a 14 percent year-over-year increase in export volumes. The platform continues to position for significant future growth as the Asian economy continues to recover.

"As we look ahead to 2023, we welcome the return of strong demand fundamentals that are being seen in Asia as economies continue to reopen. We expect the return of strengthening Asian LPG pricing premiums that were realized in the fourth quarter to continue through 2023 and beyond. We also have a new tolling agreement from an investment grade counterparty in Asia at the Ridley Island Propane Export Terminal (RIPET) and extended a long-term tolling structure by five years until 2033 at Ferndale, underscoring the market value and credibility of AltaGas' export platform and Canada's reputation for reliable supply. We look forward to continuing to connect our Canadian and Asian customers through increased long-term tolling arrangements in the years ahead.

"Our financial performance is a testament to our diversified business model, which produces a lower-risk, high-growth platform that continues to demonstrate resiliency through market cycles and periods of volatility, while

providing our shareholders with steady and growing earnings and cash flow. We continue to strengthen our balance sheet and financial flexibility with the closing of divestiture of the Alaskan Utilities and expect to approach our medium-term 5x net debt-to-Normalized EBITDA target.”

RESULTS BY SEGMENT

Normalized EBITDA ⁽¹⁾ (\$ millions)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Utilities	\$ 294	\$ 238	\$ 933	\$ 771
Midstream	163	95	607	717
Corporate/Other	(3)	1	(3)	(16)
Normalized EBITDA⁽¹⁾	\$ 454	\$ 334	\$ 1,537	\$ 1,472

Income (Loss) Before Income Taxes (\$ millions)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Utilities	\$ 80	\$ 64	\$ 548	\$ 538
Midstream	113	(151)	526	242
Corporate/Other	(115)	(75)	(358)	(334)
Income (Loss) Before Income Taxes	\$ 78	\$ (162)	\$ 716	\$ 446

(1) Non-GAAP financial measure; see discussion in the Non-GAAP Financial Measures advisories of this news release.

BUSINESS PERFORMANCE

Utilities

The Utilities segment reported normalized EBITDA of \$294 million in the fourth quarter of 2022 compared to \$238 million in the fourth quarter of 2021 while income before income taxes was \$80 million in the fourth quarter of 2022 compared to \$64 million in the fourth quarter in 2021. Fourth quarter financial results were reflective of typical seasonality when natural gas demand rises in the autumn and winter heating seasons. Strong year-over-year growth in normalized EBITDA in the fourth quarter was driven by higher asset optimization activities at Washington Gas, the benefits of interim rates in the Virginia rate case that went into effect in December, higher revenue from ongoing investments into Accelerated Replacement Programs (ARPs), colder weather in Michigan and the D.C., favourable foreign exchange rates, and other factors, which were partially offset by higher operating and administrative expenses. Strong asset optimization activity at Washington Gas in the fourth quarter of 2022 continued to produce considerable positive impacts for the Company’s customers as approximately half of the benefit created through this activity is flowed back to customers in the form of rate relief. As such, the Company’s efforts related to this activity is providing strong financial benefits to AltaGas’ customers and helping to reduce absolute utility bills during this most recent period of higher energy costs.

AltaGas continued to upgrade critical infrastructure executing on the Company’s various ARPs during the quarter with a sustained focus on replacing aging infrastructure to improve the safety and reliability of the system, while delivering long-term operating cost and environmental benefits. AltaGas deployed \$272 million of invested capital during the fourth quarter of 2022 that was focused on driving better long-term outcomes for its customers, including \$90 million deployed within the Company’s various ARPs. AltaGas executed on extensive planned network upgrades in 2022 with \$824 million of invested capital for the full year of 2022, which collectively increased the Utilities rate base by approximately 12 percent year-over-year to approximately US\$5.2 billion in 2022, compared to approximately US\$4.7 billion at the end of 2021.

On December 22, 2022, Washington Gas filed an application with the PSC of DC for PROJECTpipes 3 seeking approval of approximately US\$672 million for the five-year period from January 1, 2024, to December 31, 2028.

Midstream

The Midstream segment reported normalized EBITDA of \$163 million in the fourth quarter of 2022 compared to \$95 million in the fourth quarter in 2021, while income before taxes was \$113 million in the fourth quarter of 2022 compared to a loss of \$151 million in the fourth quarter of 2021. Fourth quarter results were reflective of higher earnings at the global exports facilities due to strong volumes and propane margins, partially offset by lower butane margins and elevated rail and freight logistics costs (including fuel surcharges), higher earnings at the extraction facilities driven by higher frac spreads, and lower operating costs at the processing facilities, partially offset by the impact of the lost contribution from the Aitken Creek facility sale. Other factors impacting normalized EBITDA in the Midstream segment during the fourth quarter of 2022 relative to the fourth quarter of 2021 included the favourable resolution of certain commercial disputes and contingencies, and stronger contribution from a number of AltaGas' ancillary businesses, partially offset by lower margins from the marketing business, and a write down of natural gas storage inventory to its net realizable value.

AltaGas exported a robust 97,152 Bbls/d of cleaner burning LPGs to Asia in the fourth quarter of 2022, including 16 fully loaded Very Large Gas Carriers. This included an average of 63,465 Bbls/d of propane exported at RIPET and an average of 33,687 Bbls/d of combined propane and butane exported at Ferndale. Global LPG export volumes for the full year of 2022 averaged 101,654 Bbls/d across 68 ships from RIPET and Ferndale, which was a 14% year-over-year increase over 2021 volumes. Stronger global exports contribution in the fourth quarter of 2022 relative to the same quarter of last year was driven by fewer rail outages that allowed higher export volumes, robust offtake demand within Asia, and growing LPG supply within Western Canada.

AltaGas remains focused on partnering with Western Canadian producers and aggregators to increase direct global market access through long-term tolling arrangements that can drive the best collective outcomes for all parties, while also having an active hedging program to proactively lock in structural margins and de-risk cashflows for merchant exports. The Company is targeting to increase hedges over the coming months and be highly hedged for the new natural gas liquids (NGL) contracting year starting on April 1. This hedging philosophy is also expected to be utilized in future years.

AltaGas is encouraged by the B.C. Government and Blueberry River First Nations reaching a historic agreement in January 2023 that will provide a pathway for a partnership approach on land, water, and resource stewardship with the Treaty 8 First Nations. The Montney is one of the most prolific resource plays in North America and has the potential to provide decades of steady lower-carbon natural gas and NGLs to support Canada's domestic demand and play a larger role in meeting global energy needs. AltaGas looks forward to continuing to work with all stakeholders in Northeastern B.C. on sustainable resource development in partnership with local communities and delivering on the growing global demand for responsibly developed energy supplies.

AltaGas' realized frac spread averaged \$25.14/Bbl, after transportation costs, as most of AltaGas' frac exposed volumes were hedged at approximately \$34.01/Bbl in the fourth quarter of 2022, prior to transportation costs. AltaGas is well hedged for 2023 with approximately 77 percent of its 2023 expected frac exposed volumes hedged at approximately US\$27/Bbl, prior to transportation costs. In addition, approximately 62 percent of AltaGas' 2023 expected global export volumes are either tolled or financially hedged with an average Far East Index (FEI) to North American financial hedge price of approximately US\$12/Bbl for non-tolled propane and butane volumes.

2023 Midstream Hedge Program

	Q1 2023	Q2 2023	Q3 2023	Q4 2023	FY 2023
Global Exports volumes hedged (%) ⁽¹⁾	77	71	76	25	62
Average propane/butane FEI to North America average hedge (US\$/Bbl) ⁽²⁾	13.80	11.06	10.81	21.76	12.17
Fractionation volume hedged (%) ⁽³⁾	59	82	96	72	77
Frac spread hedge rate (US\$/Bbl) ⁽³⁾	26.80	26.83	26.83	26.83	26.83

(1) Approximate expected volume hedged. Includes contracted tolling volumes and financial hedges. Based on AltaGas' internally assumed export volumes. AltaGas is hedged at a higher percentage for firmly committed volumes.

(2) Approximate average for the period. Does not include tolling volumes. Does not include physical differential to FSK for C3 volumes. Butane is hedged as a percentage of WTI.

(3) Approximate average for the period.

Corporate/Other

The Corporate/Other segment reported normalized EBITDA for the fourth quarter of 2022 was a loss of \$3 million, compared to normalized EBITDA of \$1 million in the same quarter in 2021. The decrease in normalized EBITDA was mainly due to higher operating and administrative expenses.

Loss before income taxes in the Corporate/Other segment was \$115 million in the fourth quarter of 2022, compared to \$75 million in the same quarter in 2021. In the fourth quarter of 2021, the Corporate/Other segment recognized a pre-tax provision on assets of \$5 million relating to non-core projects no longer being developed at the Parks at Walter Reed thermal plant in Washington, D.C.

CONSOLIDATED FINANCIAL RESULTS

(\$ millions)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Normalized EBITDA ⁽¹⁾	\$ 454	\$ 334	\$ 1,537	\$ 1,472
Add (deduct):				
Depreciation and amortization	(112)	(105)	(439)	(422)
Interest expense	(99)	(67)	(330)	(275)
Normalized income tax expense ⁽¹⁾	(52)	(40)	(156)	(173)
Preferred share dividends	(7)	(13)	(40)	(53)
Other ⁽²⁾	(6)	(10)	(42)	(68)
Normalized net income ⁽¹⁾	\$ 178	\$ 99	\$ 530	\$ 481
Net income (loss) applicable to common shares	\$ 54	\$ (156)	\$ 399	\$ 230
Normalized funds from operations ⁽¹⁾	\$ 371	\$ 280	\$ 1,204	\$ 1,180
(\$ per share except shares outstanding)				
Shares outstanding - basic (millions)				
During the period ⁽³⁾	282	280	281	280
End of period	282	280	282	280
Normalized net income - basic ⁽¹⁾	0.63	0.35	1.89	1.72
Normalized net income - diluted ⁽¹⁾	0.63	0.35	1.87	1.71
Net income (loss) per common share - basic	0.19	(0.56)	1.42	0.82
Net income (loss) per common share - diluted	0.19	(0.56)	1.41	0.82

1. Non-GAAP financial measure; see discussion in Non-GAAP Financial Measures section at the end of this news release.

2. "Other" includes accretion expense, net income applicable to non-controlling interests, foreign exchange gains, and NCI portion of non-GAAP adjustments. The portion of non-GAAP adjustments applicable to non-controlling interests are excluded in the computation of normalized net income to ensure consistency of normalizations applied to controlling and non-controlling interests. These amounts are included in the "net income applicable to non-controlling interests" line item on the Consolidated Statements of Income.

3. Weighted average.

Normalized EBITDA for the fourth quarter of 2022 was \$454 million, compared to \$334 million for the same quarter in 2021. The largest factors leading to the variance are described in the Business Performance sections above.

The average CAD/USD foreign exchange rate increased to 1.36 in the fourth quarter of 2022 from an average of 1.26 in the same quarter in 2021, resulting in an increase in normalized EBITDA of approximately \$20 million on a consolidated basis.

Normalized net income was \$178 million or \$0.63 per share for the fourth quarter of 2022, compared to \$99 million or \$0.35 per share reported for the same quarter in 2021. The increase was mainly due to the same factors impacting normalized EBITDA, lower net income applicable to non-controlling interests and lower preferred share dividends, partially offset by higher interest expense, higher normalized income tax expense, and higher depreciation and amortization expense.

Income before income taxes was \$78 million for the fourth quarter of 2022 compared to a loss of \$162 million for the same quarter in 2021. Net income applicable to common shares was \$54 million or \$0.19 per share for the fourth quarter of 2022, compared to a loss of \$156 million or \$0.56 per share for the same quarter in 2021. *Please refer to the Three Months Ended December 31, 2022, Section of the MD&A for further details on the variance in income before income taxes and net income.*

Normalized FFO was \$371 million or \$1.32 per share for the fourth quarter of 2022, compared to \$280 million or \$1.00 per share for the same quarter in 2021. The increase was mainly due to the same previously referenced factors impacting normalized EBITDA, partially offset by higher interest expense and higher current tax expense.

Cash used by operations for the fourth quarter of 2022 was \$289 million or \$1.02 per share, compared to \$157 million or \$0.56 per share for the same quarter in 2021. Please refer to the Consolidated Financial Results Section of the MD&A for further details on the variance in cash used by operations.

Depreciation and amortization expense for the fourth quarter of 2022 was \$112 million, compared to \$105 million for the same quarter in 2021. The increase was due to the impact of new assets placed in-service, partially offset by the impact of the Alaska Utilities divestiture.

Interest expense for the fourth quarter of 2022 was \$99 million, compared to \$67 million for the same quarter in 2021. The increase was due to \$8 million of interest related to the subordinated hybrid notes, higher average interest rates, higher average debt balances, and a higher average Canadian/U.S. dollar exchange rate.

Income tax expense for the fourth quarter of 2022 was \$12 million, compared to income tax recovery of \$28 million in the same quarter in 2021. The increase in income tax expense was mainly due to an increase in income before income taxes in the fourth quarter of 2022 compared to a loss before income taxes in the same quarter in 2021.

FORWARD FOCUS, GUIDANCE AND FUNDING

AltaGas continues to focus on executing on its long-term corporate strategy of building a diversified platform that operates long-life energy infrastructure assets that connect customers and markets and are positioned to provide resilient and durable value for the Company's stakeholders.

AltaGas expects to achieve guidance ranges that were previously disclosed in December 2022, including:

- 2023 Normalized EPS guidance of \$1.85 - \$2.05 per share, compared to actual normalized EPS of \$1.89 and GAAP EPS of \$1.42 in 2022; and

- 2023 Normalized EBITDA guidance of \$1.5 billion - \$1.6 billion, compared to actual normalized EBITDA of \$1.54 billion and income before taxes of \$716 million in 2022.

AltaGas continues to focus on delivering durable and growing EPS and FFO per share while targeting lowering leverage ratios. This strategy should support steady dividend growth and provide the opportunity for ongoing capital appreciation for its long-term shareholders. This includes AltaGas having announced plans to deliver regular, sustainable, and annual dividend increases that compound in the years ahead.

AltaGas is maintaining a disciplined, self-funded capital program of approximately \$930 million in 2023, excluding asset retirement obligations. The Company also expects approximately \$90 million of capital investments that were approved in 2022 to rollover and be deployed in early 2023. The 2023 capital program includes continued strong investments in the Utilities and Midstream businesses that are focused on ensuring long-term safety and reliability of the asset base and position AltaGas to meet its customers long-term needs and drive the best collective outcomes for all stakeholders.

QUARTERLY COMMON SHARE DIVIDEND AND PREFERRED SHARE DIVIDENDS

The Board of Directors approved the following schedule of Dividends:

Type	Dividend (per share)	Period	Payment Date	Record
Common Shares ¹	\$0.28	n.a.	31-Mar-23	16-Mar-23
Series A Preferred Shares	\$0.19125	31-Dec-22 to 30-Mar-23	31-Mar-23	16-Mar-23
Series B Preferred Shares	\$0.41875	31-Dec-22 to 30-Mar-23	31-Mar-23	16-Mar-23
Series E Preferred Shares	\$0.337063	31-Dec-22 to 30-Mar-23	31-Mar-23	16-Mar-23
Series G Preferred Shares	\$0.265125	31-Dec-22 to 30-Mar-23	31-Mar-23	16-Mar-23
Series H Preferred Shares	\$0.443404	31-Dec-22 to 30-Mar-23	31-Mar-23	16-Mar-23

1. Dividends on common shares and preferred shares are eligible dividends for Canadian income tax purposes.

CONFERENCE CALL AND WEBCAST DETAILS

AltaGas will hold a conference call today, March 2, at 8:00 a.m. MT (10:00 a.m. ET and 14:00 BST) to discuss Fourth quarter and full year 2022 results and other corporate developments.

- Date/Time: March 2, 2023, 8:00 a.m. MT (10:00 a.m. ET; 15:00 GMT)
- Dial-in: 1-416-764-8659 or toll free at 1-888-664-6392 or [Click to Join](#)
- Webcast: <https://www.altagas.ca/invest/events-and-presentations>

Shortly after the conclusion of the call, a replay will be available commencing at 11:00 a.m. MT (1:00 p.m. ET) on March 2, 2023 by dialing 416-764-8677 or toll free 1-888-390-0541. The passcode is 346734#. The replay will expire at 9:59 p.m. MT (11:59 p.m. ET) on March 9, 2023.

AltaGas' Consolidated Financial Statements and accompanying notes for the fourth quarter and full year ended December 31, 2022, as well as its related Management's Discussion and Analysis, are now available online at www.altagas.ca. All documents will be filed with the Canadian securities regulatory authorities and will be posted under AltaGas' SEDAR profile at www.sedar.com.

NON-GAAP MEASURES

This news release contains references to certain financial measures that do not have a standardized meaning prescribed by US GAAP and may not be comparable to similar measures presented by other entities. The non-GAAP measures and their reconciliation to US GAAP financial measures are shown below and within AltaGas' Management's Discussion and Analysis (MD&A) as at and for the period ended December 31, 2022. These non-GAAP measures provide additional information that management believes is meaningful regarding AltaGas' operational performance, liquidity and capacity to fund dividends, capital expenditures, and other investing activities. Readers are cautioned that these non-GAAP measures should not be construed as alternatives to other measures of financial performance calculated in accordance with US GAAP.

Normalized EBITDA

(\$ millions)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Income (loss) before income taxes (GAAP financial measure)	\$ 78	\$ (162)	\$ 716	\$ 446
Add:				
Depreciation and amortization	112	105	439	422
Interest expense	99	67	330	275
EBITDA	\$ 289	\$ 10	\$ 1,485	\$ 1,143
Add (deduct):				
Transaction costs related to acquisitions and dispositions ⁽¹⁾	2	9	6	15
Unrealized losses (gains) on risk management contracts ⁽²⁾	156	33	49	(18)
Losses (gains) on sale of assets ⁽³⁾	—	1	(3)	(6)
Restructuring costs ⁽⁴⁾	—	—	—	1
Provisions on assets	6	6	6	64
Provisions (reversal of provisions) on investments accounted for by the equity method ⁽⁵⁾	—	271	(3)	271
Accretion expenses	2	4	7	6
Foreign exchange gains	(1)	—	(10)	(4)
Normalized EBITDA	\$ 454	\$ 334	\$ 1,537	\$ 1,472

- (1) Comprised of transaction costs related to acquisitions and dispositions of assets and/or equity investments in the period. These costs are included in the "cost of sales" and "operating and administrative" line items on the Consolidated Statements of Income. Transaction costs include expenses, such as legal fees, which are directly attributable to the acquisition or disposition. As noted on page 26 of the MD&A, in the third quarter of 2022 AltaGas changed its non-GAAP policy to remove the normalization of acquisition related contingencies. The amounts presented in this table reflect the restated figures to align with the revised policy. Please refer to Note 4 of the 2022 Annual Consolidated Financial Statements for further details regarding AltaGas' disposition of assets in the period.
- (2) Included in the "revenue" and "cost of sales" line items on the Consolidated Statements of Income. Please refer to Note 24 of the 2022 Annual Consolidated Financial Statements for further details regarding AltaGas' risk management activities.
- (3) Included in the "other income" line item on the Consolidated Statements of Income. Please refer to Note 4 of the 2022 Annual Consolidated Financial Statements for further details regarding AltaGas' disposition of assets in the period.
- (4) Comprised of costs related to a workforce optimization program. These costs are included in the "operating and administrative" line item on the Consolidated Statements of Income.
- (5) Relates to the return of certain costs associated with the Constitution pipeline project as a result of its cancellation in February 2020 and provisions recorded on AltaGas' investment in MVP in the fourth quarter of 2021. The provisions are included in the "income (loss) from equity investments" line item on the Consolidated Statements of Income.

EBITDA is a measure of AltaGas' operating profitability prior to how business activities are financed, assets are amortized, or earnings are taxed. EBITDA is calculated from the Consolidated Statements of Income using income before income taxes adjusted for pre-tax depreciation and amortization and interest expense.

AltaGas presents normalized EBITDA as a supplemental measure. Normalized EBITDA is used by Management to enhance the understanding of AltaGas' earnings over periods, as well as for budgeting and compensation related purposes. The metric is frequently used by analysts and investors in the evaluation of entities within the industry as it excludes items that can vary substantially between entities depending on the accounting policies chosen, the book value of assets, and the capital structure.

Normalized Net Income

(\$ millions)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Net income (loss) applicable to common shares (GAAP financial measure)	\$ 54	\$ (156)	\$ 399	\$ 230
Add (deduct) after-tax:				
Transaction costs related to acquisitions and dispositions ⁽¹⁾	1	5	4	12
Unrealized losses (gains) on risk management contracts ⁽²⁾	118	21	39	(10)
Losses (gains) on sale of assets ⁽³⁾	—	15	(4)	—
Non-controlling interest portion of non-GAAP adjustments ⁽⁴⁾	—	3	5	(9)
Restructuring costs ⁽⁵⁾	—	—	—	1
Loss on redemption of preferred shares, including foreign exchange impact ⁽⁶⁾	—	—	84	—
Provisions on assets	5	2	5	48
Provisions (reversal of provisions) on investments accounted for by the equity method ⁽⁷⁾	—	209	(2)	209
Normalized net income	\$ 178	\$ 99	\$ 530	\$ 481

- (1) Comprised of transaction costs related to acquisitions and dispositions of assets and/or equity investments in the period. The pre-tax costs are included in the "cost of sales" and "operating and administrative" line items on the Consolidated Statements of Income. Transaction costs include expenses, such as legal fees, which are directly attributable to the acquisition or disposition. As noted on page 26 of the MD&A, in the third quarter of 2022 AltaGas changed its non-GAAP policy to remove the normalization of acquisition related contingencies. The amounts presented in this table reflect the restated figures to align with the revised policy. Please refer to Note 4 of the 2022 Annual Consolidated Financial Statements for further details regarding AltaGas' disposition of assets in the period.
- (2) The pre-tax amounts are included in the "revenue" and "cost of sales" line items on the Consolidated Statements of Income. Please refer to Note 24 of the 2022 Annual Consolidated Financial Statements for further details regarding AltaGas' risk management activities.
- (3) The pre-tax amounts are included in the "other income" line item on the Consolidated Statements of Income. Please refer to Note 4 of the 2022 Annual Consolidated Financial Statements for further details regarding AltaGas' disposition of assets in the period. The after-tax amount in 2021 also includes the impact of the increase in accumulated state deferred income tax liabilities caused by the elimination of the WGL Midstream (now WGL Sustainable Energy LLC) business from AltaGas' consolidated U.S. tax group.
- (4) The portion of non-GAAP adjustments applicable to non-controlling interests are excluded in the computation of normalized net income to ensure consistency of normalizations applied to controlling and non-controlling interests. These amounts are included in the "net income applicable to non-controlling interests" line item on the Consolidated Statements of Income. As noted on page 26 of the MD&A, in the third quarter of 2022 AltaGas changed its non-GAAP policy to remove the normalization of acquisition related contingencies. This includes the associated impact to the portion applicable to non-controlling interests. The amounts presented in this table reflect the restated figures to align with the revised policy.
- (5) Comprised of costs related to a workforce optimization program. The pre-tax costs are included in the "operating and administrative" line item on the Consolidated Statements of Income.
- (6) Comprised of losses on the redemption of Series K Preferred Shares on March 31, 2022 and the redemption of U.S. dollar denominated Series C Preferred Shares on September 30, 2022 including an associated foreign exchange loss of approximately \$69 million. The loss on redemption of preferred shares is recorded on the "loss of redemption of preferred shares" line on the Consolidated Statements of Income.
- (7) Relates to the return of certain costs associated with the Constitution pipeline project as a result of its cancellation in February 2020 and provisions recorded on AltaGas' investment in MVP in the fourth quarter of 2021. The pre-tax provisions are included in the "income (loss) from equity investments" line item on the Consolidated Statements of Income.

Normalized net income and normalized net income per share are used by Management to enhance the comparability of AltaGas' earnings, as it reflects the underlying performance of AltaGas' business activities. Normalized EPS is calculated as normalized net income divided by the average number of shares outstanding during the period.

Normalized Funds From Operations

(\$ millions)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Cash from (used by) operations (GAAP financial measure)	\$ (289)	\$ (157)	\$ 539	\$ 738
Add (deduct):				
Net change in operating assets and liabilities	653	437	650	410
Asset retirement obligations settled	5	3	10	10
Funds from operations	\$ 369	\$ 283	\$ 1,199	\$ 1,158
Add (deduct):				
Transaction costs related to acquisitions and dispositions ⁽¹⁾	2	9	6	15
Current tax expense (recovery) on asset sales ⁽²⁾	—	(12)	(1)	6
Restructuring costs ⁽³⁾	—	—	—	1
Normalized funds from operations	\$ 371	\$ 280	\$ 1,204	\$ 1,180

(1) Comprised of transaction costs related to acquisitions and dispositions of assets and/or equity investments in the period. These costs exclude non-cash amounts and are included in the "cost of sales" and "operating and administrative" line items on the Consolidated Statements of Income. Transaction costs include expenses, such as legal fees, which are directly attributable to the acquisition or disposition. As noted on page 26 of the MD&A, in the third quarter of 2022 AltaGas changed its non-GAAP policy to remove the normalization of acquisition related contingencies. The amounts presented in this table reflect the restated figures to align with the revised policy. Please refer to Note 4 of the 2022 Annual Consolidated Financial Statements for further details regarding AltaGas' disposition of assets in the period.

(2) Included in the "current income tax expense" line item on the Consolidated Statements of Income.

(3) Comprised of costs related to a workforce optimization program. These costs are included in the "operating and administrative" line item on the Consolidated Statements of Income.

Normalized funds from operations and funds from operations are used to assist Management and investors in analyzing the liquidity of the Corporation. Management uses these measures to understand the ability to generate funds for capital investments, debt repayment, dividend payments, and other investing activities.

Funds from operations and normalized funds from operations as presented should not be viewed as an alternative to cash from (used in) operations or other cash flow measures calculated in accordance with GAAP.

Invested Capital

(\$ millions)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Cash used in investing activities (GAAP financial measure)	\$ 336	\$ 241	\$ 997	\$ 483
Add (deduct):				
Net change in non-cash capital expenditures ⁽¹⁾	(7)	11	(6)	(33)
Allowance for Funds Used During Construction (AFUDC) ⁽²⁾	(3)	—	(3)	—
Contributions from non-controlling interests ⁽³⁾	—	—	—	(1)
Asset dispositions	—	1	245	346
Disposal of equity method investments	—	—	—	3
Invested capital ⁽¹⁾	\$ 326	\$ 253	\$ 1,233	\$ 798

(1) Comprised of non-cash capital expenditures included in the "accounts payable and accrued liabilities" line item on the Consolidated Balance Sheets. Please refer to Note 32 of the 2022 Annual Consolidated Financial Statements for further details.

(2) AFUDC is the amount that a rate-regulated enterprise is allowed to recover for its cost of financing assets under construction and is included in the "property, plant and equipment" line item on the Consolidated Balance Sheets.

(3) Comprised of partner recoveries for capital expenditures incurred for the Ridley Island Propane Export Terminal. These recoveries are included in "contributions from non-controlling interests" under financing activities in the Consolidated Statements of Cash Flows, however as Management views this as a part of AltaGas' invested capital, it has been included in the calculation of invested capital.

Invested capital is a measure of AltaGas' use of funds for capital expenditure activities. It includes expenditures relating to property, plant, and equipment and intangible assets, capital contributed to long term investments, and contributions from non-controlling interests. Invested capital is used by Management, investors, and analysts to

enhance the understanding of AltaGas' capital expenditures from period to period and provide additional detail on the Company's use of capital.

CONSOLIDATED FINANCIAL REVIEW

	Three Months Ended		Year Ended	
	December 31		December 31	
(\$ millions, except where noted)	2022	2021	2022	2021
Revenue	3,898	3,140	14,087	10,573
Normalized EBITDA ^{(1) (2)}	454	334	1,537	1,472
Income (loss) before income taxes	78	(162)	716	446
Net income (loss) applicable to common shares	54	(156)	399	230
Normalized net income ^{(1) (2)}	178	99	530	481
Total assets	23,965	21,593	23,965	21,593
Total long-term liabilities	12,940	11,335	12,940	11,335
Invested capital ⁽¹⁾	326	253	1,233	798
Cash flows used in investing activities	(336)	(241)	(997)	(483)
Dividends declared ⁽³⁾	75	71	298	281
Cash from (used by) operations	(289)	(157)	539	738
Normalized funds from operations ^{(1) (2)}	371	280	1,204	1,180
Normalized effective income tax rate (%) ^{(1) (2)}	21.5	25.3	20.2	22.4
Effective income tax rate (%)	15.4	17.9	20.0	23.8

	Three Months Ended		Year Ended	
	December 31		December 31	
(\$ per share, except shares outstanding)	2022	2021	2022	2021
Net income (loss) per common share - basic	0.19	(0.56)	1.42	0.82
Net income (loss) per common share - diluted	0.19	(0.56)	1.41	0.82
Normalized net income - basic ^{(1) (2)}	0.63	0.35	1.89	1.72
Normalized net income - diluted ^{(1) (2)}	0.63	0.35	1.87	1.71
Dividends declared ⁽³⁾	0.27	0.25	1.06	1.00
Cash from (used by) operations	(1.02)	(0.56)	1.92	2.64
Normalized funds from operations ^{(1) (2)}	1.32	1.00	4.28	4.21
Shares outstanding - basic (millions)				
During the period ⁽⁴⁾	282	280	281	280
End of period	282	280	282	280

(1) Non-GAAP financial measure; see discussion in the Non-GAAP Financial Measures section of the MD&A.

(2) In the third quarter of 2022, Management changed AltaGas' non-GAAP policy to remove normalization adjustments relating to acquired contingencies. Prior periods have been restated to reflect this change. Please refer to the Non-GAAP Financial Measures section of the MD&A for additional details.

(3) Effective March 31, 2022, common share dividends are declared and paid on a quarterly basis. The dividend declared each quarter is \$0.265 per share beginning March 31, 2022, which represents a 6 percent increase on an annual basis from the previous monthly dividends declared of \$0.0833 per share beginning December 2020. On December 5, 2022, AltaGas announced that its Board of Directors approved a 6 percent increase to its annual common share dividends for 2023, which equates to a quarterly dividend rate of \$0.28 per common shares, effective March 31, 2023.

(4) Weighted average.

ABOUT ALTAGAS

AltaGas is a leading North American infrastructure company that connects customers and markets to affordable and reliable sources of energy. The Company operates a diversified, lower-risk, high-growth Utilities and Midstream business that is focused on delivering resilient and durable value for its stakeholders.

For more information visit www.altagas.ca or reach out to one of the following:

Jon Morrison

Senior Vice President, Corporate Development and Investor Relations
Jon.Morrison@altagas.ca

Adam McKnight

Director, Investor Relations
Adam.McKnight@altagas.ca

Investor Inquiries

1-877-691-7199
investor.relations@altagas.ca

Media Inquiries

1-403-206-2841
media.relations@altagas.ca

FORWARD-LOOKING INFORMATION

This news release contains forward-looking information (forward-looking statements). Words such as "may", "can", "would", "could", "should", "will", "intend", "plan", "anticipate", "believe", "aim", "seek", "propose", "contemplate", "estimate", "focus", "strive", "forecast", "expect", "project", "target", "potential", "objective", "continue", "outlook", "vision", "opportunity" and similar expressions suggesting future events or future performance, as they relate to the Corporation or any affiliate of the Corporation, are intended to identify forward-looking statements. In particular, this news release contains forward-looking statements with respect to, among other things, business objectives, expected growth, results of operations, performance, business projects and opportunities and financial results. Specifically, such forward-looking statements included in this document include, but are not limited to, statements with respect to the following: expected use of proceeds from the Alaska Utilities divestiture; expected timing of and ability to achieve the requisite permits, approvals, construction and in-service date for the Mountain Valley pipeline; AltaGas' view of its investment in the Mountain Valley pipeline as a potential divestiture candidate; AltaGas' belief in the role and importance of the Blythe Energy Center in providing stable and affordable power supply to support California's long-term energy needs; AltaGas' long-term Midstream strategy; expected 2023 guidance of normalized EBITDA of approximately \$1.5 to \$1.6 billion and normalized EPS of approximately \$1.85 to \$2.05; AltaGas' belief in the recovery of the Asian economy, including the strengthening of LPG pricing premiums, and its role in AltaGas' future growth opportunities; expectation to approach AltaGas' medium-term 5x net debt-to-Normalized EBITDA target; AltaGas' role in providing financial benefits to its customers and reducing overall utility bills; focus on maintaining long-term partnerships and an active 2023 hedging program into future years, and the anticipated outcomes therefrom; AltaGas' outlook on the Blueberry River First Nations agreement with the B.C. government and AltaGas' role and importance in future Montney resource development; the percentage of AltaGas' expected 2023 frac exposed volumes that are hedged; the percentage of AltaGas' expected 2023 global export volumes that are tolled or financially hedged; AltaGas' 2023 Midstream Hedge Program quarterly and full year estimates; focus on AltaGas' long term strategy; expectation for ongoing dividend growth; expected invested capital expenditures of approximately \$1.0 billion in 2023, including approximately \$90 million of discretionary Midstream capital which was deferred from 2022 to 2023; anticipated segment allocation and focus of capital expenditures in 2023; and expected dividend payments and dates of payment in 2023.

These statements involve known and unknown risks, uncertainties and other factors that may cause actual results, events and achievements to differ materially from those expressed or implied by such statements. Such statements reflect AltaGas' current expectations, estimates, and projections based on certain material factors and assumptions at the time the statement was made. Material assumptions include: number of ships and export levels from the Ferndale and RIPET facilities, effective tax rates, the U.S./Canadian dollar exchange rate, inflation, propane price differentials, degree day variance from normal, pension discount rate, the performance of the businesses underlying each sector, impacts of the hedging program, commodity prices, weather, frac spread, access to capital, timing and receipt of regulatory approvals, planned and unplanned plant outages, timing of in-service dates of new projects and acquisition and divestiture activities, operational expenses, returns on investments, dividend levels, and transaction costs.

AltaGas' forward-looking statements are subject to certain risks and uncertainties which could cause results or events to differ from current expectations, including, without limitation: risks related to conflict in Eastern Europe; health and safety risks; operating risks; infrastructure; natural gas supply risks; volume throughput; service interruptions; transportation of petroleum products; market risk; inflation; general economic conditions; cyber security, information, and control systems; climate-related risks; environmental regulation risks; regulatory risks; litigation; changes in law; Indigenous and treaty rights; dependence on certain partners; political uncertainty and civil unrest; decommissioning, abandonment and reclamation costs; reputation risk; weather data; capital market and liquidity risks; interest rates; internal credit risk; foreign exchange risk; debt financing, refinancing, and debt service risk; counterparty and supplier risk; technical systems and processes incidents; growth strategy risk; construction and development; underinsured and uninsured losses; impact of competition in AltaGas' businesses; counterparty credit risk; composition risk; collateral; rep agreements; market value of common shares and other securities; variability of dividends; potential sales of additional shares; labor relations; key personnel; risk management costs and limitations; commitments associated with regulatory approvals for the acquisition of WGL; cost of providing retirement plan benefits; failure of service providers; risks related to pandemics, epidemics or disease outbreaks, including COVID-19; and the other factors discussed under the heading "Risk Factors" in the Corporation's Annual Information Form for the year ended December 31, 2022 and set out in AltaGas' other continuous disclosure documents.

Many factors could cause AltaGas' or any particular business segment's actual results, performance or achievements to vary from those described in this press release, including, without limitation, those listed above and the assumptions upon which they are based proving incorrect. These factors should not be construed as exhaustive. Should one or more of these risks or uncertainties materialize, or should assumptions underlying forward-looking statements prove incorrect, actual results may vary materially from those described in this news release as intended, planned, anticipated, believed, sought, proposed, estimated, forecasted, expected, projected or targeted and such forward-looking statements included in this news release, should not be unduly relied upon. The impact of any one assumption, risk, uncertainty, or other factor on a particular forward-looking statement cannot be determined with certainty because they are interdependent and AltaGas' future decisions and actions will depend on management's assessment of all information at the relevant time. Such statements speak only as of the

date of this news release. AltaGas does not intend, and does not assume any obligation, to update these forward-looking statements except as required by law. The forward-looking statements contained in this news release are expressly qualified by these cautionary statements.

Financial outlook information contained in this news release about prospective financial performance, financial position, or cash flows is based on assumptions about future events, including economic conditions and proposed courses of action, based on AltaGas management's (Management) assessment of the relevant information currently available. Readers are cautioned that such financial outlook information contained in this news release should not be used for purposes other than for which it is disclosed herein.

Additional information relating to AltaGas, including its quarterly and annual MD&A and Consolidated Financial Statements, AIF, and press releases are available through AltaGas' website at www.altagas.ca or through SEDAR at www.sedar.com

MANAGEMENT'S DISCUSSION AND ANALYSIS

This Management's Discussion and Analysis (MD&A) dated March 1, 2023 is provided to enable readers to assess the results of operations, liquidity, and capital resources of AltaGas Ltd. ("AltaGas", the "Company" or the "Corporation") as at and for the year ended December 31, 2022. This MD&A should be read in conjunction with the accompanying audited Consolidated Financial Statements and notes thereto of AltaGas as at and for the year ended December 31, 2022.

The Consolidated Financial Statements and comparative information have been prepared in accordance with United States (U.S.) generally accepted accounting principles (U.S. GAAP) and in Canadian dollars, unless otherwise indicated. Throughout this MD&A, references to GAAP refer to U.S. GAAP and dollars refer to Canadian dollars, unless otherwise indicated.

Abbreviations, acronyms and capitalized terms used in this MD&A without express definition shall have the same meanings given to those terms in the MD&A as at and for the year ended December 31, 2022 or the Annual Information Form for the year ended December 31, 2022.

This MD&A contains forward-looking information (forward-looking statements). Words such as "may", "can", "would", "could", "should", "will", "intend", "plan", "anticipate", "believe", "aim", "seek", "propose", "contemplate", "estimate", "focus", "strive", "forecast", "expect", "project", "target", "potential", "objective", "continue", "outlook", "vision", "opportunity" and similar expressions suggesting future events or future performance, as they relate to the Corporation or any affiliate of the Corporation, are intended to identify forward-looking statements. In particular, this MD&A contains forward-looking statements with respect to, among other things, business objectives, expected growth, results of operations, performance, business projects and opportunities and financial results. Specifically, such forward-looking statements included in this document include, but are not limited to, statements with respect to the following: AltaGas' belief in the role and importance of global resource exports; expected timing, process and outcomes of AltaGas' CEO succession plan; 2023 strategic priorities; AltaGas' belief in the role and importance of the Blythe Energy Center in meeting California's power needs and reliability on the power grid; expectation of 2023 annual consolidated normalized EBITDA of approximately \$1.5 to \$1.6 billion; anticipated 2023 normalized earnings per share of approximately \$1.85 to \$2.05; assumed effective tax rate of approximately 22 percent in 2023; expectation that the Utilities segment will contribute approximately 57 to 61 percent of normalized EBITDA for 2023; expected growth drivers of normalized EBITDA in the Utilities segment; expectation that the Midstream segment will contribute approximately 39 to 43 percent of normalized EBITDA for 2023; drivers of expected growth in the Midstream segment; expected higher normalized EBITDA from the Corporate/Other segment in 2023; expected growth drivers of 2023 normalized earnings per share; AltaGas' expectation of an active 2023 hedging program and anticipated outcomes therefrom; the percentage of AltaGas' expected 2023 frac exposed volumes that are hedged; the percentage of AltaGas' expected 2023 global export volumes that are tolled or financially hedged; AltaGas' 2023 Midstream Hedge Program quarterly estimates; estimated impact of changes in commodity prices, exchange rates, and weather on normalized annual EBITDA; expected invested capital expenditures of approximately \$1.0 billion in 2023, including approximately \$90 million of discretionary Midstream capital which was deferred from 2022 to 2023; anticipated segment allocation and focus of capital expenditures in 2023; expectation for 2023 committed capital program to be funded through internally-generated cash flow, asset sales including the Alaska Utilities Disposition, and normal course borrowings on existing committed credit facilities; the estimated cost, status and expected in-service dates for growth capital projects in the Midstream and Utilities businesses; anticipated annual average capital spending at SEMCO Gas from 2021 to 2025; AltaGas' pursuit of opportunities and its long-term objectives in the Utilities segment, including among other things, RNG and lower carbon investments, anticipated rate base growth of 8 to 10 percent annually through 2027, and ensuring energy affordability for its customers; the percentage of contracted volumes expected to be shipped from Ferndale and RIPET in 2023; anticipated in-service date for the Mountain Valley pipeline and completion date of MVP Southgate; expected timing and outcomes of the Harmattan carbon capture opportunity; AltaGas' pursuit of opportunities and its long-term objectives in the Midstream segment, including among other things, increase export volumes and throughput, advance ESG initiatives, goals and opportunities, and mitigate commodity, volume and counterparty risk; expected filing, procedure and decision dates for rate cases in the Utilities business; timing of material regulatory filings, proceedings and decisions in the Utilities business; objectives and expected results from AltaGas'

commodity price contract strategies by segment; future changes in accounting policies and adoption of new accounting standards; and expected in-service date of the VLGCs currently under construction.

These statements involve known and unknown risks, uncertainties and other factors that may cause actual results, events and achievements to differ materially from those expressed or implied by such statements. Such statements reflect AltaGas' current expectations, estimates, and projections based on certain material factors and assumptions at the time the statement was made. Material assumptions include: effective tax rate of approximately 22 percent, U.S./Canadian dollar exchange rates; inflation; interest rates, credit ratings, regulatory approvals and policies; expected commodity supply, demand and pricing; volumes and rates; propane price differentials; degree day variance from normal; pension discount rate; financing initiatives; the performance of the businesses underlying each sector; impacts of the hedging program; weather; frac spread; access to capital; future operating and capital costs; timing and receipt of regulatory approvals; seasonality; planned and unplanned plant outages; timing of in-service dates of new projects and acquisition and divestiture activities; taxes; operational expenses; returns on investments; dividend levels; and transaction costs.

AltaGas' forward-looking statements are subject to certain risks and uncertainties which could cause results or events to differ from current expectations, including, without limitation: risks related to conflict in Eastern Europe; health and safety risks; operating risks; infrastructure; natural gas supply risks; volume throughput; service interruptions; transportation of petroleum products; market risk; inflation; general economic conditions; cyber security, information, and control systems; climate-related risks; environmental regulation risks; regulatory risks; litigation; changes in law; Indigenous and treaty rights; dependence on certain partners; political uncertainty and civil unrest; decommissioning, abandonment and reclamation costs; reputation risk; weather data; capital market and liquidity risks; interest rates; internal credit risk; foreign exchange risk; debt financing, refinancing, and debt service risk; counterparty and supplier risk; technical systems and processes incidents; growth strategy risk; construction and development; underinsured and uninsured losses; impact of competition in AltaGas' businesses; counterparty credit risk; composition risk; collateral; rep agreements; market value of common shares and other securities; variability of dividends; potential sales of additional shares; labor relations; key personnel; risk management costs and limitations; commitments associated with regulatory approvals for the acquisition of WGL; cost of providing retirement plan benefits; failure of service providers; risks related to pandemics, epidemics or disease outbreaks, including COVID-19; and the other factors discussed under the heading "Risk Factors" in the Corporation's Annual Information Form for the year ended December 31, 2022 (AIF) and set out in AltaGas' other continuous disclosure documents.

Many factors could cause AltaGas' or any particular business segment's actual results, performance or achievements to vary from those described in this MD&A, including, without limitation, those listed above and the assumptions upon which they are based proving incorrect. These factors should not be construed as exhaustive. Should one or more of these risks or uncertainties materialize, or should assumptions underlying forward-looking statements prove incorrect, actual results may vary materially from those described in this MD&A as intended, planned, anticipated, believed, sought, proposed, estimated, forecasted, expected, projected or targeted and such forward-looking statements included in this MD&A, should not be unduly relied upon. The impact of any one assumption, risk, uncertainty, or other factor on a particular forward-looking statement cannot be determined with certainty because they are interdependent and AltaGas' future decisions and actions will depend on Management's assessment of all information at the relevant time. Such statements speak only as of the date of this MD&A. AltaGas does not intend, and does not assume any obligation, to update these forward-looking statements except as required by law. The forward-looking statements contained in this MD&A are expressly qualified by these cautionary statements.

Financial outlook information contained in this MD&A about prospective financial performance, financial position, or cash flows is based on assumptions about future events, including economic conditions and proposed courses of action, based on AltaGas Management's assessment of the relevant information currently available. Readers are cautioned that such financial outlook information contained in this MD&A should not be used for purposes other than for which it is disclosed herein.

Additional information relating to AltaGas, including its quarterly and annual MD&A and Consolidated Financial Statements, Annual Information Form, and press releases are available through AltaGas' website at www.altagas.ca or through SEDAR at www.sedar.com.

AltaGas Business Overview and Organization

AltaGas is a leading energy infrastructure company that connects customers and markets to affordable and reliable sources of energy. The Company operates a diversified, lower-risk, high-growth energy infrastructure business that is focused on delivering resilient and durable value for its stakeholders. AltaGas has three reporting segments - Utilities, Midstream, and Corporate/Other.

Utilities Segment

AltaGas' Utilities segment owns and operates franchised, cost-of-service, rate-regulated natural gas distribution and storage utilities that are focused on providing safe, reliable, and affordable energy to its customers. Prior to the close of the sale of the Alaska Utilities Disposition, AltaGas' Utilities provided energy to approximately 1.7 million residential and commercial customers in 2022 with an average rate base of approximately US\$5.2 billion.

Subsequent to the Alaska Utilities Disposition, the Utilities segment includes two utilities that operate across four major U.S. jurisdictions:

- Washington Gas, which is the Company's largest operating utility that serves approximately 1.2 million customers across Maryland, Virginia and the District of Columbia; and
- SEMCO Energy, which delivers essential energy to approximately 325,000 customers in Southern Michigan and Michigan's Upper Peninsula.

The Utilities business also includes other storage facilities and contracts for interstate natural gas transportation and storage services, as well as WGL Energy Services, an affiliated retail energy marketing business, which sells natural gas and electricity directly to residential, commercial, and industrial customers located in Maryland, Virginia, Delaware, Pennsylvania, Ohio, and the District of Columbia.

Midstream Segment

AltaGas' Midstream segment is a leading North American platform that connects customers and markets. From wellhead to tidewater, the Company is focused on providing its customers with safe and reliable service and connectivity that facilitates the best outcomes for their businesses. This includes global market access for North American Liquefied Petroleum Gases (LPGs), which provides North American producers and aggregators with attractive netbacks for propane and butane while delivering diversity of supply and supporting stronger energy security in Asia.

Throughout AltaGas' Midstream operations, the Company believes it is playing a vital role within the larger energy ecosystem that keeps the global economy moving forward and is powering the possible within our society, and doing so in a safe, reliable and affordable manner.

AltaGas' Midstream platform is heavily focused on the Montney resource play in Northeastern B.C. and centers around global exports, which is where the Company believes the market is headed for resource development over the long-term. AltaGas also operates a broader set of midstream infrastructure assets across the Western Canadian Sedimentary Basin (WCSB) and select regions in the U.S., which are all focused on connecting customers and markets in the most efficient manner possible.

There are three core pillars to AltaGas' Midstream platform that are integral to each other and facilitate the Company's wellhead to tidewater and beyond value chain. These include:

- Global Exports, which includes AltaGas' two LPG export terminals where the Company has capacity to export up to 150,000 Bbl/d of propane and butane to key markets in Asia;
- Natural Gas Gathering, Processing and Extraction, which includes 1.2 Bcf/d of extraction processing capacity and approximately 1.1 Bcf/d of raw field gas processing capacity, which is heavily focused on the Montney; and
- Fractionation and Liquids Handling platform, which includes 65 MBbl/d of fractionation capacity and a sizable liquids handling footprint that operates under the AltaGas and Petrogas banners.

The Midstream segment also consists of natural gas and NGL marketing business, domestic logistics, trucking and rail terminals, and approximately 3.2 million barrels of liquid storage capability through a network of underground salt caverns through the Company's Strathcona Storage JV with ATCO Energy Solutions Ltd, as well as AltaGas' 10 percent interest in the Mountain Valley Pipeline (MVP).

Corporate/Other Segment

AltaGas' Corporate/Other segment consists of the Company's corporate activities and a small portfolio of gas-fired power generation and distribution assets capable of generating 508 MW of power primarily in the state of California.

Subsidiary Entities

The businesses of AltaGas are operated by the Company and a number of its subsidiaries including, without limitation, AltaGas Services (U.S.) Inc., AltaGas Utility Holdings (U.S.) Inc., WGL Holdings, Inc. (WGL), Wrangler 1 LLC, Wrangler SPE LLC, Washington Gas Resources Corp., WGL Energy Services, Inc. (WGL Energy Services), and SEMCO Holding Corporation; in regard to the Utilities business, Washington Gas Light Company (Washington Gas), Hampshire Gas Company, and SEMCO Energy, Inc. (SEMCO); and in regard to the Midstream business, AltaGas Extraction and Transmission Limited Partnership, AltaGas Pipeline Partnership, AltaGas Processing Partnership, AltaGas Northwest Processing Limited Partnership, Harmattan Gas Processing Limited Partnership, Ridley Island LPG Export Limited Partnership, AltaGas Pacific Partnership, AltaGas LPG Limited Partnership, Petrogas Energy Corporation (Petrogas), Petrogas Holdings Partnership, and Petrogas, Inc. In the Corporate/Other segment, subsidiaries include AltaGas Power Holdings (U.S.) Inc., WGL Energy Systems, Inc. (WGL Energy Systems), and Blythe Energy Inc. (Blythe). SEMCO conducts its Michigan natural gas distribution business under the name SEMCO Energy Gas Company (SEMCO Gas). Prior to the close of the Alaska Utilities Disposition, it operated its Alaska natural gas distribution business under the name ENSTAR Natural Gas Company (ENSTAR) and its 65 percent interest in an Alaska regulated gas storage utility under the name Cook Inlet Natural Gas Storage Alaska LLC (CINGSA).

Fourth Quarter Highlights

(Normalized EBITDA, normalized funds from operations, normalized net income, and net debt are non-GAAP financial measures. Please see Non-GAAP Financial Measures section of this MD&A.)

Growth and Operational Highlights

- On December 22, 2022, Washington Gas filed an application with the Public Service Commission of the District of Columbia (PSC of DC) for the third phase of PROJECT*pipes* (PROJECT*pipes* 3), seeking approval of approximately US\$672 million for the five-year period from January 1, 2024 to December 31, 2028;
- On December 5, 2022, AltaGas announced that its Board of Directors approved a 6 percent increase to its annual common share dividends. As a result, quarterly common share dividends for the 2023 calendar year will be at the rate of \$0.28 per common share (\$1.12 per common share annually). This change will be effective for the dividend that will be paid on March 31, 2023;
- Global export volumes in the Midstream segment increased by approximately 14 percent in 2022, with export volumes averaging 101,654 Bbls/d during the year ended December 31, 2022;
- Average utilities rate base, before considering the impact of the Alaska Utilities Disposition, increased by approximately 12 percent to approximately US\$5.2 billion in 2022, compared to approximately US\$4.7 billion in 2021; and
- On December 5, 2022, AltaGas released its 2022 ESG Update, which highlights AltaGas' ongoing efforts to advance sustainability goals in the core areas of emission reductions, safety, and diversity. The update continues to show the progress made towards GHG emission reduction goals and builds upon AltaGas' aspirations with the addition of two new goals designed to broaden the diversity of perspectives within its senior leadership team beyond gender to be reflective of the breadth of diversity that exists within AltaGas' workforce and demonstrates its commitment to safety and strive towards incident-free operations.

Other Highlights

- On November 21, 2022, AltaGas announced that Randy Crawford, President and Chief Executive Officer, will retire from AltaGas in the first half of 2023 as part of a planned leadership succession process. During this period, the Board of Directors will complete its work with external advisors to evaluate internal and external candidates. Mr. Crawford will remain in his role until a successor is named.

2022 Financial Highlights

- Normalized EBITDA was \$1,537 million in 2022 compared to expected normalized EBITDA of \$1.50 to \$1.55 billion;
 - Normalized EBITDA for the Utilities segment was \$933 million in 2022 compared to expected normalized EBITDA of approximately \$900 million to \$930 million;
 - Normalized EBITDA for the Midstream segment was \$607 million in 2022, compared to expected normalized EBITDA of approximately \$600 to \$620 million;
- Income before income taxes was \$716 million in 2022 compared to \$446 million in 2021;
- Cash from operations was \$539 million (\$1.92 per share) in 2022 compared to \$738 million (\$2.64 per share) in 2021;

- Normalized funds from operations was \$1,204 million (\$4.28 per share) in 2022 compared to \$1,180 million (\$4.21 per share) in 2021;
- Net income applicable to common shares was \$399 million (\$1.42 per share) in 2022 compared to \$230 million (\$0.82 per share) in 2021; and
- Normalized net income was \$530 million (\$1.89 per share) in 2022 compared to \$481 million (\$1.72 per share) in 2021.

Highlights Subsequent to Year End

- On March 1, 2023, AltaGas closed the sale of its 100 percent interest in ENSTAR and 65 percent indirect interest in CINGSA and other ancillary operations to TriSummit Utilities for consideration of approximately US\$800 million (approximately CAD\$1.1 billion) prior to closing adjustments (the Alaska Utilities Disposition);
- In February 2023, AltaGas reached an agreement with Southern California Edison for the purchase of resource adequacy attributes from the Blythe facility for the period from January 1, 2024 through December 31, 2027. AltaGas believes this facility is important in meeting California's power needs and improving reliability on the power grid during peak demand; and
- In February 2023, AltaGas reached an agreement with an investment grade counterparty to extend the existing throughput and marketing agreement at the Ferndale LPG Export terminal by five years through 2033.

2023 Outlook

In 2023, AltaGas expects to achieve annual consolidated normalized EBITDA of approximately \$1.5 to \$1.6 billion, compared to actual normalized EBITDA of \$1.54 billion in 2022, and normalized earnings per share of approximately \$1.85 to \$2.05 per share compared to actual normalized earnings per share and net income per share of \$1.89 per share and \$1.42 per share, respectively in 2022, assuming an effective tax rate of approximately 22 percent. For the year ended December 31, 2022, income before income taxes and net income applicable to common shares were \$716 million and \$399 million, respectively.

The Utilities segment is expected to contribute approximately 57 to 61 percent of normalized EBITDA, with modest growth driven primarily by revenue growth from Virginia and District of Columbia rate cases, continued rate base growth through ongoing capital investments in accelerated replacement programs, ongoing operational cost optimization activities, and modest customer growth, partially offset by the impact of the Alaska Utilities Disposition and higher expected pension and operating costs as a result of the inflationary environment. The Midstream segment is expected to contribute approximately 39 to 43 percent of normalized EBITDA, with expected modest growth driven by higher expected global export margins, higher volumes and asset utilization at AltaGas' Northeastern B.C. (NEBC) facilities, and higher crude and NGL marketing margins and revenues. These positive factors are expected to be partially offset by the full year impact of the sale of the Aitken Creek processing facilities, lower fractionation spreads, and the absence of turnaround costs which were recovered from customers and recognized in income in 2022. Normalized EBITDA from the Corporate/Other segment, which includes AltaGas' remaining power assets, is expected to be slightly higher in 2023 mainly due to lower expected expenses related to employee incentive plans.

The expected variance in normalized earnings per share from \$1.89 per share in 2022 to approximately \$1.85 to \$2.05 per share in 2023 is expected to be primarily due to the same factors impacting normalized EBITDA, lower expected income

applicable to non-controlling interests, and lower expected preferred share dividends, partially offset by higher expected interest and income taxes in 2023 compared to 2022.

The forecasted normalized EBITDA and earnings per share include assumptions around the U.S./Canadian dollar exchange rate. Within each segment, the performance of the underlying businesses has the potential to vary. Any variance from AltaGas' current assumptions could impact the forecasted normalized EBITDA and normalized earnings per share. For further discussion of the risks impacting AltaGas please refer to the *Risk Factors* section of AltaGas' 2022 Annual Information Form, which is available on SEDAR at www.sedar.com.

AltaGas continues to focus on de-risking its business and managing direct commodity price exposure to drive predictable and durable returns. While the Company does have exposure, it plans to maintain an active hedging program that proactively hedges commodity price and spread risk to mitigate the impact of fluctuations in margins and cash flows. For 2023, AltaGas has hedged approximately 77 percent of its 2023 expected frac exposed volumes hedged at approximately US\$27/Bbl, prior to transportation costs. In addition, approximately 62 percent of AltaGas' 2023 expected global export volumes are either tolled or financially hedged with an average FEI to North American financial hedge price of approximately US\$12/Bbl for non-tolled propane and butane volumes. AltaGas is targeting to be highly hedged for the global export business through a combination of tolling agreements and financial hedges.

2023 Midstream Hedge Program	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Full Year 2023
Global Exports volumes hedged (%) ⁽¹⁾	77	71	76	25	62
Average propane/butane FEI to North America average hedge (US\$/Bbl) ⁽²⁾	13.80	11.06	10.81	21.76	12.17
Fractionation volume hedged (%) ⁽³⁾	59	82	96	72	77
Frac spread hedge rate (US\$/Bbl) ⁽³⁾	26.80	26.83	26.83	26.83	26.83

(1) Approximate expected volume hedged. Includes contracted tolling volumes and financial hedges. Based on AltaGas' internally assumed export volumes. AltaGas is hedged at a higher percentage for firmly committed volumes.

(2) Approximate average for the period. Does not include physical differential to FSK for C3 volumes. Butane is hedged as a percentage of WTI.

(3) Approximate average for the period.

Sensitivity Analysis

AltaGas' financial performance is affected by factors such as changes in commodity prices, exchange rates, and weather. The following table illustrates the approximate effect of these key variables on AltaGas' expected normalized EBITDA for 2023:

Factor	Increase or decrease	Approximate impact on normalized annual EBITDA (\$ millions)
Degree day variance from normal - Utilities ⁽¹⁾	5 percent	8
Change in Canadian dollar per U.S. dollar exchange rate	0.05	41
Propane and butane Far East Index to Mont Belvieu spread ⁽²⁾	US\$1/Bbl	22
Pension discount rate	1 percent	18

(1) Degree days – Utilities relate to SEMCO Gas, ENSTAR, and District of Columbia service areas. Degree days are a measure of coldness determined daily as the numbers of degrees the average temperature during the day in question is below 65 degrees Fahrenheit. Degree days for a particular period are the average of degree days during the prior 15 years for SEMCO Gas, during the prior 10 years for ENSTAR, and during the prior 30 years for Washington Gas.

(2) The sensitivity is net of hedges currently in place. The impact on EBITDA due to changes in the spread will vary and is being managed through an active hedging program.

Growth Capital

Based on projects currently under review, development, or construction, AltaGas expects invested capital of approximately \$1.0 billion in 2023, including approximately \$90 million of discretionary Midstream capital which was deferred from 2022 to 2023, compared to invested capital of \$1.2 billion in 2022. The decrease in expected invested capital in 2023 compared to 2022 is primarily due to the absence of cash paid to purchase the remaining equity ownership of Petrogas in the third quarter of 2022, the absence of capital expenditures related to the Alaskan Utilities due to its divestiture in the first quarter of 2023, and lower spend on system betterment at Washington Gas, partially offset by the previously mentioned deferral of certain discretionary Midstream capital to 2023, higher spend on accelerated pipe replacement programs, and higher spend on Environment, Social & Governance (ESG) initiatives. In 2022, actual 2022 invested capital of approximately \$1.2 billion was higher than previous guidance of \$995 million, primarily due to cash paid for the purchase of the remaining equity ownership of Petrogas and the impact of changes in foreign exchange rates, partially offset by the previously mentioned deferral of certain discretionary Midstream capital to 2023. The majority of 2023 capital expenditures are expected to focus on projects within the Utilities platform that are anticipated to deliver strong organic rate base growth, positive risk-adjusted returns, and safe, reliable service for customers. The Utilities segment is expected to account for approximately 73 percent of total capital expenditures, while the Midstream segment is expected to account for approximately 25 percent and the Corporate/Other segment is expected to account for any remainder. In 2023, AltaGas' capital expenditures for the Utilities segment will focus primarily on maintenance, safety, and reliability programs including system betterment, accelerated pipe replacement programs and new customer additions. In the Midstream segment, capital expenditures are anticipated to primarily relate to facility turnarounds, maintenance and administrative capital, optimization of existing assets, investment in environmental initiatives, and new business development. The Corporation continues to focus on capital efficient organic growth and disciplined capital allocation while improving balance sheet strength and flexibility.

AltaGas' 2023 committed capital program is expected to be funded through internally-generated cash flow, asset sales including the Alaska Utilities Disposition, and normal course borrowings on existing committed credit facilities.

Please refer to the *Invested Capital* and *Non-GAAP Financial Measures* sections of this MD&A for additional information on the components of AltaGas' invested capital.

Growth Capital Project Updates

The following table summarizes the status of AltaGas' significant growth projects:

Project	AltaGas' Ownership Interest	Estimated Cost ⁽¹⁾	Expenditures to Date ⁽²⁾	Status	Expected In-Service Date
Midstream Projects					
Harmattan Carbon Capture and Acid Gas Injection Well	100%	\$43 million	\$15 million	AltaGas is currently advancing an opportunity to capture up to 60,000 tonnes/year of carbon emissions at Harmattan. The project involves decommissioning Harmattan's existing sulfur plant, which significantly reduces the facility's operational complexity and extends the facility's turnaround cycle from 4 years to 5 years, which is expected to result in cost savings. Phase 1 of this project, which involves drilling an acid gas injection well, is currently underway.	Fourth quarter of 2023
Mountain Valley Pipeline (MVP)	10%	US\$352 million	US\$352 million	In the first quarter of 2022, the U.S. Fourth Circuit Court of Appeals (Fourth Circuit Court) issued separate decisions vacating and remanding, on specific issues, the U.S. Forest Service and Bureau of Land Management permits that allow the pipeline to pass through the Jefferson National Forest and the U.S. Fish and Wildlife Service Endangered Species Act Biological Opinion (Biological Opinion). Until the pipeline has a valid Biological Opinion, the Army Corps has stated they will not approve the necessary permits. On February 28, 2023, the U.S. Fish and Wildlife Service issued a revised Biological Opinion. Mountain Valley remains engaged in the permitting process with the relevant federal agencies to obtain the permits necessary to complete the project. The total project costs are expected to be US\$6.6 billion with a targeted in-service date during the second half of 2023. As of December 31, 2022, approximately 94 percent of the project is complete, which includes construction of all original interconnects and compressor stations. AltaGas' exposure is contractually capped to the original estimated contributions of approximately US\$352 million. In the fourth quarter of 2021, AltaGas impaired its equity investment in MVP to a carrying value of US\$352 million as a result of these ongoing legal and regulatory challenges. See Note 14 of the 2022 Annual Consolidated Financial Statements for additional details.	Second half of 2023
MVP Southgate Project	5%	US\$20 million	US\$4 million	MVP continues to evaluate the MVP Southgate project, including engaging in discussions with the shipper regarding options for the project and potential changes to the project design and timing in lieu of pursuing the project as originally contemplated. In the fourth quarter of 2021, AltaGas impaired its investment in the MVP Southgate project to a carrying value of \$nil as a result of these ongoing legal and regulatory challenges. See Note 14 of the 2022 Annual Consolidated Financial Statements for additional details.	Completion date under review

Project	AltaGas' Ownership Interest	Estimated Cost ⁽¹⁾	Expenditures to Date ⁽²⁾	Status	Expected In-Service Date
Utilities Projects					
Accelerated Utility Pipe Replacement Programs – District of Columbia	100%	Estimated US\$150 million over the three year period from January 2021 to December 2023, plus additional expenditures for subsequent phases upon approval.	US\$85 million ⁽³⁾	The second phase of the accelerated utility pipe replacement programs in the District of Columbia (PROJECTpipes 2) ends in December 2023. On December 22, 2022, Washington Gas filed an application with the PSC of DC for PROJECTpipes 3, seeking approval of approximately US\$672 million for the five-year period from January 1, 2024 to December 31, 2028.	Individual assets are placed into service throughout the program.
Accelerated Utility Pipe Replacement Programs – Maryland	100%	Estimated US\$350 million over the five year period from January 2019 to December 2023, plus additional expenditures for subsequent phases upon approval.	US\$282 million ⁽³⁾	The second phase of the accelerated utility pipe replacement programs in Maryland (STRIDE 2.0) ends in December 2023. On December 21, 2022, the Maryland Public Service Commission (PSC of MD) issued an Order reducing the calendar year 2023 STRIDE surcharge by 14.7 percent, consistent with the reduction in 2022. Recovery of STRIDE expenditures not included in this surcharge will be requested through the normal rate-making process.	Individual assets are placed into service throughout the program.
Accelerated Utility Pipe Replacement Programs – Virginia	100%	Estimated US\$525 million over the five year period from January 2018 to December 2022, and estimated US\$878 million over the five year period from January 2023 to December 2027, plus additional expenditures for subsequent phases upon approval.	US\$525 million ⁽³⁾	The second phase of the accelerated pipe replacement programs in Virginia (SAVE 2.0) began in January 2018. On December 1, 2021, Washington Gas filed its proposed amendment for the 2023 to 2027 SAVE Plan, proposing to invest approximately US\$889 million from 2023 to 2027 to replace higher risk pipeline and facilities in Virginia. On May 26, 2022, the Commonwealth of Virginia State Corporation Commission (SCC of VA) approved the proposed amendment with a total five-year spending cap of approximately US\$878 million, which may be exceeded by up to 5 percent.	Individual assets are placed into service throughout the program.
Accelerated Mains Replacement and Infrastructure Reliability Improvement Programs – Michigan	100%	Estimated US\$115 million over five year period from 2021 to 2025, plus additional expenditures for subsequent phases upon approval.	US\$40 million ⁽³⁾	A new Main Replacement Program (MRP) was agreed to in SEMCO's last rate case settled in December 2019. The new five-year MRP program began in 2021 with a total spend of approximately US\$60 million. In addition to the new MRP program, SEMCO was also granted a new Infrastructure Reliability Improvement Program (IRIP), which is also a five-year program with a total spend of approximately US\$55 million beginning in 2021.	Individual assets are placed into service throughout the program.

(1) These amounts are estimates and are subject to change based on various factors. Where appropriate, the amounts reflect AltaGas' share of the various projects.

(2) Expenditures to date reflect total cumulative capital expenditures incurred from inception of the projects to December 31, 2022.

(3) The utility accelerated replacement programs are long-term projects with multiple phases for which expenditures are approved by the regulators and managed in multi-year increments. Expenditures to date only include amounts for the current programs described above, and exclude any expenditures made under prior increments of the programs. Actual regulatory filings may differ from reported amounts.

Utilities

Description of Assets

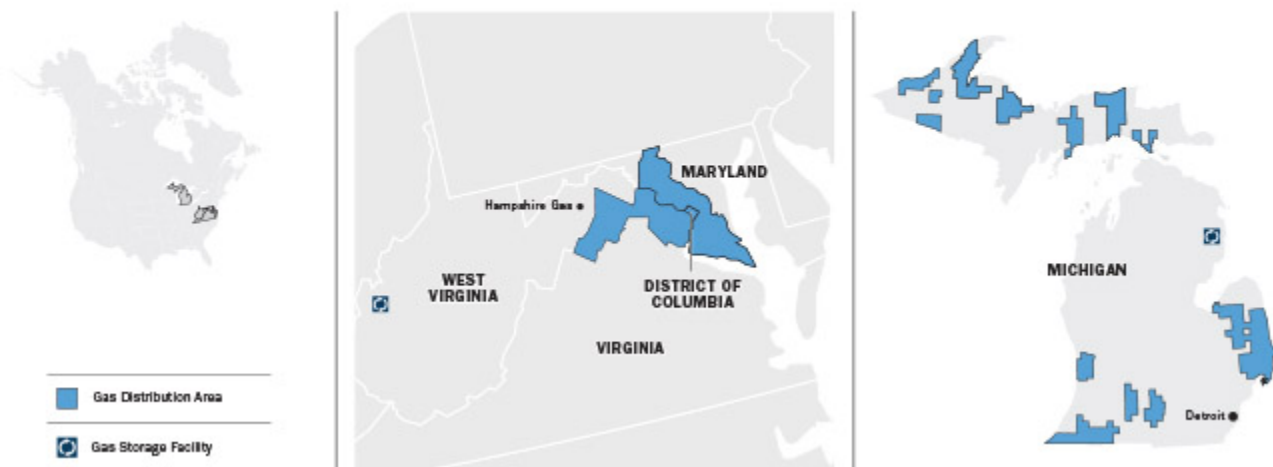
AltaGas owns and operates utility assets that store and deliver natural gas to end-users in Virginia, Maryland, Michigan, and the District of Columbia. Prior to the close of the Alaska Utilities Disposition, AltaGas' Utilities served approximately 1.7 million customers in 2022 with a combined average 2022 rate base of approximately US\$5.2 billion.

The Utilities are underpinned by regulated returns and regulatory regimes that generally provide stable earnings and cash flows. The Utilities segment enhances the diversification of AltaGas' portfolio of energy infrastructure assets and strengthens the Corporation's business profile, thus allowing the Corporation to meet its objective of operating a diversified low-risk, high-growth energy infrastructure business that is focused on delivering resilient and durable value for its stakeholders with long-life assets.

Subsequent to the Alaska Utilities Disposition, the Utilities segment includes:

- Washington Gas in Virginia, Maryland, and the District of Columbia;
- Hampshire, providing regulated interstate natural gas storage to Washington Gas;
- SEMCO Gas in Michigan; and
- WGL's Retail Marketing business, which sells power and natural gas directly to residential, commercial, and industrial customers in Maryland, Virginia, Delaware, Pennsylvania, Ohio, and the District of Columbia.

Utilities



All of AltaGas' regulated Utilities are allowed the opportunity to earn regulated returns. This return on rate base is composed of regulator-allowed financing costs and return on equity (ROE). If actual costs are different from those recoverable through approved rates, the utility bears the risk of this difference other than for certain costs that are subject to deferral treatment.

Earnings in the Utilities segment are seasonal, as revenues are primarily based on the demand for space heating in the winter months, mainly from November to March. Costs, on the other hand, are generally incurred more uniformly over the year. This typically results in stronger first and fourth quarters and weaker second and third quarters. In Michigan and the District of Columbia, earnings can be impacted by variations from normal weather resulting in delivered gas volumes being different than

anticipated. Increases in the number of customers or changes in customer usage are other factors that might typically affect delivered volumes, and hence actual earned returns for the Utilities segment. In Virginia and Maryland, Washington Gas has billing mechanisms in place which are designed to eliminate or mitigate the effects of variance in customer usage caused by weather and other factors such as conservation.

Washington Gas

Washington Gas is a regulated public utility that has been engaged in the natural gas distribution business since 1848 and provides regulated gas distribution services to end users in Virginia, Maryland, and the District of Columbia. At the end of 2022, Washington Gas had approximately 1.2 million customers, of which approximately 94 percent were residential. The number of customers at Washington Gas increased approximately 1 percent in 2022. The average rate base for the year ended December 31, 2022 was approximately US\$4.0 billion. At the end of 2022, the approved regulated ROE for Washington Gas in its various jurisdictions ranged from 9.2 - 9.7 percent based on an equity ratio ranging from 52.0 - 53.5 percent.

Washington Gas is regulated by the PSC of DC, the PSC of MD, and the SCC of VA, which approve its terms of service and the billing rates that it charges to customers. The rates charged to Utilities customers are designed to recover Washington Gas' operating expenses and natural gas commodity costs and to provide a return on its investment in the net assets used in its firm gas sales and delivery service.

Washington Gas has accelerated pipe replacement programs in place in each of its three jurisdictions. Washington Gas accelerates pipe replacement in order to reduce risk and further enhance the safety and reliability of the pipeline system. Each regulatory commission having jurisdiction over Washington Gas' retail rates has approved accelerated replacement programs with an associated surcharge mechanism to recover the cost, including a return, on those capital investments. In contrast to the traditional rate-making approach to capital investments, for the accelerated pipe replacement programs, Washington Gas is receiving recovery for these investments through the approved surcharges for each program and is authorized to invest in each of these programs over a three- to five-year period.

Washington Gas' customers are eligible to purchase their natural gas from unregulated third-party marketers through natural gas unbundling. As at December 31, 2022, approximately 14 percent of its customers have chosen to purchase gas from marketers. This does not negatively impact Washington Gas' net income as the Corporation does not earn a margin on the sale of natural gas to firm customers, but only from the delivery and distribution of the gas.

Washington Gas obtains natural gas supplies that originate from multiple regions throughout the United States. At December 31, 2022, it had service agreements with four pipeline companies that provided firm transportation and storage services with contract expiration dates ranging from 2023 to 2044. Washington Gas has also contracted with various interstate pipeline and storage companies to add to its storage and transportation capacity. Washington Gas, under its asset optimization program, makes use of storage and transportation capacity resources when those assets are not required to serve utility customers. The objective of this program is to derive a profit to be shared with its utility customers. These profits are earned by entering into commodity-related physical and financial contracts with third parties.

Hampshire

Hampshire owns underground natural gas storage facilities, including pipeline delivery facilities located in and around Hampshire County, West Virginia, and operates these facilities to serve Washington Gas. Hampshire is regulated by the FERC. Washington Gas purchases all of the storage services of Hampshire, and includes the cost of the services in the commodity cost of its regulated energy bills to customers. Hampshire operates under a "pass-through" cost-of-service based tariff approved by FERC.

SEMCO Gas

SEMCO owns and operates a regulated natural gas distribution utility in Michigan operating under the name SEMCO Gas and has an interest in a regulated natural gas storage facility in Michigan. At the end of 2022, SEMCO Gas had approximately 320,000 regulated customers. Of these customers, approximately 92 percent were residential. In 2022, SEMCO Gas experienced customer growth of approximately 1 percent reflecting growth in the franchise areas and customer conversions with the favourable price of natural gas compared to other heating sources. The average 2022 rate base was approximately US\$846 million. In 2022, the approved regulated ROE for SEMCO Gas was 9.87 percent with an approved capital structure based on 45.86 percent equity, inclusive of the impact of deferred income tax.

SEMCO Gas is regulated by the Michigan Public Service Commission (MPSC). It operates under cost-of-service regulation and utilizes actual results from the most recently completed fiscal year along with known and measurable changes in its application for new rates.

SEMCO Gas has an Accelerated MRP surcharge to recover a stated amount of accelerated main replacement capital expenditures in excess of what is authorized in its current base rates. For the years 2021 to 2025, the anticipated annual average capital spending is approximately US\$12 million. Any MRP revenue associated with unspent capital will be placed into a regulatory liability account to be addressed in the next general rate base case. Additionally, a new IRIP was approved in the 2019 rate case, pursuant to which SEMCO Gas will complete certain projects totaling US\$55 million to improve the reliability of infrastructure. Customers were billed a surcharge beginning in 2021 for the IRIP.

ENSTAR and CINGSA

In the second quarter of 2022, AltaGas entered into an agreement to sell its Alaskan Utilities pursuant to the Alaska Utilities Disposition. The transaction closed on March 1, 2023 and included AltaGas' 100 percent interest in ENSTAR, the 65 percent indirect interest in CINGSA, and other ancillary operations.

Retail Energy Marketing

The U.S. retail gas marketing business sells natural gas directly to residential, commercial, and industrial customers in Maryland, Virginia, Delaware, Pennsylvania, and the District of Columbia.

The U.S. retail power marketing business sells power to end users in Maryland, Delaware, Pennsylvania, Ohio, and the District of Columbia. This area is served by the PJM Interconnection (PJM), a regional transmission organization that regulates and coordinates generation supply and the wholesale delivery of electricity in these states and jurisdictions.

Natural gas and electricity are purchased with the objective of earning a profit through competitively priced sales contracts with end users. Requirements to serve retail customers is closely matched with commitments for deliveries, and thus, a secured supply arrangement expiring in March 2024 has been entered into with Shell Energy North America (US), L.P, which reduces credit requirements.

Capitalize on Opportunities

While providing safe and reliable service, AltaGas pursues opportunities in the Utilities segment to deliver value to its customers while enhancing long-term shareholder returns. The Corporation's objectives are to:

- Ensure safe, reliable operations and infrastructure, providing effective and cost-efficient service for customers;

- Upgrade the Utilities platform to enhance the customer value proposition, drive better stakeholder outcomes and deliver improved environmental benefits;
- Enhance returns, capital efficiency, and more timely recovery of expenditures through rate cases and increased utilization of accelerated rate recovery programs;
- Enhance and grow the business through asset optimization, cost reduction initiatives, and operational efficiencies to reduce costs and deliver an improved customer experience;
- Improve business processes and drive down leak remediation costs, reinvesting savings into improving the customer experience;
- Provide better stakeholder outcomes and environmental benefits by focusing on accelerated pipelines replacement and network upgrades which provides optionality for blending of additional cleaner burning fuels;
- Invest in opportunities that reflect the emerging lower carbon ecosystem and shifts in the market;
- Pursue Renewable Natural Gas (RNG) investments through local interconnection opportunities;
- Attract and retain customers through exceptional customer service;
- Continue to grow the consolidated Utilities rate base, with anticipated rate base growth of up to eight to ten percent annually through 2027, excluding the impact of the Alaska Utilities Disposition;
- Focus on ensuring energy affordability and acting in the best interests of customers during periods of higher commodity prices and inflation; and
- Maintain strong relationships with local communities, Indigenous peoples, governments, and regulatory bodies while ensuring appropriate returns to shareholders.

AltaGas expects to grow its existing utility infrastructure through continued investment and capital improvements in franchise areas, which will result in rate base growth and continued customer growth including the conversion of users of alternative energy sources to natural gas. AltaGas' utilities have had annual rate base growth averaging approximately 10 percent over the past three years after adjusting for the impact of foreign exchange translation and before considering the impact of asset sales. The growth in rate base is a result of prudent investments in current areas of operations, and the addition of new customers. Customer growth rates for AltaGas' utilities are moderate, as is typical with mature utilities, with growth rates generally tied closely to the economic growth of the respective franchise regions.

Midstream

Description of Assets

AltaGas' Midstream segment is a leading North American platform that connects customers and markets. From wellhead to tidewater and beyond, the Company is focused on providing its customers with safe and reliable service and connectivity that facilitates the best outcomes for their businesses. This includes global market access for North American LPGs, which provides North American producers and aggregators with attractive netbacks for propane and butane while delivering diversity of supply and supporting stronger energy security in Asia.

AltaGas' Midstream platform is heavily focused on the Montney resource play in Northeastern B.C. and centers around global exports, which is where the Company believes the market is headed for resource development over the long-term. AltaGas also operates a broader set of midstream infrastructure assets across the WCSB and select regions in the U.S., which are all focused on connecting customers and markets in the most efficient manner possible.

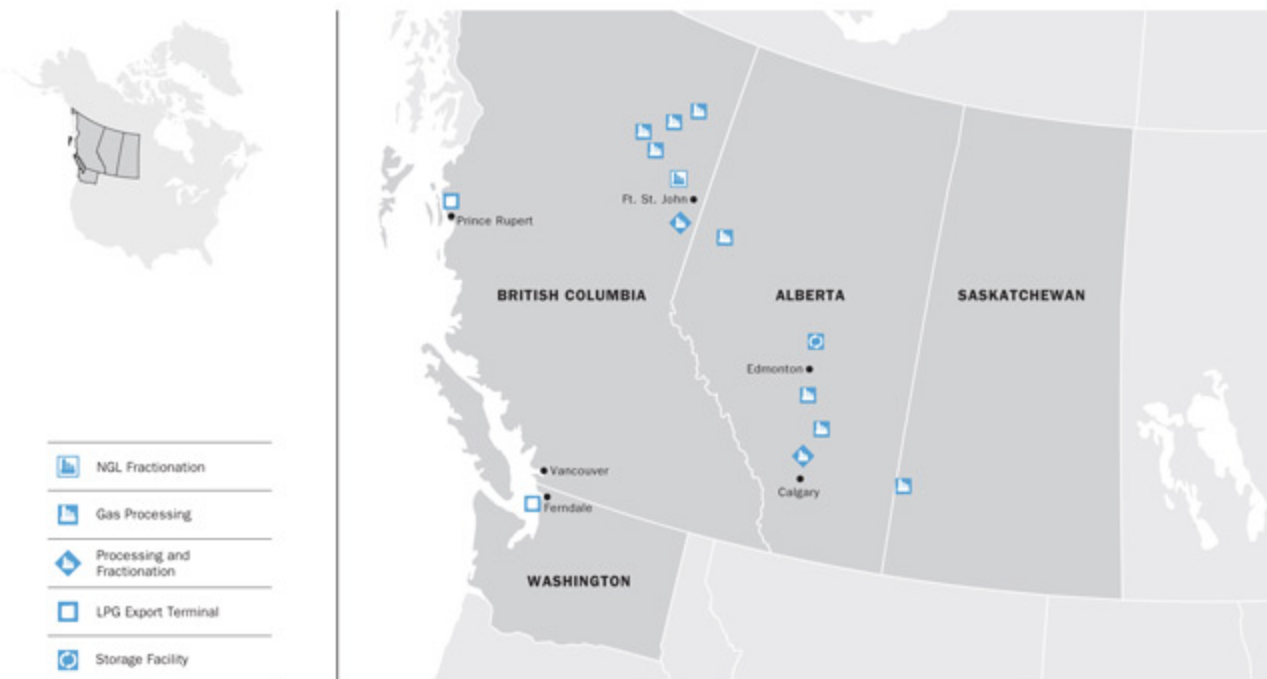
There are three core pillars to AltaGas' Midstream platform that are integral to each other and facilitate the Company's wellhead to tidewater and beyond value chain. These include:

- Global Exports, which includes AltaGas' two LPG export terminals where the Company has capacity to export up to 150,000 Bbl/d of propane and butane to key markets in Asia;
- Natural Gas Gathering, Processing and Extraction, which includes 1.2 Bcf/d of extraction processing capacity and approximately 1.1 Bcf/d of raw field gas processing capacity, which is heavily focused on the Montney; and
- Fractionation and Liquids Handling platform, which includes 65 MBbl/d of fractionation capacity and a sizable liquids handling footprint.

The Midstream segment also consists of natural gas, crude oil, and NGL marketing business, domestic logistics, trucking and rail terminals, and approximately 3.2 million barrels of liquid storage capability through a network of underground salt caverns through the Company's Strathcona Storage Joint Venture with ATCO Energy Solutions Ltd, as well as AltaGas' 10 percent interest in the MVP.

The Midstream segment includes expansion projects under development or construction, as discussed under the *Growth Capital* section of this MD&A.

Midstream



Global Exports

AltaGas' global export assets include the Company's RIPET and Ferndale export terminals, which are located in Northern B.C. and Washington State, respectively. These terminals facilitate North American producers and aggregators to access global markets and provides incremental opportunities for improved price realization for propane and butane production. Between the two facilities, AltaGas has the ability to ship in excess of 150,000 Bbl/d.

RIPET commenced commercial operations on May 23, 2019, with the first propane shipment departing from the terminal to Asia. RIPET has storage of 600,000 Bbls and throughput capacity of up to 80,000 Bbls/d at the terminal. As AltaGas builds on the Company's operational capabilities and continues to align with leading North American producers and global customers in Asia through long-term tolling agreements, it expects to continue to increase throughput from RIPET. On August 21, 2020, AltaGas was granted an additional 25-year license to export an additional 46,000 bbl/d of propane to North American and global markets, bringing its aggregate propane export capacity under 25-year export licenses to 92,000 Bbls/d. For 2023, AltaGas has in place agreements for the purchase of approximately 60 percent of the propane expected to be shipped from RIPET. The RIPET dock offers deep draft, sufficient to accommodate loading VLGCs.

AltaGas also operates the Ferndale LPG terminal, which is capable of loading VLGCs, has 800,000 Bbls of on-site storage, and can flow approximately 75,000 Bbls/d. Located approximately 100 miles north of Seattle, the terminal is also pipeline connected to two regional refineries, providing additional supply, sales, and fee-for-service opportunities for the facility. For 2023, AltaGas has in place agreements for propane and butane offtake volumes for the purchase of approximately 60 percent of the product expected to be shipped from the Ferndale terminal.

On June 23, 2022, the Canada Energy Regulator approved AltaGas' application for a 25-year export license for an additional 46,000 (40,000 Bbls/d plus 15 percent tolerance) Bbls/d of butane. The license will allow AltaGas to export additional Canadian butane volumes through non-seaborne exports into the U.S. via rail, including deliveries to the Company's Ferndale export terminal in Washington State, and potentially the seaborne exports from Ridley Island in British Columbia over the long-term.

On July 5, 2022, AltaGas closed the purchase of the remaining 25.97 percent equity ownership of Petrogas from Idemitsu Canada Corporation, with AltaGas now owning 100 percent of Petrogas. Refer to Note 3 of the 2022 Annual Consolidated Financial Statements for additional details.

Natural Gas Gathering, Processing and Extraction

Gas processing activities are comprised of gathering systems that move raw natural gas and NGLs from producing wells to processing facilities, where impurities and certain hydrocarbon components are removed, and the product moves down the energy value chain. The gas is then compressed to meet downstream pipelines' operating specifications for transportation to North American natural gas markets. All of AltaGas' processing facilities are capable of extracting NGLs and converting the throughput into usable products. The facilities provide revenues based on take-or-pay contracts and fee-for-service arrangements with its customers, with the latter based on volumes processed. A significant portion of AltaGas' Midstream contracts flow the Company's operating costs through to the producers. AltaGas' processing infrastructure includes:

- The Townsend facility, a 550 Mmc/d gas processing facility, along with the related egress pipelines, truck terminal, and NGL treatment infrastructure (the Townsend complex), which is wholly owned and operated by AltaGas. The majority of the processing capacity is contracted with Montney producers in the area under long-term take-or-pay agreements. In the second quarter of 2020, Townsend 2B and a gas gathering pipeline that connects upstream fields to AltaGas facilities were commissioned, which added 198 Mmc/d C3+ deep cut gas processing capacity at the Townsend Complex;
- The Gordondale facility, which has licensed capacity of 150 Mmc/d of natural gas and is wholly owned and operated by AltaGas. The Gordondale facility processes gas gathered from Birchcliff Energy Ltd.'s Gordondale Montney development under a long-term take-or-pay contract. The plant is equipped with liquids extraction facilities to capture the NGL value for the producer;
- The Blair Creek facility, which has licensed capacity of 120 Mmc/d of natural gas and is wholly owned and operated by AltaGas. The facility processes gas gathered from producers in the area. The plant is equipped with liquids extraction facilities to capture the NGL value for the producer;
- The Harmattan facility, which has a natural gas processing capacity of 490 Mmc/d and is wholly owned and operated by AltaGas. Harmattan's natural gas processing consists of sour gas treating, co-stream straddle processing, and NGL extraction. In addition, Harmattan has fractionation and terminalling facilities (see *Fractionation and Liquids Handling* section below); and
- Interests in four NGL extraction plants with net licensed inlet capacity of 1.0 Bcf/d. The extraction plants consist of Edmonton Ethane Extraction Plant (EEEP), Joffre Ethane Extraction Plant (JEEP), Pembina Empress Extraction Plant (PEEP), and the Younger Extraction Plant (Younger). The extraction assets provide stable fixed-fee or cost-of-service type revenues and margin based revenues. The natural gas supply to EEEP, JEEP, and PEEP depends on natural gas demand pull from residential, commercial and industrial usage inside and outside of Western Canada, and gas liquids demand pull from the Alberta petrochemical market and propane heating. Natural gas supply to Younger is dependent on the amount of raw natural gas processed at the McMahon gas plant, which is based on the robust natural gas producing region of NEBC.

On April 12, 2022, AltaGas closed the sale of its interest in the Aitken Creek processing facilities. The disposition was triggered as a result of the operator of the facilities exercising a purchase option. Refer to Note 4 of the 2022 Annual Consolidated Financial Statements for additional details.

Fractionation and Liquids Handling

Fractionation production is a function of NGL mix volumes processed, liquids composition, recovery efficiency of the plants, and plant on-line time. Due to the integration and inter-connectivity of AltaGas' Midstream assets, the fractionation and liquids handling activities provide integral services to the other Midstream businesses and customers by providing access to high value NGL products with access to North American and global markets through rail networks, pipelines, RIPET, and Ferndale.

AltaGas' liquids handling infrastructure consists of NGL pipelines, treating, storage, truck, and rail terminal infrastructure centered around AltaGas' key Midstream operating assets at RIPET, Ferndale, Harmattan and, in NEBC, Townsend and North Pine. AltaGas' fractionation and liquids handling business also includes terminals, wellsite fluids and fuels, and trucking.

AltaGas' fractionation and liquids handling infrastructure includes:

- The North Pine facility, which is the only custom fractionation plant in British Columbia, providing area producers with a lower cost, higher netback alternative for their NGLs than transporting and fractionating in Edmonton, Alberta. The first train of the North Pine facility is capable of processing up to 10,000 Bbls/d of NGL mix. The second train, commissioned in the first quarter of 2020, provides an additional 10,000 Bbls/d of NGL mix. The North Pine facility is connected to the Townsend truck terminal via the North Pine pipelines, to the Tourmaline Gundy facility, and also has access to the Canadian National (CN) rail network, allowing the transportation of propane, butane, and condensate to North American markets and propane to global markets via RIPET and butane via Ferndale;
- The Harmattan gas processing complex, which has NGL fractionation capacity of 35,000 Bbls/d, a 450 Bbls/d capacity frac oil processing facility, and a 200 tonnes/d capacity industrial grade carbon dioxide (CO₂) facility. Harmattan is the only deep-cut and full fractionation plant in its operating area;
- Younger, which has fractionation capacity of 19,500 Bbls/d (9,750 Bbls/d net) and is operated by Pembina. AltaGas has a 50 percent interest in Younger's fractionation, storage, loading, treating, and terminalling of NGL. The remaining interest is held by Pembina;
- A network of NGL pipelines in the NEBC area that connects upstream gas plant producers to the AltaGas North Pine facility. The NEBC NGL pipelines consist of three liquids egress lines. The third line, which connects the Townsend facility to the Townsend truck terminal on the Alaska Highway (30 km) and AltaGas' North Pine facility (70 km), was commissioned in the third quarter of 2020;
- NGL and spec propane lines that connect the Townsend complex in the North, to the Aitken Creek facilities through the 60 km Aitken Connector NGL pipeline, Canadian Natural Resources Limited's Nig plant through a lateral, and to the Tourmaline Gundy facility in the West, through a 15 km spec propane line were all commissioned in the first half of 2020;
- A rail logistics network consisting of approximately 4,600 rail cars that AltaGas manages to support LPG and NGL handling;
- AltaGas' terminals and storage business, which provides support to the LPG exports and distribution business by providing the ability to source, transport, process, store, and deliver products through strategically located fixed assets throughout North America. In addition, the terminals business provides various storage and handling services to third-party customers through take-or-pay and fee-for-service agreements, which provide earnings stability through volatile commodity price environments. The terminals business consists of strategically located crude and NGL assets which provide storage, blending, rail, and truck logistical support and waterborne LPG export capabilities. AltaGas'

terminal business includes Griffith LPG Terminal, which is capable of handling approximately 12,000 Bbls/d of NGLs, 700,000 barrels of underground cavern storage, and up to 220 railcars rail siding capacity; the Strathcona Storage JV, which consists of five underground storage salt caverns that have a combined storage capacity of approximately 3,215,500 Bbls; the Fort Saskatchewan facility, which is equipped with truck and rail loading and offloading infrastructure, providing 25,000 Bbls/d of throughput capacity, rail siding capacity for up to 265 railcars, and on-site tank storage for 180,000 Bbls; and Sarnia Storage and Crude Oil Terminal JV agreement, which provides up to 2.1 million barrels of crude oil and refined product storage capacity with outbound throughput supported by 10,000 Bbls/d of rail loading capacity. The right to access the terminal assets under the joint venture arrangement have been recorded as a lease by AltaGas;

- Terminal demand is supported through various long-term purchase agreements with Canadian and U.S. suppliers, primarily from key Northern British Columbia and Alberta gathering facilities and select U.S. producing regions, including the Bakken in North Dakota. AltaGas also maintains service agreements with numerous Tier 1 rail providers in order to leverage existing rail networks and secure competitively priced LPGs across North America;
- 50 percent ownership of the 6.4 GJ Sarnia natural gas storage facility, which is connected to the Dawn Hub in Eastern Canada;
- Three primary trucking entities which AltaGas operates, providing transportation related services within the WCSB and the Pacific Northwest in the U.S. by hauling frac fluid, produced water, crude oil, and NGLs between producers, terminals, customers and end users; and
- Enerchem International Inc., a wholly owned subsidiary of AltaGas, is a Canadian corporation which focuses on the production of drilling and wellsite fluids and consumer fuels. Through the fractionation of crude oil feedstock, Enerchem produces and distributes proprietary hydrocarbon fluids for fracturing and drilling of oil and gas wells to improve productivity and to resolve oilfield production challenges for downstream producers. Enerchem operates two primary facilities located in Sundre and Slave Lake, Alberta, which are capable of processing over 1.5 million barrels of finished products per year. These plants are supported by various ancillary storage and distribution facilities located across the WCSB, providing over 150,000 barrels of storage capacity, strategically placed within the vicinity of active drilling regions.

Energy Services

In addition to supporting the other Midstream activities within AltaGas, the logistics business identifies opportunities to buy and resell NGLs for producers, and exchange, reallocate or resell pipeline and storage capacity to earn a profit. Net revenues from these activities are derived from low risk opportunities based on transportation cost differentials between pipeline systems and differences in commodity prices from one period to another. Margins are earned by locking in buy and sell transactions in compliance with AltaGas' credit and commodity risk policies. AltaGas also provides energy procurement services for utilities gas users and manages the third-party pipeline transportation requirements for many of its gas marketing customers.

AltaGas' marketing business is focused on the purchase, sale, exchange, and distribution of NGLs and crude oil, primarily in proximity to its strategically owned and leased asset base. By leveraging AltaGas' fully integrated infrastructure base and extensive logistical capabilities, the marketing team is able to source competitively priced supply at the key hubs and across various hydrocarbon basins in order to capture arbitrage opportunities derived through regional pricing differentials. Marketing efforts are driven by two primary focuses: 1) domestic NGL and crude oil wholesale, and 2) LPG waterborne exports. AltaGas supports its distribution efforts by maintaining an extensive leased rail fleet. Leases are on a full-service basis and are established on a staggered maturity schedule with multiple lessors to ensure railcar integrity and up-to-date DOT classification.

Pipeline Investments

AltaGas has a 10 percent equity interest in the MVP. The proposed pipeline is planned to transport approximately 2.0 Bcf/d of natural gas. In April 2018, AltaGas entered into a separate agreement to acquire a 5 percent equity interest in a lateral project to build an interstate natural gas pipeline (MVP Southgate) which would receive natural gas from MVP. Due to ongoing legal and regulatory challenges, the targeted in-service date for MVP is the second half of 2023 while the completion date for MVP Southgate is currently being reassessed.

Harmattan Carbon Capture and Acid Gas Injection Well

AltaGas is currently advancing an opportunity to capture up to 60,000 tonnes/year of carbon emissions at Harmattan. The project involves decommissioning Harmattan's existing sulfur plant, which significantly reduces the facility's operational complexity and extends the facility's turnaround cycle from 4 years to 5 years, which is expected to result in cost savings. Phase 1 of this project, which involves drilling an acid gas injection well, is currently underway.

Capitalize on Opportunities

To take advantage of opportunities, including the continued Montney LPG growth and the increasing Asian demand for LPG, AltaGas plans to grow its Midstream business by expanding and optimizing strategically-located assets as well as its global export platform. New infrastructure consists of larger scale facilities supporting the vast reserves in North America and growing the footprint and integration of AltaGas' existing assets. While providing safe and reliable service, AltaGas pursues opportunities in the Midstream segment to deliver value to its customers while enhancing long-term shareholder value. The Corporation's objectives are to:

- Maximize and grow the unique structural advantage within AltaGas' integrated platform in the Montney region, leveraging RIPET/Ferndale and the integrated value chain to attract volumes;
- Increase utilization and export volumes, optimize commercial and operational capability at RIPET and Ferndale, and continue to build on export competency while positioning the platform to export additional lower carbon fuels;
- Provide a fully-integrated Midstream service offering including natural gas gathering, processing and NGL extraction, fractionation, liquids handling, and transportation and marketing services to customers across the energy value chain, with higher producer netbacks resulting from global export access to higher value global markets, including Asia;
- Advance emissions intensity reduction plans and targets;
- Advance alternative fuels opportunities and new growth initiatives that are within AltaGas' core markets and competencies;
- Maintain strong relationships with Indigenous peoples, regulators, customers, partners, and service providers;
- Optimize existing rail infrastructure to gain scale and efficiencies;
- Increase utilization and throughput at existing facilities while maintaining top tier operating costs, high reliability and NGL recovery, highly efficient business administration, and effective safety and environmental programs;
- Mitigate commodity risk through tolling agreements and effective hedging and risk management programs;
- Mitigate volume risk through contractual structures, redeployment of equipment, and expansion of geographic reach; and
- Mitigate counterparty risk through customer base growth and diversification.

Corporate/Other

Description of Assets

In addition to Corporate activities and assets, AltaGas' Corporate/Other segment includes 508 MW of operational gross capacity from remaining natural gas-fired and distributed generation power assets. Specifically, the most significant remaining power asset in the Corporate/Other segment is the Blythe Energy Center (Blythe), a natural gas-fired plant in California with 507 MW of generating capacity.

The Blythe Energy Center utilizes gas-fired generation to produce power and serves the transmission grid operated by the California Independent System Operator (CAISO) to cover periods of high demand primarily driven by the Los Angeles area. Due to the structure of the long-term Power Purchase Arrangement (PPA) with Southern California Edison (SCE), the majority of the revenue from the facility is derived from being available to produce and not from actual production, which reduces risk and provides stable cash flow. The facility is directly connected to an El Paso Gas Company natural gas pipeline for its primary supply and a Southern California Gas Company pipeline as a secondary supply source, and interconnects to SCE and CAISO via a 67-mile transmission line also owned by Blythe and is part of the Blythe Energy Center. In 2019, AltaGas announced the successful recontracting of the Blythe facility to SCE. With the approval of the PPA with SCE received by the California Public Utilities Commission in January 2020, Blythe is contracted under a PPA until December 31, 2023. Under the tolling agreement, SCE has exclusive rights to all capacity, energy, ancillary services, and resource adequacy benefits during the PPA term. In February 2023, AltaGas reached an agreement with Southern California Edison for the purchase of resource adequacy attributes from the Blythe facility for the period from January 1, 2024 through December 31, 2027. AltaGas believes this facility is important in meeting California's power needs and improving reliability on the power grid during peak demand.

In the first quarter of 2022, AltaGas closed the sale of a 60 MW stand-alone energy storage development project in Goleta, California. Refer to Note 4 of the 2022 Annual Consolidated Financial Statements for additional details.

Consolidated Financial Review

(\$ millions, except where noted)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Revenue	3,898	3,140	14,087	10,573
Normalized EBITDA ⁽¹⁾⁽²⁾	454	334	1,537	1,472
Income (loss) before income taxes	78	(162)	716	446
Net income (loss) applicable to common shares	54	(156)	399	230
Normalized net income ⁽¹⁾⁽²⁾	178	99	530	481
Total assets	23,965	21,593	23,965	21,593
Total long-term liabilities	12,940	11,335	12,940	11,335
Invested capital ⁽¹⁾	326	253	1,233	798
Cash flows used in investing activities	(336)	(241)	(997)	(483)
Dividends declared ⁽³⁾	75	71	298	281
Cash from (used by) operations	(289)	(157)	539	738
Normalized funds from operations ⁽¹⁾⁽²⁾	371	280	1,204	1,180
Normalized effective income tax rate (%) ⁽¹⁾⁽²⁾	21.5	25.3	20.2	22.4
Effective income tax rate (%)	15.4	17.9	20.0	23.8

(\$ per share, except shares outstanding)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Net income (loss) per common share - basic	0.19	(0.56)	1.42	0.82
Net income (loss) per common share - diluted	0.19	(0.56)	1.41	0.82
Normalized net income - basic ⁽¹⁾⁽²⁾	0.63	0.35	1.89	1.72
Normalized net income - diluted ⁽¹⁾⁽²⁾	0.63	0.35	1.87	1.71
Dividends declared ⁽³⁾	0.27	0.25	1.06	1.00
Cash from (used by) operations	(1.02)	(0.56)	1.92	2.64
Normalized funds from operations ⁽¹⁾⁽²⁾	1.32	1.00	4.28	4.21
Shares outstanding - basic (millions)				
During the period ⁽⁴⁾	282	280	281	280
End of period	282	280	282	280

(1) Non-GAAP financial measure; see discussion in the *Non-GAAP Financial Measures* section of this MD&A.

(2) In the third quarter of 2022, Management changed AltaGas' non-GAAP policy to remove normalization adjustments relating to acquired contingencies. Prior periods have been restated to reflect this change. Please refer to the *Non-GAAP Financial Measures* section of this MD&A for additional details.

(3) Effective March 31, 2022, common share dividends are declared and paid on a quarterly basis. The dividend declared each quarter is \$0.265 per share beginning March 31, 2022, which represents a 6 percent increase on an annual basis from the previous monthly dividends declared of \$0.0833 per share beginning December 2020. On December 5, 2022, AltaGas announced that its Board of Directors approved a 6 percent increase to its annual common share dividends for 2023, which equates to a quarterly dividend rate of \$0.28 per common shares, effective March 31, 2023.

(4) Weighted average.

Three Months Ended December 31

Normalized EBITDA for the fourth quarter of 2022 was \$454 million, compared to \$334 million for the same quarter in 2021. Factors positively impacting normalized EBITDA included higher earnings at the extraction facilities driven by higher frac spreads, higher earnings from the export facilities driven by strong volumes and higher propane margins (inclusive of hedges), which were partially offset by lower Asian-to-Canadian butane spreads and elevated rail and freight logistics costs. Utility results were also positively impacted by an increase in asset optimization activities at Washington Gas, the impact of Washington Gas' Virginia rate case, and colder weather in Michigan and the District of Columbia. Factors negatively impacting AltaGas' normalized EBITDA in the fourth quarter of 2022 included higher operating and administrative expenses at the utilities, lower margins from the crude marketing business, and the impact of the sale of AltaGas' interest in the Aitken Creek

processing facilities in the second quarter of 2022. For the three months ended December 31, 2022, the average Canadian/U.S. dollar exchange rate increased to 1.36 from an average of 1.26 in the same quarter of 2021, resulting in an increase in normalized EBITDA of approximately \$20 million.

Income before income taxes for the fourth quarter of 2022 was \$78 million, compared to loss of \$162 million for the same quarter in 2021. The increase was mainly due to the same previously referenced factors impacting normalized EBITDA and the absence of the impairment on MVP recorded in the fourth quarter of 2021, partially offset by higher unrealized losses on risk management contracts and higher interest expense. Net income applicable to common shares for the fourth quarter of 2022 was \$54 million (\$0.19 per share), compared to a loss of \$156 million (\$0.56 per share) for the same quarter in 2021. The increase was primarily due to the same previously referenced factors impacting income before income taxes, partially offset by higher income tax expense.

Normalized funds from operations for the fourth quarter of 2022 was \$371 million (\$1.32 per share), compared to \$280 million (\$1.00 per share) for the same quarter in 2021. The increase was mainly due to the same previously referenced factors impacting normalized EBITDA, partially offset by higher interest expense and higher current tax expense.

Cash used by operations for the fourth quarter of 2022 was \$289 million (\$1.02 per share), compared to \$157 million (\$0.56 per share) for the same quarter in 2021. The increase was mainly due to unfavourable variances in the net change in operating assets and liabilities, primarily as a result of higher commodity prices, partially offset by higher net income after taxes (after adjusting for non-cash items). Please refer to the *Liquidity* section of this MD&A for further details on the variance in cash from operations.

In the fourth quarter of 2022, AltaGas recorded pre-tax provisions on assets of approximately \$6 million (\$5 million after-tax) primarily related to the abandoned Alton natural gas storage project as a result of updated reclamation cost estimates. In the fourth quarter of 2021, AltaGas recorded pre-tax losses on dispositions of assets of approximately \$1 million related to minor Midstream asset sales. In addition, in the fourth quarter of 2021, AltaGas recorded pre-tax provisions on assets of approximately \$6 million (\$2 million after-tax), primarily related to non-core development stage Midstream projects that were no longer being developed and the Parks at Walter Reed thermal plant in Washington, D.C. In the fourth quarter of 2021, AltaGas also recorded pre-tax provisions on equity investments of approximately \$271 million (\$209 million after-tax), related to its investment in MVP.

Operating and administrative expense for the fourth quarter of 2022 was \$396 million, compared to \$403 million for the same quarter in 2021. The decrease was mainly due to the favourable resolution of certain acquisition related commercial disputes and contingencies and lower crude and NGL marketing expenses, partially offset by higher power and fuel costs at the extraction facilities, higher expenses at the utilities, and the impact of the higher average Canadian/U.S. dollar exchange rate. Depreciation and amortization expense for the fourth quarter of 2022 was \$112 million, compared to \$105 million for the same quarter in 2021. The increase was due to the impact of new assets placed in-service, partially offset by the impact of the Alaska Utilities Disposition. Interest expense for the fourth quarter of 2022 was \$99 million, compared to \$67 million for the same quarter in 2021. The increase was due to \$8 million of interest related to the subordinated hybrid notes, higher average interest rates, higher average debt balances, and a higher average Canadian/U.S. dollar exchange rate.

AltaGas recorded income tax expense of \$12 million for the fourth quarter of 2022 compared to income tax recovery of \$28 million in the same quarter in 2021. The increase in income tax expense was mainly due to an increase in income before income taxes in the fourth quarter of 2022 compared to a loss before income taxes in the same quarter in 2021.

Normalized net income was \$178 million (\$0.63 per share) for the fourth quarter of 2022, compared to \$99 million (\$0.35 per share) reported for the same quarter in 2021. The increase was mainly due to the same factors impacting normalized EBITDA, lower preferred share dividends, and lower net income applicable to non-controlling interests, partially offset by higher interest expense, higher normalized income tax expense, and higher depreciation and amortization expense. Normalizing items in the

fourth quarter of 2022 increased normalized net income by \$124 million and included after-tax amounts related to transaction costs related to acquisitions and dispositions, provisions on assets, and unrealized losses on risk management contracts. Normalizing items in the fourth quarter of 2021 increased normalized net income by \$255 million and included after-tax amounts related to transaction costs related to acquisitions and dispositions, provisions on assets, provisions on investments accounted for by the equity method, unrealized losses on risk management contracts, losses on sale of assets, and non-controlling interest portion of non-GAAP adjustments. Please refer to the *Non-GAAP Financial Measures* section of this MD&A for further details on normalization adjustments.

Year Ended December 31

Normalized EBITDA for the year ended December 31, 2022 was \$1,537 million, compared to \$1,472 million in 2021. Factors positively impacting normalized EBITDA included an increase in asset optimization activities at Washington Gas, higher earnings at the processing and extraction facilities driven by higher frac spreads and the recovery of turnaround costs from customers, favourable resolution of certain acquisition related commercial disputes and contingencies, impacts from Washington Gas' 2020 Maryland and District of Columbia rate cases and 2022 Virginia rate case, higher gas margins from WGL's retail marketing business, higher revenue from accelerated pipe replacement program spend, colder weather in Michigan and the District of Columbia, higher drilling and fuel margins at other ancillary businesses, and lower expenses relating to employee incentive plans as a result of the absence of the increase in share price in 2021. Factors negatively impacting normalized EBITDA included the impact of the sale of the U.S. transportation and storage business in April 2021 and the sale of AltaGas' interest in the Aitken Creek processing facilities in the second quarter of 2022, higher operating and administrative expenses at the utilities, lower earnings from the export facilities as strong volumes were more than offset by lower Asian-to-Canadian butane spreads, as well as elevated rail and freight logistics costs, the absence of gains on foreign exchange swaps in the fourth quarter of 2021, lower NGL marketing margins mainly due to the sale of NGL volumes in storage to the market at a premium in 2021, lower crude marketing margins, a write down of natural gas storage inventory to its net realizable value, an accrual for penalties related to certain alleged air-related violations at the Ferndale terminal, and the absence of a one-time contract termination payout related to a railcar sublease agreement in the third quarter of 2021. For the year ended December 31, 2022, the average Canadian/U.S. dollar exchange rate increased to 1.30 from an average of 1.25 in 2021, resulting in an increase in normalized EBITDA of approximately \$29 million.

Income before income taxes for the year ended December 31, 2022 was \$716 million, compared to \$446 million in 2021. The increase was mainly due to the same previously referenced factors impacting normalized EBITDA, the absence of the pre-tax provision on equity investments recorded in 2021 related to MVP, and the absence of the pre-tax provision related to the sale of the U.S. transportation and storage business in the first quarter of 2021, partially offset by higher unrealized losses on risk management contracts, higher interest expense, and higher depreciation and amortization expense. Net income applicable to common shares for the year ended December 31, 2022 was \$399 million (\$1.42 per share), compared to \$230 million (\$0.82 per share) in 2021. The increase was mainly due to the same previously referenced factors impacting income before income taxes and lower preferred share dividends due to the redemption of preferred shares, partially offset by the loss on preferred shares redeemed in 2022 and higher income tax expense.

Normalized funds from operations for the year ended December 31, 2022 was \$1,204 million (\$4.28 per share), compared to \$1,180 million (\$4.21 per share) in 2021. The increase was mainly due to the same factors impacting normalized EBITDA and lower current income tax expense, partially offset by higher interest expense.

Cash from operations for the year ended December 31, 2022 was \$539 million (\$1.92 per share), compared to \$738 million (\$2.64 per share) in 2021. The decrease was mainly due to unfavourable variances in the net change in operating assets and liabilities, primarily as a result of fluctuations in commodity prices and sales volumes, partially offset by higher net income after taxes after adjusting for non-cash items. Please refer to the *Liquidity* section of this MD&A for further details on the variance in cash from operations.

In 2022, AltaGas recorded pre-tax gains on dispositions of assets of approximately \$3 million. This was primarily comprised of a pre-tax loss of \$3 million for expenses incurred related to asset sales which closed in prior periods, a pre-tax gain of \$1 million on the sale of AltaGas' interest in the Aitken Creek processing facilities, a pre-tax loss of \$2 million on the sale of a power plant in Brush, Colorado, and a pre-tax gain of \$7 million on the sale of an energy storage development project in Goleta, California. In addition, in 2022, AltaGas recorded pre-tax provisions on assets of approximately \$6 million (\$5 million after-tax) primarily related to the previously mentioned abandoned Alton natural gas storage project. In 2021, AltaGas recorded a pre-tax gain on disposition of assets of approximately \$6 million. This was primarily comprised of a pre-tax loss of \$1 million on the last remaining U.S. distributed generation project which was sold in 2019 but transferred to the purchaser during the second quarter of 2021, a pre-tax gain of \$3 million on the sale of the U.S. transportation and storage business, a pre-tax gain of \$1 million on minor Midstream asset sales, and \$3 million of cash proceeds received from an escrow account related to the 2019 disposition of AltaGas' investment in Meade, which held WGL Midstream's indirect, non-operating interest in the Central Penn pipeline (Central Penn). Upon close of the sale, various escrow accounts were established to provide the purchaser a form of recourse for the settlement of indemnification obligations. In addition, in 2021, AltaGas recorded pre-tax provisions on assets of approximately \$64 million (\$48 million after-tax) primarily related to the sale of the U.S. transportation and storage business and the previously mentioned provisions recorded in the fourth quarter of 2021. In 2021, AltaGas also recorded the previously mentioned provision on equity investments of \$271 million (\$209 million after-tax) related to its investment in MVP.

Operating and administrative expense for the year ended December 31, 2022 was \$1,568 million, compared to \$1,476 million in 2021. The increase was mainly due to higher expenses at the utilities, higher power and fuel costs at the extraction facilities, elevated rail and freight logistics related costs at the export facilities, and the impact of the higher average Canadian/U.S. dollar exchange rate, partially offset by the favourable resolution of certain acquisition related commercial disputes and contingencies, lower crude and NGL marketing expenses, and lower expenses relating to employee incentive plans as a result of the absence of an increase in share price in 2021. Depreciation and amortization expense for the year ended December 31, 2022 was \$439 million, compared to \$422 million in 2021. The increase was mainly due to the absence of depreciation and amortization adjustments made in the first quarter of 2021 related to the Petrogas purchase price allocation and WGL Midstream, and the impact of new assets placed in-service, partially offset by the impact of the Alaska Utilities Disposition and the impact of the sale of AltaGas' interest in the Aitken Creek processing facilities. Interest expense for the year ended December 31, 2022 was \$330 million, compared to \$275 million in 2021. The increase was due to \$22 million of interest relating to the subordinated hybrid notes, higher average interest rates, higher average debt balances, and a higher average Canadian/U.S. dollar exchange rate.

AltaGas recorded income tax expense of \$143 million for the year ended December 31, 2022 compared to \$106 million in 2021. The increase in tax expense was mainly due to higher income before income taxes in 2022, partially offset by the recognition of research and development tax credits. Current tax expense of \$23 million was recorded for the year ended December 31, 2022, which included \$1 million of tax recovery related to asset sales, compared to current tax expense of \$59 million in 2021, which included \$12 million of tax expense on asset sales.

Normalized net income was \$530 million (\$1.89 per share) for the year ended December 31, 2022, compared to \$481 million (\$1.72 per share) in 2021. The increase was mainly due to the same previously referenced factors impacting normalized EBITDA, lower preferred share dividends, and lower normalized income tax expense, partially offset by higher depreciation and amortization expense and higher interest expense. Normalizing items in the year ended December 31, 2022 increased normalized net income by \$131 million and included after-tax amounts related to gains on sale of assets, transaction costs related to acquisitions and dispositions, loss on redemption of preferred shares, provisions on assets, reversal of provisions on investments accounted for by the equity method, non-controlling interest portion of non-GAAP adjustments, and unrealized losses on risk management contracts. Normalizing items in the year ended December 31, 2021 increased normalized net income by \$251 million and included after-tax amounts related to provisions on assets, transaction costs related to acquisitions and dispositions, restructuring costs, provisions on investments accounted for by the equity method, non-controlling interest

portion of non-GAAP adjustments, and unrealized gains on risk management contracts. Please refer to the *Non-GAAP Financial Measures* section of this MD&A for further details on normalization adjustments.

Non-GAAP Financial Measures

This MD&A contains references to certain financial measures used by AltaGas that do not have a standardized meaning prescribed by GAAP and may not be comparable to similar measures presented by other entities. Readers are cautioned that these non-GAAP measures should not be construed as alternatives to other measures of financial performance calculated in accordance with GAAP. The non-GAAP measures and their reconciliation to GAAP financial measures are shown below. These non-GAAP measures provide additional information that Management believes is meaningful in describing AltaGas' operational performance, liquidity and capacity to fund dividends, capital expenditures, and other investing activities. The specific rationale for, and incremental information associated with, each non-GAAP measure is discussed below.

References to normalized EBITDA, normalized net income, normalized funds from operations, normalized income tax expense, normalized effective income tax rate, net debt, net debt to total capitalization, invested capital, and net invested capital throughout this MD&A have the meanings as set out in this section.

Change in Composition of Non-GAAP Measures

In the third quarter of 2022, Management changed the composition of certain of AltaGas' non-GAAP measures such that adjustments for acquired contingencies are no longer included as normalization adjustments. This change was made as a result of Management's assessment that these contingencies are of a recurring and ongoing nature, and as such, the more appropriate methodology is to align the non-GAAP treatment of these costs and recoveries with the GAAP accounting treatment. Prior period calculations of the relevant non-GAAP measures have been restated to reflect this change. The following table summarizes the impact of this change on the periods presented in this MD&A:

Increase (decrease) as result of change (\$ millions, except where noted)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Normalized EBITDA	\$ —	\$ (7)	\$ 30	\$ (18)
Normalized net income ⁽¹⁾	\$ —	\$ (8)	\$ 17	\$ (16)
Normalized funds from operations ⁽¹⁾	\$ —	\$ (7)	\$ 30	\$ (18)
Normalized income tax expense	\$ —	\$ 1	\$ 6	\$ (2)
Normalized effective tax rate (%)	— %	1.7 %	0.1 %	0.3 %

(1) Corresponding per share amounts have also been adjusted.

Normalized EBITDA

(\$ millions)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Income (loss) before income taxes (GAAP financial measure)	\$ 78	\$ (162)	\$ 716	\$ 446
Add:				
Depreciation and amortization	112	105	439	422
Interest expense	99	67	330	275
EBITDA	\$ 289	\$ 10	\$ 1,485	\$ 1,143
Add (deduct):				
Transaction costs related to acquisitions and dispositions ⁽¹⁾	2	9	6	15
Unrealized losses (gains) on risk management contracts ⁽²⁾	156	33	49	(18)
Losses (gains) on sale of assets ⁽³⁾	—	1	(3)	(6)
Restructuring costs ⁽⁴⁾	—	—	—	1
Provisions on assets	6	6	6	64
Provisions (reversal of provisions) on investments accounted for by the equity method ⁽⁵⁾	—	271	(3)	271
Accretion expenses	2	4	7	6
Foreign exchange gains	(1)	—	(10)	(4)
Normalized EBITDA	\$ 454	\$ 334	\$ 1,537	\$ 1,472

- (1) Comprised of transaction costs related to acquisitions and dispositions of assets and/or equity investments in the period. These costs are included in the "cost of sales" and "operating and administrative" line items on the Consolidated Statements of Income. Transaction costs include expenses, such as legal fees, which are directly attributable to the acquisition or disposition. As noted on page 26 of this MD&A, in the third quarter of 2022 AltaGas changed its non-GAAP policy to remove the normalization of acquisition related contingencies. The amounts presented in this table reflect the restated figures to align with the revised policy. Please refer to Note 4 of the 2022 Annual Consolidated Financial Statements for further details regarding AltaGas' disposition of assets in the period.
- (2) Included in the "revenue" and "cost of sales" line items on the Consolidated Statements of Income. Please refer to Note 24 of the 2022 Annual Consolidated Financial Statements for further details regarding AltaGas' risk management activities.
- (3) Included in the "other income" line item on the Consolidated Statements of Income. Please refer to Note 4 of the 2022 Annual Consolidated Financial Statements for further details regarding AltaGas' disposition of assets in the period.
- (4) Comprised of costs related to a workforce optimization program. These costs are included in the "operating and administrative" line item on the Consolidated Statements of Income.
- (5) Relates to the return of certain costs associated with the Constitution pipeline project as a result of its cancellation in February 2020 and provisions recorded on AltaGas' investment in MVP in the fourth quarter of 2021. The provisions are included in the "income (loss) from equity investments" line item on the Consolidated Statements of Income.

EBITDA is a measure of AltaGas' operating profitability prior to how business activities are financed, assets are amortized, or earnings are taxed. EBITDA is calculated from the Consolidated Statements of Income using income before income taxes adjusted for pre-tax depreciation and amortization and interest expense.

AltaGas presents normalized EBITDA as a supplemental measure. Normalized EBITDA is used by Management to enhance the understanding of AltaGas' earnings over periods, as well as for budgeting and compensation related purposes. The metric is frequently used by analysts and investors in the evaluation of entities within the industry as it excludes items that can vary substantially between entities depending on the accounting policies chosen, the book value of assets, and the capital structure.

Normalized Net Income

(\$ millions)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Net income (loss) applicable to common shares (GAAP financial measure)	\$ 54	\$ (156)	\$ 399	\$ 230
Add (deduct) after-tax:				
Transaction costs related to acquisitions and dispositions ⁽¹⁾	1	5	4	12
Unrealized losses (gains) on risk management contracts ⁽²⁾	118	21	39	(10)
Losses (gains) on sale of assets ⁽³⁾	—	15	(4)	—
Non-controlling interest portion of non-GAAP adjustments ⁽⁴⁾	—	3	5	(9)
Restructuring costs ⁽⁵⁾	—	—	—	1
Loss on redemption of preferred shares, including foreign exchange impact ⁽⁶⁾	—	—	84	—
Provisions on assets	5	2	5	48
Provisions (reversal of provisions) on investments accounted for by the equity method ⁽⁷⁾	—	209	(2)	209
Normalized net income	\$ 178	\$ 99	\$ 530	\$ 481

- (1) Comprised of transaction costs related to acquisitions and dispositions of assets and/or equity investments in the period. The pre-tax costs are included in the "cost of sales" and "operating and administrative" line items on the Consolidated Statements of Income. Transaction costs include expenses, such as legal fees, which are directly attributable to the acquisition or disposition. As noted on page 26 of this MD&A, in the third quarter of 2022 AltaGas changed its non-GAAP policy to remove the normalization of acquisition related contingencies. The amounts presented in this table reflect the restated figures to align with the revised policy. Please refer to Note 4 of the 2022 Annual Consolidated Financial Statements for further details regarding AltaGas' disposition of assets in the period.
- (2) The pre-tax amounts are included in the "revenue" and "cost of sales" line items on the Consolidated Statements of Income. Please refer to Note 24 of the 2022 Annual Consolidated Financial Statements for further details regarding AltaGas' risk management activities.
- (3) The pre-tax amounts are included in the "other income" line item on the Consolidated Statements of Income. Please refer to Note 4 of the 2022 Annual Consolidated Financial Statements for further details regarding AltaGas' disposition of assets in the period. The after-tax amount in 2021 also includes the impact of the increase in accumulated state deferred income tax liabilities caused by the elimination of the WGL Midstream (now WGL Sustainable Energy LLC) business from AltaGas' consolidated U.S. tax group.
- (4) The portion of non-GAAP adjustments applicable to non-controlling interests are excluded in the computation of normalized net income to ensure consistency of normalizations applied to controlling and non-controlling interests. These amounts are included in the "net income applicable to non-controlling interests" line item on the Consolidated Statements of Income. As noted on page 26 of this MD&A, in the third quarter of 2022 AltaGas changed its non-GAAP policy to remove the normalization of acquisition related contingencies. This includes the associated impact to the portion applicable to non-controlling interests. The amounts presented in this table reflect the restated figures to align with the revised policy.
- (5) Comprised of costs related to a workforce optimization program. The pre-tax costs are included in the "operating and administrative" line item on the Consolidated Statements of Income.
- (6) Comprised of losses on the redemption of Series K Preferred Shares on March 31, 2022 and the redemption of U.S. dollar denominated Series C Preferred Shares on September 30, 2022 including an associated foreign exchange loss of approximately \$69 million. The loss on redemption of preferred shares is recorded on the "loss of redemption of preferred shares" line on the Consolidated Statements of Income.
- (7) Relates to the return of certain costs associated with the Constitution pipeline project as a result of its cancellation in February 2020 and provisions recorded on AltaGas' investment in MVP in the fourth quarter of 2021. The pre-tax provisions are included in the "income (loss) from equity investments" line item on the Consolidated Statements of Income.

Normalized net income and normalized net income per share are used by Management to enhance the comparability of AltaGas' earnings, as it reflects the underlying performance of AltaGas' business activities.

Normalized Funds From Operations

(\$ millions)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Cash from (used by) operations (GAAP financial measure)	\$ (289)	\$ (157)	\$ 539	\$ 738
Add (deduct):				
Net change in operating assets and liabilities	653	437	650	410
Asset retirement obligations settled	5	3	10	10
Funds from operations	\$ 369	\$ 283	\$ 1,199	\$ 1,158
Add (deduct):				
Transaction costs related to acquisitions and dispositions ⁽¹⁾	2	9	6	15
Current tax expense (recovery) on asset sales ⁽²⁾	—	(12)	(1)	6
Restructuring costs ⁽³⁾	—	—	—	1
Normalized funds from operations	\$ 371	\$ 280	\$ 1,204	\$ 1,180

(1) Comprised of transaction costs related to acquisitions and dispositions of assets and/or equity investments in the period. These costs exclude non-cash amounts and are included in the "cost of sales" and "operating and administrative" line items on the Consolidated Statements of Income. Transaction costs include expenses, such as legal fees, which are directly attributable to the acquisition or disposition. As noted on page 26 of this MD&A, in the third quarter of 2022 AltaGas changed its non-GAAP policy to remove the normalization of acquisition related contingencies. The amounts presented in this table reflect the restated figures to align with the revised policy. Please refer to Note 4 of the 2022 Annual Consolidated Financial Statements for further details regarding AltaGas' disposition of assets in the period.

(2) Included in the "current income tax expense" line item on the Consolidated Statements of Income.

(3) Comprised of costs related to a workforce optimization program. These costs are included in the "operating and administrative" line item on the Consolidated Statements of Income.

Normalized funds from operations and funds from operations are used to assist Management and investors in analyzing the liquidity of the Corporation. Management uses these measures to understand the ability to generate funds for capital investments, debt repayment, dividend payments, and other investing activities.

Funds from operations and normalized funds from operations as presented should not be viewed as an alternative to cash from (used in) operations or other cash flow measures calculated in accordance with GAAP.

Normalized Income Tax Expense

(\$ millions)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Income tax expense (recovery) (GAAP financial measure)	\$ 12	\$ (28)	\$ 143	\$ 106
Add (deduct) tax impact of:				
Transaction costs related to acquisitions and dispositions ⁽¹⁾	1	4	2	4
Unrealized losses (gains) on risk management contracts	38	12	10	(9)
Losses (gains) on sale of assets	—	(14)	1	(6)
Provisions on assets	1	4	1	16
Provisions (reversal of provisions) on investments accounted for by the equity method	—	62	(1)	62
Normalized income tax expense	\$ 52	\$ 40	\$ 156	\$ 173

(1) As noted on page 26 of this MD&A, in the third quarter of 2022 AltaGas changed its non-GAAP policy to remove the normalization of acquisition related contingencies. The amounts presented in this table reflect the restated figures to align with the revised policy.

The above table provides a reconciliation of normalized income tax expense from the GAAP financial measure, income tax expense. The reconciling items are comprised of the income tax impacts of normalizing items present in the calculation of normalized net income. For more information on the individual normalizing items, please refer to the normalized net income reconciliation above.

Normalized income tax expense is used by Management to enhance the comparability of the impact of income tax on AltaGas' earnings, as it reflects the underlying performance of AltaGas' business activities, and is presented to provide this perspective to analysts and investors.

Net Debt and Net Debt to Total Capitalization

Net debt and net debt to total capitalization are used by the Corporation to monitor its capital structure and financing requirements. It is also used as a measure of the Corporation's overall financial strength and is presented to provide this perspective to analysts and investors. Net debt is defined as short-term debt (excluding third-party project financing obtained for the construction of certain energy management services projects), plus current and long-term portions of long-term debt (including debt classified as held for sale), and subordinated hybrid notes, less cash and cash equivalents. Total capitalization is defined as net debt plus shareholders' equity and non-controlling interests. Additional information regarding these non-GAAP measures can be found under the *Capital Resources* section of this MD&A.

Net Invested Capital

(\$ millions)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Cash used in investing activities (GAAP financial measure)	\$ 336	\$ 241	\$ 997	\$ 483
Add (deduct):				
Net change in non-cash capital expenditures ⁽¹⁾	(7)	11	(6)	(33)
Allowance for Funds Used During Construction (AFUDC) ⁽²⁾	(3)	—	(3)	—
Contributions from non-controlling interests ⁽³⁾	—	—	—	(1)
Net invested capital	\$ 326	\$ 252	\$ 988	\$ 449

- (1) Comprised of non-cash capital expenditures included in the "accounts payable and accrued liabilities" line item on the Consolidated Balance Sheets. Please refer to Note 32 of the 2022 Annual Consolidated Financial Statements for further details.
- (2) AFUDC is the amount that a rate-regulated enterprise is allowed to recover for its cost of financing assets under construction and is included in the "property, plant and equipment" line item on the Consolidated Balance Sheets.
- (3) Comprised of partner recoveries for capital expenditures incurred for the Ridley Island Propane Export Terminal. These recoveries are included in "contributions from non-controlling interests" under financing activities in the Consolidated Statements of Cash Flows, however as Management views this as a part of AltaGas' invested capital, it has been included in the calculation of net invested capital.

Invested capital is a measure of AltaGas' use of funds for capital expenditure activities. It includes expenditures relating to property, plant, and equipment and intangible assets, capital contributed to long term investments, and contributions from non-controlling interests. Net invested capital is invested capital presented net of any proceeds from disposals of assets and equity investments in the period. Net invested capital is calculated based on the investing activities section in the Consolidated Statements of Cash Flows, adjusted for items such as non-cash capital expenditures, AFUDC, and contributions from non-controlling interests. Invested capital and net invested capital are used by Management, investors, and analysts to enhance the understanding of AltaGas' capital expenditures from period to period and provide additional detail on the Company's use of capital.

Supplemental Calculations

Reconciliation of Normalized EBITDA to Normalized Net Income

The below table provides a supplemental reconciliation of normalized EBITDA to normalized net income. Both of these non-GAAP measures have been previously reconciled to the relevant GAAP financial measures in the section above. This supplemental information is provided as additional information to assist analysts and investors in comparing normalized EBITDA to normalized net income and is not intended as a substitute for the reconciliations to the nearest comparable GAAP measures. Readers should not place undue reliance on this supplemental reconciliation.

(\$ millions)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Normalized EBITDA ⁽¹⁾	\$ 454	\$ 334	\$ 1,537	\$ 1,472
Add (deduct):				
Depreciation and amortization	(112)	(105)	(439)	(422)
Interest expense	(99)	(67)	(330)	(275)
Income tax expense (recovery)	(12)	28	(143)	(106)
Normalizing items impacting income taxes ⁽¹⁾⁽²⁾	(40)	(68)	(13)	(67)
Accretion expenses	(2)	(4)	(7)	(6)
Foreign exchange gains	1	—	10	4
Non-controlling interest portion of non-GAAP adjustments ⁽³⁾	—	3	5	(9)
Net income applicable to non-controlling interests	(5)	(9)	(50)	(57)
Preferred share dividends	(7)	(13)	(40)	(53)
Normalized net income ⁽¹⁾	\$ 178	\$ 99	\$ 530	\$ 481

(1) As noted on page 26 of this MD&A, in the third quarter of 2022 AltaGas changed its non-GAAP policy to remove the normalization of acquisition related contingencies. The amounts presented in this table reflect the restated figures to align with the revised policy.

(2) Represents the income tax expense related to the normalizing items included in the calculation of normalized EBITDA.

(3) The portion of non-GAAP adjustments applicable to non-controlling interests are excluded in the computation of normalized net income to ensure consistency of normalizations applied to controlling and non-controlling interests. These amounts are included in the "net income applicable to non-controlling interests" line item on the Consolidated Statements of Income. As noted on page 26 of this MD&A, in the third quarter of 2022 AltaGas changed its non-GAAP policy to remove the normalization of acquisition related contingencies. This includes the associated impact of the portion applicable to non-controlling interests. The amounts presented in this table reflect the restated figures to align with the revised policy.

Calculation of Normalized Effective Income Tax Rate

The below table provides a calculation of normalized effective income tax rate from normalized net income and normalized income tax expense. Both of these non-GAAP measures have been previously reconciled to the relevant GAAP measures in the section above. This supplemental calculation is provided as additional information to assist analysts and investors in comparing normalized income tax expense to normalized net income and is not intended as a substitute for the reconciliations to the nearest comparable GAAP measures. Readers should not place undue reliance on this supplemental calculation.

(\$ millions, except where noted)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Normalized net income ⁽¹⁾	\$ 178	\$ 99	\$ 530	\$ 481
Add (deduct):				
Normalized income tax expense ⁽¹⁾	52	40	156	173
Net income applicable to non-controlling interests	5	9	50	57
Non-controlling interest portion of non-GAAP adjustments ⁽²⁾	—	(3)	(5)	9
Preferred share dividends	7	13	40	53
Normalized net income before taxes ⁽¹⁾	\$ 242	\$ 158	\$ 771	\$ 773
Normalized effective income tax rate (%) ⁽¹⁾⁽³⁾	21.5	25.3	20.2	22.4

(1) Calculated in the section above. As noted on page 26 of this MD&A, in the third quarter of 2022 AltaGas changed its non-GAAP policy to remove the normalization of acquisition related contingencies. The amounts presented in this table reflect the restated figures to align with the revised policy.

(2) The portion of non-GAAP adjustments applicable to non-controlling interests are excluded in the computation of normalized net income to ensure consistency of normalizations applied to controlling and non-controlling interests. These amounts are included in the "net income applicable to non-controlling interests" line item on the Consolidated Statements of Income. As noted on page 26 of this MD&A, in the third quarter of 2022 AltaGas changed its non-GAAP policy to remove the normalization of acquisition related contingencies. This includes the associated impact to the portion applicable to non-controlling interests. The amounts presented in this table reflect the restated figures to align with the revised policy.

(3) Calculated as normalized income tax expense divided by normalized net income before taxes.

Results of Operations by Reporting Segment

Normalized EBITDA ^{(1) (2)}	Three Months Ended		Year Ended	
	December 31		December 31	
(\$ millions)	2022	2021	2022	2021
Utilities	\$ 294	\$ 238	\$ 933	\$ 771
Midstream	163	95	607	717
Sub-total: Operating Segments	\$ 457	\$ 333	\$ 1,540	\$ 1,488
Corporate/Other	(3)	1	(3)	(16)
	\$ 454	\$ 334	\$ 1,537	\$ 1,472

(1) Non-GAAP financial measure; See discussion in the *Non-GAAP Financial Measures* section of this MD&A.

(2) In the third quarter of 2022, Management changed AltaGas' non-GAAP policy to remove normalization adjustments relating to acquired contingencies. Prior periods have been restated to reflect this change. Please refer to the *Non-GAAP Financial Measures* section of this MD&A for additional details.

Income (Loss) Before Income Taxes	Three Months Ended		Year Ended	
	December 31		December 31	
(\$ millions)	2022	2021	2022	2021
Utilities	\$ 80	\$ 64	\$ 548	\$ 538
Midstream	113	(151)	526	242
Sub-total: Operating Segments	\$ 193	\$ (87)	\$ 1,074	\$ 780
Corporate/Other	(115)	(75)	(358)	(334)
	\$ 78	\$ (162)	\$ 716	\$ 446

Revenue	Three Months Ended		Year Ended	
	December 31		December 31	
(\$ millions)	2022	2021	2022	2021
Utilities	\$ 1,725	\$ 1,261	\$ 4,980	\$ 3,936
Midstream	2,145	1,852	9,010	6,535
Sub-total: Operating Segments	\$ 3,870	\$ 3,113	\$ 13,990	\$ 10,471
Corporate/Other	28	27	97	104
Intersegment eliminations	—	—	—	(2)
	\$ 3,898	\$ 3,140	\$ 14,087	\$ 10,573

Utilities

Operating Statistics

	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Natural gas deliveries - end-use (Bcf) ⁽¹⁾	54.3	44.0	164.6	155.9
Natural gas deliveries - transportation (Bcf) ⁽¹⁾	34.0	31.2	126.9	124.5
Service sites (thousands) ⁽²⁾	1,704	1,689	1,704	1,689
Degree day variance from normal - SEMCO Gas (%) ⁽³⁾	(1.7)	(15.0)	1.2	(10.0)
Degree day variance from normal - ENSTAR (%) ⁽³⁾	8.7	11.9	(2.2)	11.0
Degree day variance from normal - Washington Gas (%) ⁽³⁾⁽⁴⁾	9.2	(12.7)	4.5	(7.0)
Retail energy marketing - gas sales volumes (Mmcf)	18,064	16,299	59,302	58,589
Retail energy marketing - electricity sales volumes (GWh)	3,328	3,167	13,217	13,355

(1) Bcf is one billion cubic feet.

(2) Service sites reflect all of the service sites of the utilities, including transportation and non-regulated business lines.

(3) A degree day is a measure of coldness determined daily as the number of degrees the average temperature during the day in question is below 65 degrees Fahrenheit. Degree days for a particular period are determined by adding the degree days incurred during each day of the period. Normal degree days for a particular period are the average of degree days during the prior 15 years for SEMCO Gas, during the prior 10 years for ENSTAR, and during the prior 30 years for Washington Gas.

(4) In certain of Washington Gas' jurisdictions (Virginia and Maryland) there are billing mechanisms in place that are designed to eliminate the effects of variance in customer usage caused by weather and other factors such as conservation. In the District of Columbia, there is no weather normalization billing mechanism nor does Washington Gas hedge to offset the effects of weather. As a result, colder or warmer weather will result in variances to financial results.

Regulatory Metrics

	Year Ended December 31	
	2022	2021
Approved ROE (%) ⁽¹⁾	9.6	9.6
Approved return on debt (%) ⁽¹⁾	4.7	4.7
Rate base (\$ millions) ⁽²⁾⁽³⁾⁽⁴⁾	5,211	4,655

(1) Weighted average of all the regulated utilities.

(2) Rate base is indicative of the earning potential of each utility over time. Approved revenue requirement for each utility is typically based on the rate base as approved by the regulator for the respective rate application, but may differ from the rate base indicated above.

(3) Reflects AltaGas' 65 percent interest in Cook Inlet Natural Gas Storage Alaska LLC, which was sold on March 1, 2023 pursuant to the Alaska Utilities Disposition.

(4) In U.S. dollars.

During the fourth quarter of 2022, AltaGas' Utilities segment experienced colder weather at SEMCO, warmer weather at ENSTAR, and colder weather at Washington Gas compared to the same quarter of 2021.

For the year ended December 31, 2022, AltaGas' Utilities segment experienced colder weather at SEMCO, warmer weather at ENSTAR, and colder weather at Washington Gas compared to 2021.

Service sites at December 31, 2022 increased by approximately 14 thousand sites compared to December 31, 2021 due to growth in customer base.

In the fourth quarter of 2022, U.S. retail gas sales volumes were 18,064 Mmcf, compared to 16,299 Mmcf in the same quarter of 2021. The increase was primarily due to colder than average weather in the fourth quarter of 2022 compared to the same quarter of 2021. In the fourth quarter of 2022, U.S. retail electricity sales volumes were 3,328 GWh compared to 3,167 GWh in the same quarter of 2021. The increase was primarily due to colder than average weather in the fourth quarter of 2022 compared to the same quarter of 2021.

For the year ended December 31, 2022, U.S. retail gas sales volumes were 59,302 Mmcf, compared to 58,589 Mmcf in the same period in 2021. The increase was primarily due to an increase in the number of customers served and variations in the weather in the year ended December 31, 2022 compared to 2021. For the year ended December 31, 2022, U.S. retail electricity sales volumes were 13,217 GWh compared to 13,355 GWh in the same period in 2021. The slight decrease was primarily due to a decrease in customers served by the business and variations in the weather.

Three Months Ended December 31

The Utilities segment reported normalized EBITDA of \$294 million in the fourth quarter of 2022, compared to \$238 million in the same quarter in 2021. The increase in normalized EBITDA was mainly due to an increase in asset optimization activities at Washington Gas, an impact of approximately \$20 million due to the change in foreign exchange rates, the impact of Washington Gas' Virginia rate case, colder weather in Michigan and the District of Columbia, higher late fees, higher power margins from WGL's retail marketing business, higher revenue associated with carrying charges for natural gas held in storage, customer growth, and higher revenue from accelerated pipe replacement program spend, partially offset by higher operating and administrative expenses and lower gas margins from WGL's retail marketing business.

The Utilities segment income before income taxes was \$80 million in the fourth quarter of 2022, compared to \$64 million in the same quarter in 2021. The increase was mainly due to the same previously referenced factors impacting normalized EBITDA, partially offset by higher unrealized losses on risk management contracts mainly within the retail marketing business.

Year Ended December 31

The Utilities segment reported normalized EBITDA of \$933 million in the year ended December 31, 2022, compared to \$771 million in 2021. The increase in normalized EBITDA was mainly due to an increase in asset optimization activities at Washington Gas, the impact of Washington Gas' 2020 Maryland and District of Columbia rate cases and the implementation of interim rates for the Virginia rate case filed in 2022, higher gas margins from WGL's retail marketing business, an impact of approximately \$27 million due to the change in foreign exchange rates, colder weather in Michigan and the District of Columbia, higher revenue from accelerated pipe replacement program spend, customer growth, higher revenue associated with carrying charges for natural gas held in storage, higher late fees, and favourable usage in certain jurisdictions, partially offset by higher operating and administrative expenses, warmer weather in Alaska, and lower power margins from WGL's retail marketing business.

The Utilities segment income before income taxes was \$548 million in the year ended December 31, 2022, compared to \$538 million in 2021. The increase was mainly due to the same previously referenced factors impacting normalized EBITDA, partially offset by higher unrealized losses on risk management contracts, primarily within the retail marketing business.

Rate Case Updates

Utility/ Jurisdiction	Date Filed	Request	Status	Expected Timing of Decision
Washington Gas - District of Columbia	April 2022	US\$53 million increase in base rates, including US\$5 million currently collected through the PROJECTpipes surcharge. Therefore, the incremental amount of the base rate increase requested was approximately US\$48 million.	On April 4, 2022, Washington Gas filed an application for authority to increase charges for gas service in the District of Columbia. The requested rates are designed to collect approximately US\$53 million in total annual revenues requesting a 10.4 percent rate of return on equity. Of the requested revenue increase, approximately US\$5 million represents costs currently collected through the PROJECTpipes surcharge; therefore, the incremental amount of the base rate increase is approximately US\$48 million. Washington Gas requested that new rates be implemented in January 2023. The PSC of DC adopted a procedural schedule on August 12, 2022 and supplemental testimony was filed on September 2, 2022. The direct testimony of the District of Columbia's Office of People's Counsel and other intervenors was filed on November 4, 2022. Rebuttal testimony was filed on January 6, 2023 and evidentiary hearings are scheduled for late March 2023.	Timing of decision not yet known, however based on procedural schedule, decision could be around Q3 2023.
Washington Gas - Virginia	June 2022	US\$48 million increase in base rates, plus the request to transfer an additional US\$39 million currently collected in SAVE surcharge into base rates, for a total increase of approximately US\$87 million.	On June 29, 2022, Washington Gas filed an application for authority to increase rates in the Commonwealth of Virginia. The requested rates are designed to collect an incremental US\$48 million in total annual revenues requesting a 10.75 percent return on equity. In addition to the incremental revenues requested, the base rate increase also includes the transfer of US\$39 million in revenues currently collected in the form of a surcharge relating to Washington Gas' SAVE program. Washington Gas implemented the proposed rates (on an interim basis subject to refund) on the first billing cycle date for December 2022, which was 150 days after its application was filed, as permitted by Virginia law. Intervenors provided their direct testimony on February 10, 2023. The SCC of VA staff testimony is due on March 10, 2023, Washington Gas' rebuttal testimony is due on April 7, 2023, and the hearings are scheduled for May 2023.	Timing of decision not yet known. Interim rates went into effect on the first billing cycle for December 2022, subject to refund.

Utility/ Jurisdiction	Date Filed	Request	Status	Expected Timing of Decision
Washington Gas - Maryland	August 2020	US\$27 million increase in base rates, including US\$6 million currently collected through the Strategic Infrastructure Development Enhancement Plan (STRIDE) surcharges for system upgrades. Therefore, the incremental amount of the base rate increase requested was approximately US\$21 million.	On April 9, 2021, a final order was received from the PSC of MD related to this rate increase application, authorizing Washington Gas to increase its Maryland natural gas distribution rates by approximately US\$13 million (including US\$6 million currently collected through the STRIDE surcharge), reflecting a return on equity of 9.70 percent. The revenue increase became effective on March 26, 2021. On May 14, 2021, the Maryland Office of People's Counsel (MD OPC) filed a petition for re-hearing of the PSC of MD's finding on merger synergy savings and certain rate base additions. The request was denied and on August 31, 2021, the MD OPC filed an appeal of the PSC of MD's denial of their petition for a re-hearing with the Circuit Court of Baltimore City (Circuit Court). On February 25, 2022, the Circuit Court reversed the July 29, 2021 order from the PSC of MD and remanded two issues back to the PSC of MD. On March 10, 2022, the PSC of MD filed a Motion to Alter or Amend Judgement to the Circuit Court's ruling on the merger synergy savings issue and the MD OPC filed a response. On May 31, 2022, the Circuit Court granted the PSC of MD and Washington Gas' joint motion, determining that the PSC of MD properly permitted Washington Gas' recovery of corporate costs and relieving the PSC of MD of the obligation to rule on merger synergy savings on remand. The Circuit Court did not disturb its ruling on certain rate base additions, and the PSC of MD stated in a subsequent filing that it will address future challenges to rate base in accordance with the Circuit Court's original ruling. On June 30, 2022, the MD OPC appealed the Circuit Court's new order on merger synergy savings to the Appellate Court of Maryland (formerly the Maryland Court of Special Appeals). Washington Gas anticipates a final decision from the Appellate Court as soon as the first half of 2023.	Final order issued April 2021. Decision by Court of Special Appeals expected in the first half of 2023.

Other Regulatory Updates

On September 2, 2022, Washington Gas filed a request with the PSC of MD seeking permission to resume collections, late fees, and terminations. Washington Gas is currently conversing with PSC of MD Staff and the MD OPC on a joint recommendation for regularizing call center metrics and resuming regular customer care, including collections, late fees and terminations.

On October 6, 2022, the PSC of DC approved Washington Gas request to automatically enroll District of Columbia energy assistance customers to its Arrearage Management Plan (AMP). The PSC of DC also extended the AMP for two years until October 31, 2024.

Midstream

Operating Statistics

	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
LPG export volumes (Bbls/d) ⁽¹⁾	97,152	76,609	101,654	89,331
Total inlet gas processed (Mmcfd) ⁽¹⁾	1,274	1,534	1,268	1,498
Extraction ethane volumes (Bbls/d) ⁽¹⁾	21,947	27,000	23,816	27,955
Extraction NGL volumes (Bbls/d) ⁽¹⁾⁽²⁾	34,782	35,734	32,853	36,364
Fractionation volumes (Bbls/d) ⁽¹⁾	36,658	37,000	33,602	30,715
Frac spread - realized (\$/Bbl) ⁽¹⁾⁽³⁾	25.14	9.18	26.07	12.15
Frac spread - average spot price (\$/Bbl) ⁽¹⁾⁽⁴⁾	23.14	35.82	32.02	28.91
Propane Far East Index (FEI) to Mont Belvieu spread (US\$/Bbl) ⁽¹⁾⁽⁵⁾	18.95	12.65	13.81	10.14
Butane FEI to Mont Belvieu spread (US\$/Bbl) ⁽¹⁾⁽⁶⁾	18.59	10.29	13.31	10.46

(1) Average for the period.

(2) NGL volumes refer to propane, butane, and condensate.

(3) Realized frac spread or NGL margin, expressed in dollars per barrel of NGL, is derived from sales recorded by the segment during the period for frac spread exposed volumes plus the settlement value of frac hedges settled in the period less extraction premiums, divided by the total frac exposed volumes produced during the period.

(4) Average spot frac spread or NGL margin, expressed in dollars per barrel of NGL, is indicative of the average sales price that AltaGas receives for propane, butane and condensate less extraction premiums, before accounting for hedges, divided by the respective frac spread exposed volumes for the period.

(5) Average propane price spread between FEI and Mont Belvieu TET commercial index.

(6) Average butane price spread between FEI and Mont Belvieu TET commercial index.

LPG volumes exported to Asia from RIPET and Ferndale for the three months ended December 31, 2022 averaged 97,152 Bbls/d compared to 76,609 Bbls/d for the same period in 2021. There were 16 full shipments in the fourth quarter of 2022, compared to 13 full shipments and one partial shipment in the same period in 2021. Higher export volumes were primarily the result of increased offtake demand, higher available supply, and improved logistics.

LPG volumes exported to Asia from RIPET and Ferndale for the year ended December 31, 2022 averaged 101,654 Bbls/d compared to 89,331 Bbls/d for the same period in 2021. There were 68 shipments during the year ended December 31, 2022 compared to 60 shipments in the same period of 2021. Higher export volumes and shipments were primarily the result of increased offtake demand, higher available supply, and improved logistics.

Inlet gas processing volumes for the fourth quarter of 2022 decreased by 260 Mmcfd compared to the same quarter in 2021. Lower inlet gas processing volumes in the fourth quarter of 2022 were primarily the result of the impact of the Aitken Creek sale and lower producer volumes at the Townsend complex.

Inlet gas processing volumes for the year ended December 31, 2022 decreased by 230 Mmcfd compared to the same period in 2021. Lower inlet gas processing volumes in the year ended December 31, 2022 were primarily the result of the Aitken Creek sale, scheduled turnarounds at the Harmattan, Townsend, and Gordondale facilities in the second quarter of 2022, and lower producer volumes at the Townsend complex.

Average ethane volumes for the fourth quarter of 2022 decreased by 5,053 Bbls/d, while average NGL production volumes decreased by 952 Bbls/d compared to the same quarter in 2021. Lower ethane volumes were primarily a result of lower co-stream production at Harmattan due to a customer re-injecting its share of ethane production. Lower extracted NGL volumes were due to lower raw gas inlet volumes at the Townsend facility, partially offset by higher raw gas inlet volumes at Gordondale.

Average ethane volumes for the year ended December 31, 2022 decreased by 4,139 Bbls/d compared to 2021, while average NGL production volumes decreased by 3,511 Bbls/d compared to the same period in 2021. Lower ethane volumes were a

result of the scheduled turnaround at Harmattan, lower contracted ethane volumes at the extraction facilities, and lower co-stream production at Harmattan due to a customer re-injecting its share of ethane production. Lower extracted NGL volumes were a result of scheduled turnarounds at the Townsend and Gordondale facilities and lower inlet volumes at the extraction facilities due to scheduled maintenance.

Fractionation volumes for the fourth quarter of 2022 were relatively flat compared to the same quarter in 2021. The slight decrease was a result of lower Harmattan trucked-in NGL mix and raw gas volumes, partially offset by higher fractionation volumes at the Younger facility due to higher inlet and higher North Pine volumes and utilization.

Fractionation volumes for the year ended December 31, 2022 increased by 2,887 Bbls/d compared to the same period in 2021. Higher fractionation volumes were a result of more available volumes due to upstream facility expansions, higher North Pine volumes and utilization, and higher Harmattan trucked-in NGL mix and raw gas volumes, partially offset by scheduled turnarounds at the Harmattan and North Pine facilities.

Three Months Ended December 31

The Midstream segment reported normalized EBITDA of \$163 million in the fourth quarter of 2022, compared to \$95 million in the same quarter in 2021. The increase in normalized EBITDA in the fourth quarter of 2022 was mainly due to higher earnings at the export facilities due to higher export volumes, with lower butane margins and elevated rail and freight logistics costs offset by higher propane margins (inclusive of hedges), higher earnings at the extraction facilities driven by higher frac spreads, higher power revenue at Harmattan primarily driven by higher power prices, and lower operating and administrative expenses at the processing facilities, partially offset by the impact of the lost contribution from the Aitken Creek facility sale. Other factors impacting normalized EBITDA in the Midstream segment during the fourth quarter of 2022 relative to the fourth quarter of 2021 included the favourable resolution of certain commercial disputes and contingencies, and stronger contribution from a number of AltaGas' ancillary businesses, partially offset by lower margins from the marketing business, a write down of natural gas storage inventory to its net realizable value, and an accrual for penalties related to certain alleged air-related violations at the Ferndale terminal.

Income before income taxes in the Midstream segment was \$113 million in the fourth quarter of 2022, compared to a loss of \$151 million in the same quarter in 2021. The increase was mainly due to the absence of the impairment on MVP recorded in the fourth quarter of 2021, the same previously referenced factors impacting normalized EBITDA, and lower transaction costs, partially offset by higher unrealized losses on risk management contracts, higher provisions on assets, and higher depreciation expense.

In the fourth quarter of 2022, the Midstream segment recognized pre-tax provisions on assets of approximately \$6 million (\$5 million after-tax) primarily related to the abandoned Alton natural gas storage project. In the fourth quarter of 2021, the Midstream segment recognized a pre-tax provision on assets of approximately \$1 million (\$1 million after-tax) primarily related to non-core development stage Midstream projects that were no longer being developed. In addition, in the fourth quarter of 2021, the Midstream segment recognized a pre-tax provision on equity investments of approximately \$271 million (\$209 million after-tax) related to its investment in MVP.

Year Ended December 31

The Midstream segment reported normalized EBITDA of \$607 million in the year ended December 31, 2022, compared to \$717 million in 2021. The decrease in normalized EBITDA in the year ended December 31, 2022 reflected the absence of strong contributions from WGL Midstream in the first quarter of 2021 as a result of the sale of the U.S. transportation and storage business in April 2021, and lower earnings from the export facilities as strong export volumes were more than offset by lower Asian-to-Canadian butane spreads, and elevated rail and freight logistics related costs including fuel surcharges. The processing facilities were positively impacted by higher earnings at the extraction facilities driven by higher frac spreads and

the recovery of turnaround costs from customers at the Townsend and Gordondale facilities, partially offset by the impact of the lost contribution from the Aitken Creek facility sale. Normalized EBITDA in the Midstream segment for 2022 was also impacted by the favourable resolution of certain acquisition related commercial disputes and contingencies and higher drilling and fuel margins at other ancillary businesses, partially offset by lower marketing margins, the absence of gains on foreign exchange swaps, the absence of a one-time contract termination payout related to a railcar sublease agreement in the third quarter of 2021, lower NGL marketing margins due to the sale of NGL volumes in storage to the market at a premium in 2021, and a write down of natural gas storage inventory to its net realizable value.

Income before income taxes in the Midstream segment was \$526 million in the year ended December 31, 2022, compared to \$242 million in 2021. The increase was mainly due to the absence of the impairment of MVP recorded in the fourth quarter of 2021, higher unrealized gains on risk management contracts, the absence of the pre-tax provision related to the sale of the U.S. transportation and storage business in the first quarter of 2021, and lower transaction costs, partially offset by the same previously referenced factors impacting normalized EBITDA, higher depreciation expense, and higher losses on disposition of assets.

In 2022, the Midstream segment recognized a pre-tax loss on disposition of assets of approximately \$3 million primarily due to expenses incurred in the third quarter of 2022 related to asset sales which closed in previous periods and the sale of AltaGas' interest in the Aitken Creek processing facilities in the second quarter of 2022. In addition, in 2022, the Midstream segment recognized the previously mentioned pre-tax provision of approximately \$6 million (\$5 million after-tax) primarily related to the abandoned Alton natural gas storage project. In 2021, the Midstream segment recognized pre-tax gains on dispositions of assets of approximately \$6 million related to the sale of the U.S. transportation and storage business, certain propane distribution assets, minor Midstream asset sales, and cash proceeds received from an escrow account related to the 2019 disposition of AltaGas' investment in Meade, which held WGL Midstream's (now WGL Sustainable Energy LLC) indirect, non-operating interest in Central Penn. In addition, in 2021, the Midstream segment recognized pre-tax provisions of approximately \$59 million (\$44 million after-tax) primarily related to the sale of the U.S. transportation and storage business as well as the previously mentioned provisions recognized in the fourth quarter of 2021. In 2021, the Midstream segment also recognized the previously mentioned provision on equity investments of \$271 million (\$209 million after-tax) related to its investment in MVP.

Midstream Hedges

	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Frac exposed volumes (Bbls/d)	10,927	9,081	10,440	9,887
NGL volumes hedged (Bbls/d)	8,000	8,982	8,204	9,253
Average price of NGL volumes hedged (\$/Bbl) ⁽¹⁾	34	26	34	26
Average export volumes hedged (Bbls/d)	55,953	44,984	54,721	47,714
Average FEI to North American NGL price spread for volumes hedged (US\$/Bbl)	11	10	16	10

(1) Excludes basis differential.

Corporate/Other

Three Months Ended December 31

In the Corporate/Other segment, normalized EBITDA for the fourth quarter of 2022 was a loss of \$3 million, compared to normalized EBITDA of \$1 million in the same quarter in 2021. The decrease in normalized EBITDA was mainly due to higher operating and administrative expenses.

Loss before income taxes in the Corporate/Other segment was \$115 million in the fourth quarter of 2022, compared to \$75 million in the same quarter in 2021. The higher loss was mainly due to higher interest expense, the same previously referenced factors impacting normalized EBITDA, and higher unrealized losses on risk management contracts, partially offset by the absence of provisions on assets recorded in 2021.

In the fourth quarter of 2021, the Corporate/Other segment recognized a pre-tax provision on assets of \$5 million relating to the Parks at Walter Reed thermal plant in Washington, D.C.

Year Ended December 31

In the Corporate/Other segment, normalized EBITDA for the year ended December 31, 2022 was a loss of \$3 million, compared to \$16 million in 2021. The increase in normalized EBITDA was mainly due to lower expenses related to employee incentive plans as a result of a lower share price in 2022 compared to 2021, partially offset by higher operating and administrative expenses.

Loss before income taxes in the Corporate/Other segment was \$358 million in the year ended December 31, 2022, compared to \$334 million in 2021. The higher loss was mainly due to higher interest expense and higher unrealized losses on risk management contracts, partially offset by the same factors impacting normalized EBITDA, higher gains on disposition of assets, and the absence of provisions on assets recorded in 2021.

In 2022, the Corporate/Other segment recognized a pre-tax gain on disposition of assets of approximately \$5 million which was comprised of a pre-tax gain of \$7 million on the sale of an energy storage development project in Goleta, California, partially offset by a pre-tax loss of \$2 million on the sale of a power plant in Brush, Colorado. In 2021, the Corporate/Other segment recognized a pre-tax loss of approximately \$1 million on the last remaining U.S. distributed generation project which was sold in 2019 but transferred to the purchaser during the second quarter of 2021. In addition, in 2021, the Corporate/Other segment recognized the previously mentioned pre-tax provision related to the Parks at Walter Reed thermal plant in Washington, D.C.

Net Invested Capital

Net invested capital is a non-GAAP financial measure. Please refer to the *Non-GAAP Financial Measures* section of this MD&A for further discussion.

					Three Months Ended December 31, 2022
(\$ millions)	Utilities	Midstream	Corporate/ Other	Total	
Invested capital:					
Property, plant and equipment	\$ 271	\$ 49	\$ 1	\$ 321	
Intangible assets	1	3	—	4	
Long-term investments	—	1	—	1	
Invested capital and net invested capital	\$ 272	\$ 53	\$ 1	\$ 326	

					Three Months Ended December 31, 2021
(\$ millions)	Utilities	Midstream	Corporate/ Other	Total	
Invested capital:					
Property, plant and equipment	\$ 234	\$ 11	\$ 2	\$ 247	
Intangible assets	1	1	1	3	
Long-term investments	—	3	—	3	
Invested capital	\$ 235	\$ 15	\$ 3	\$ 253	
Disposals:					
Asset dispositions	—	(1)	—	(1)	
Net invested capital	\$ 235	\$ 14	\$ 3	\$ 252	

During the fourth quarter of 2022, AltaGas' invested capital was \$326 million, compared to \$253 million in the same quarter in 2021. The increase in invested capital was primarily due to higher additions to property, plant, and equipment as a result of higher spend on system betterment programs at Washington Gas, construction costs for the Harmattan Carbon Capture and Acid Gas Injection Well project, and higher maintenance capital in the Midstream segment.

The invested capital in the fourth quarter of 2022 included maintenance capital of \$18 million (2021 - \$6 million) in the Midstream segment and less than \$1 million (2021 - \$1 million) related to remaining power assets in the Corporate/Other segment. The increase in Midstream maintenance capital in the fourth quarter of 2022 primarily related to routine maintenance expenditures at the Harmattan, RIPET, Gordondale, and Ferndale facilities.

During the fourth quarter of 2022, AltaGas' cash flow from investing activities was an outflow of \$336 million, compared to \$241 million in the same quarter in 2021. Please refer to the *Non-GAAP Financial Measures* and *Liquidity* sections of this MD&A for further information on AltaGas' cash flow from investing activities.

					Year Ended December 31, 2022
(\$ millions)	Utilities	Midstream	Corporate/ Other	Total	
Invested capital:					
Property, plant and equipment	\$ 822	\$ 108	\$ 10	\$ 940	
Intangible assets	2	6	1	9	
Long-term investments	—	(1)	—	(1)	
Purchase of remaining non-controlling interest in a subsidiary	—	285	—	285	
Invested capital	\$ 824	\$ 398	\$ 11	\$ 1,233	
Disposals:					
Asset dispositions	—	(225)	(20)	(245)	
Net invested capital	\$ 824	\$ 173	\$ (9)	\$ 988	

					Year Ended December 31, 2021
(\$ millions)	Utilities	Midstream	Corporate/ Other	Total	
Invested capital:					
Property, plant and equipment	\$ 705	\$ 61	\$ 9	\$ 775	
Intangible assets	2	2	2	6	
Long-term investments	—	11	—	11	
Contributions from non-controlling interest	—	(1)	—	(1)	
Other	—	7	—	7	
Invested capital	\$ 707	\$ 80	\$ 11	\$ 798	
Disposals:					
Asset dispositions	—	(345)	(1)	(346)	
Equity method investments	—	(3)	—	(3)	
Net invested capital	\$ 707	\$ (268)	\$ 10	\$ 449	

During the year ended December 31, 2022, AltaGas' invested capital was \$1.2 billion, compared to \$798 million in 2021. The increase in invested capital was primarily due to cash paid to purchase the remaining equity ownership of Petrogas, higher additions to property, plant, and equipment as a result of higher spend on system betterment, accelerated pipe replacement, and new business programs at Washington Gas, construction costs for the Harmattan Carbon Capture and Acid Gas Injection Well project, and higher turnaround maintenance capital in the Midstream segment. These were partially offset by the absence of spend on the Nig Creek expansion in the first half of 2021 and lower capital invested in the terminals and storage business and at the Ferndale facility.

The asset dispositions in the year ended December 31, 2022 primarily related to proceeds received from the sale of AltaGas' interest in the Aitken Creek processing facilities, a power plant in Brush, Colorado, and an energy storage development project in Goleta, California. In the year ended December 31, 2021, dispositions primarily related to proceeds received from the sale of the U.S. transportation and storage business, certain propane distribution assets, and other minor Midstream asset sales. The disposal of equity method investments in the year ended December 31, 2021 related to the cash proceeds received from an escrow account related to the 2019 disposition of AltaGas' investment in Meade, which held WGL Midstream's indirect, non-operating interest in Central Penn.

The invested capital for the year ended December 31, 2022 included maintenance capital of \$66 million (2021 - \$13 million) in the Midstream segment and \$8 million (2021 - \$7 million) related to remaining power assets in the Corporate/Other segment. The increase in maintenance capital for the Midstream segment was primarily due to costs relating to planned turnaround maintenance capital at the Harmattan, Townsend, and Gordondale facilities, as well as routine maintenance expenditures

incurred at the Harmattan, Ferndale and RIPET facilities. The increase in maintenance capital for the Corporate/Other segment was primarily due to the planned spring outage at Blythe.

During the year ended December 31, 2022, AltaGas' cash flow from investing activities was an outflow of \$997 million, compared to \$483 million in 2021. Please refer to the *Non-GAAP Financial Measures* and *Liquidity* sections of this MD&A for further information on AltaGas' cash flow from investing activities.

Risk Management

AltaGas is subject to a variety of risks which could have a material impact on the financial results and operations of the Company. Shareholders and prospective investors should carefully evaluate risk factors noted by the Company before investing in the Company's securities, as each of these risks may negatively affect the trading price of the Company's securities, the amount of dividends paid to shareholders and the ability of the Company to fund its debt obligations, including debt obligations under its outstanding notes and any other debt securities that the Company may issue from time to time. For discussion of the risks and trends that could materially affect the Company's performance please refer to AltaGas' 2022 Annual Information Form, which is available on SEDAR at www.sedar.com.

Risk Management Contracts

AltaGas is exposed to various market risks in the normal course of operations that could impact earnings and cash flows. AltaGas enters into physical and financial derivative contracts to manage exposure to fluctuations in commodity prices and foreign exchange rates, as well as to optimize certain owned and managed natural gas assets. These contracts do not eliminate AltaGas' exposure to risk associated with fluctuations in commodity prices or foreign exchange rates. The Board of Directors of AltaGas has established a risk management policy for the Corporation establishing AltaGas' risk management control framework. Derivative instruments are governed under, and subject to, this policy. As at December 31, 2022 and December 31, 2021, the fair values of the Corporation's derivatives were as follows:

(\$ millions)	December 31, 2022	December 31, 2021
Natural gas	\$ (203)	\$ (91)
Energy exports	27	15
NGL frac spread	(3)	(19)
Power	(78)	(26)
Crude oil and NGLs	4	(8)
Net derivative liability	\$ (253)	\$ (129)

AltaGas strives to continuously and systematically de-risk the business in order to drive predictable and durable returns and maximize long-term value for stakeholders. For Midstream, this includes striving to match financial hedges with physical volumes, and for Utilities, this includes purchasing physical gas throughout the year to help shield customers from major cost spikes during peak winter demand.

Commodity Price Contracts

The Corporation executes natural gas, power, LPG, crude oil, ocean freight, and other physical and financial commodity contracts to serve its customers as well as manage and optimize its asset portfolio. A portion of these physical contracts are not recorded at fair value because they are either: 1) designated as "normal purchases and normal sales"; 2) do not qualify as derivative instruments due to the significance of their notional amount relative to the applicable liquid markets; or 3) are weather derivatives, which are not exchanged or traded and the underlying variables relate to a climactic, geological, or other

physical variable. The fair value of commodity contracts that qualify as derivatives was calculated using estimated forward prices based on published sources for the relevant period. AltaGas has not elected hedge accounting for any of its derivative contracts currently in place. For AltaGas' Midstream segment, changes in the fair value of these derivative contracts are recorded in the Consolidated Statements of Income in the period in which the change occurs. For the Utilities segment, changes in the fair value of derivative instruments recoverable or refundable to customers are recorded to regulatory assets or regulatory liabilities on the Consolidated Balance Sheets, while changes in the fair value of derivative instruments not affected by rate regulation are recorded in the Consolidated Statements of Income in the period in which the change occurs. The Midstream segment also executes fixed-for-floating NGL frac spread swaps to manage exposure to frac spreads as the financial results of several extraction plants are affected by fluctuations in NGL frac spreads.

- The average indicative spot NGL frac spread for the year ended December 31, 2022 was approximately \$32/Bbl (2021 – \$29/Bbl), inclusive of basis differentials. The average NGL frac spread realized by AltaGas (based on average spot price and realized hedge price inclusive of basis differentials) for the year ended December 31, 2022 was approximately \$26/Bbl inclusive of basis differentials (2021 - \$12/Bbl).
- AltaGas continues to focus on de-risking its business and managing direct commodity price exposure to drive predictable and durable returns. While the Company does have exposure, it plans to maintain an active hedging program that proactively hedges commodity price and spread risk to mitigate the impact of fluctuations in margins and cash flows. For 2023, AltaGas has hedged approximately 77 percent of its 2023 expected frac exposed volumes hedged at approximately US\$27/Bbl, prior to transportation costs. In addition, approximately 62 percent of AltaGas' 2023 expected global export volumes are either tolled or financially hedged with an average FEI to North American financial hedge price of approximately US\$12/Bbl for non-tolled propane and butane volumes. AltaGas plans to manage the export facilities such that a growing portion of annual capacity will be underpinned by tolling arrangements, and expects to reach this objective over the next several years.

Additionally, AltaGas uses physical and financial derivatives for the purchase and sale of natural gas in order to optimize owned storage and transportation capacity as well as manage transportation and storage assets on behalf of third parties.

The Utilities segment enters into hedging contracts and other contracts that may qualify as derivative instruments related to the purchase of natural gas to manage price risk for its ratepayers. Additionally, Washington Gas executes commodity-related physical and financial contracts in the form of forward, futures, and option contracts as part of an asset optimization program. Under this program, Washington Gas realizes value from its long-term natural gas transportation and storage capacity resources when they are not being fully used to serve utility customers. Additionally, to serve retail customers, AltaGas enters into both physical and financial contracts for the purchase and sale of electricity and natural gas.

The Corporate/Other segment has various fixed-for-floating power purchase and sale contracts in the Alberta market, which are expected to be settled over the next year.

Foreign Exchange Contracts

AltaGas is exposed to foreign exchange risk as changes in foreign exchange rates may affect the fair value or future cash flows of the Corporation's financial instruments. AltaGas has foreign operations whereby the functional currency is the U.S. dollar. As a result, the Corporation's earnings, cash flows, and other comprehensive income are exposed to fluctuations resulting from changes in foreign exchange rates. This risk is partially mitigated to the extent that AltaGas has U.S. dollar-denominated debt and/or preferred shares outstanding. AltaGas may also enter into foreign exchange forward derivatives to manage the risk of fluctuating cash flows due to variations in foreign exchange rates.

- As at December 31, 2022, Management has designated US\$281 million of outstanding loans as a net investment hedge to hedge against the currency translation effect of its foreign investments (December 31, 2021 - US\$122 million).
- For the year ended December 31, 2022, a \$15 million after-tax unrealized loss on the net investment hedge was recorded in other comprehensive income (2021 - \$nil).

As at December 31, 2022, AltaGas did not have any outstanding foreign exchange forward contracts. The following foreign exchange forward contracts were outstanding as at December 31, 2021:

Foreign exchange forward contract	Notional Amount (US\$ millions)	Duration	Weighted average foreign exchange rate	Fair Value (\$ millions)
Foreign exchange swaps (purchases)	US\$10	Less than one year	1.2640	Less than \$1 million

For the year ended December 31, 2022, AltaGas recorded an after-tax realized gain of less than \$1 million on foreign exchange forward contracts (2021 - after-tax realized gain of \$19 million).

Interest Rate Contracts

AltaGas is exposed to interest rate risk as changes in interest rates may impact future cash flows and the fair value of its financial instruments. The Corporation manages its interest rate risk by holding a mix of both fixed and floating interest rate debt.

From time to time, AltaGas may concurrently draw on its credit facility in U.S. dollars and enter into cross currency basis swaps whereby, on final settlement, AltaGas receives U.S. dollars from the counterparty and pays Canadian dollars to the counterparty.

Weather Instruments

WGL Energy Services utilizes heating degree day (HDD) instruments from time to time to manage weather and price risks related to its natural gas and electricity sales during the winter heating season. WGL Energy Services also utilizes cooling degree day (CDD) instruments and other instruments to manage weather and price risks related to its electricity sales during the summer cooling season. These instruments cover a portion of estimated revenue or energy-related cost exposure to variations in HDDs or CDDs. For the year ended December 31, 2022, a pre-tax loss of less than \$1 million (2021 - pre-tax loss of less than \$1 million) was recorded related to heating degree day (HDD) and cooling degree day (CDD) instruments.

The Effects of Derivative Instruments on the Consolidated Statements of Income

The following table presents the unrealized gains (losses) on derivative instruments as recorded in the Corporation's Consolidated Statements of Income:

(\$ millions)	Three Months Ended December 31		Year Ended December 31	
	2022	2021	2022	2021
Natural gas	\$ (98)	\$ (54)	\$ (57)	6
Energy exports	(12)	19	21	38
Crude oil and NGLs	(4)	17	2	1
NGL frac spread	(5)	29	16	(13)
Power	(37)	(42)	(31)	9
Foreign exchange	—	(2)	—	(23)
	\$ (156)	\$ (33)	\$ (49)	18

Please refer to Note 24 of the 2022 Annual Consolidated Financial Statements for further details regarding AltaGas' risk management activities.

Liquidity

As a result of certain commitments made to the PSC of DC, the PSC of MD, and the SCC of VA in respect of the WGL Acquisition, Washington Gas is subject to certain restrictions when paying dividends to AltaGas. However, AltaGas does not expect that this will have an impact on AltaGas' ability to meet its obligations.

In addition, Wrangler SPE LLC and Washington Gas made certain ring fencing commitments to the PSC of DC, the PSC of MD, and the SCC of VA with the intention of removing Washington Gas from the bankruptcy estate of AltaGas and its affiliates, other than Washington Gas and Wrangler SPE LLC (together, the "Ring Fenced Entities"). Because of these ring fencing measures, none of the assets of the Ring Fenced Entities would be available to satisfy the debt or contractual obligations of AltaGas or any non-Ring Fenced Entity Affiliate, including any indebtedness or other contractual obligations of AltaGas, and the Ring Fenced Entities do not bear any liability for indebtedness or other contractual obligations of any non-Ring Fenced Entity, and vice versa.

(\$ millions)	Year Ended December 31	
	2022	2021
Cash from operations	\$ 539	\$ 738
Investing activities	(997)	(483)
Financing activities	435	(245)
Increase (decrease) in cash, cash equivalents, and restricted cash	\$ (23)	\$ 10

Cash From Operations

Cash from operations decreased by \$199 million for the year ended December 31, 2022 compared to 2021, primarily due to unfavourable variances in the net change in operating assets and liabilities, partly offset by higher distributions from equity investments and higher net income after taxes (after adjusting for non-cash items). The majority of the variance in net change in operating assets and liabilities was due to lower cash flow from accounts receivable and inventory due to fluctuations in commodity prices and sales volumes as well as the impact of the sale of the U.S. transportation and storage business in 2021, partially offset by increased cash flows from accounts payable and accrued liabilities driven by fluctuations in commodity prices and the impact of the sale of the U.S. transportation and storage business and increased cash flows from regulatory liabilities.

Working Capital

<i>(\$ millions, except working capital ratio)</i>	December 31, 2022	December 31, 2021
Current assets	\$ 4,638	\$ 2,624
Current liabilities	3,407	2,657
Working capital (deficiency)	\$ 1,231	\$ (33)
Working capital ratio ⁽¹⁾	1.36	0.99

(1) Calculated as current assets divided by current liabilities.

The increase in the working capital ratio was primarily due to the reclassification of assets held for sale related to the Alaska Utilities Disposition, and increases in accounts receivable and inventory, partially offset by increases in accounts payable and accrued liabilities, short-term debt, regulatory liabilities, and liabilities associated with assets held for sale. AltaGas' working capital will fluctuate in the normal course of business.

Investing Activities

Cash used in investing activities for the year ended December 31, 2022 was \$997 million, compared to \$483 million in 2021. Investing activities for the year ended December 31, 2022 primarily included expenditures of approximately \$958 million for property, plant, and equipment and intangible assets and a cash payment of approximately \$285 million for the purchase of the remaining non-controlling interest of Petrogas, partially offset by proceeds of \$245 million from the disposition of assets primarily related to the disposition of the interest in the Aitken Creek processing facilities, a 60 MW stand-alone energy development project in Goleta, California, and a power plant in Brush, Colorado, and approximately \$1 million of net distributions from equity investments. Investing activities for the year ended December 31, 2021 included expenditures of approximately \$814 million for property, plant, and equipment and intangible assets, approximately \$11 million of contributions to equity investments, and other changes in investing activities of \$7 million, partially offset by proceeds of \$3 million received from an escrow account related to the 2019 disposition of AltaGas' investment in Meade and proceeds of \$346 million from the disposition of assets (net of transaction costs).

Financing Activities

Cash from financing activities for the year ended December 31, 2022 was \$435 million, compared to cash used in financing activities of \$245 million in 2021. Financing activities for the year ended December 31, 2022 were primarily comprised of long-term debt issuances of \$718 million, net issuances under credit facilities of \$466 million, issuance of subordinated hybrid notes, net of debt issuance costs of \$544 million, issuances of short-term debt of \$128 million and net proceeds from shares issued on the exercise of share options of \$25 million, partially offset by repayments of long-term debt of \$513 million, dividends of \$338 million, redemption of preferred shares of \$574 million, and distributions to non-controlling interests of \$21 million. Financing activities for the year ended December 31, 2021 were primarily comprised of net repayments of short-term debt and repayments of long-term debt of \$89 million, net repayments under credit facilities of \$229 million, dividends of \$356

million, and distributions to non-controlling interests of \$32 million, partially offset by long-term debt issuances of \$446 million, net proceeds from shares issued on the exercise of share options of \$14 million, and contributions from non-controlling interests of \$1 million.

Capital Resources

AltaGas' objective for managing capital is to maintain its investment grade credit ratings, ensure adequate liquidity, optimize the profitability of its existing assets, and grow its energy infrastructure to create long-term value and enhance returns for its investors. AltaGas' capital structure is comprised of shareholders' equity (including non-controlling interests), short-term and long-term debt (including the current portion and debt classified as held for sale), and subordinated hybrid notes, less cash and cash equivalents.

The use of debt or equity funding is based on AltaGas' capital structure, which is determined by considering the norms and risks associated with operations and cash flow stability and sustainability.

(\$ millions)	December 31, 2022	December 31, 2021
Short-term debt ⁽¹⁾	\$ 293	\$ 161
Current portion of long-term debt ⁽²⁾	334	511
Long-term debt ⁽³⁾	8,694	7,684
Subordinated hybrid notes ⁽⁴⁾⁽⁵⁾	544	—
Debt classified as held for sale ⁽⁶⁾	63	—
Total debt	9,928	8,356
Less: cash and cash equivalents	(53)	(63)
Net debt	\$ 9,875	\$ 8,293
Shareholders' equity	7,456	6,949
Non-controlling interests	162	652
Total capitalization	\$ 17,493	\$ 15,894
Net debt-to-total capitalization (%)	56	52

(1) For the purposes of the net debt calculation, short-term debt excludes third-party project financing obtained on behalf of the United States federal government to provide funds for the construction of certain energy management services projects. As this debt was obtained on behalf of the U.S. government, AltaGas would only need to repay in the event that the project is not completed or accepted by the government. At December 31, 2022, the project financing balance excluded from short-term debt in the above table was \$nil (December 31, 2021 - \$8 million).

(2) Net of debt issuance costs of less than \$1 million as at December 31, 2022 (December 31, 2021 - \$1 million).

(3) Net of debt issuance costs of \$41 million as at December 31, 2022 (December 31, 2021 - \$43 million).

(4) The \$300 million subordinated hybrid notes, Series 1 have a coupon rate of 5.25 percent, and are due on January 11, 2082. They were offered under AltaGas' short form base shelf prospectus dated February 22, 2021, as supplemented by a prospectus supplement dated January 5, 2022. The \$250 million subordinated hybrid notes, Series 2 have a coupon rate of 7.35 percent and are due on August 17, 2082. They were offered under AltaGas' short form base shelf prospectus dated February 22, 2021, as supplemented by a prospectus supplement dated August 4, 2022.

(5) Net of debt issuance costs of \$6 million as at December 31, 2022 (December 31, 2021 - \$nil).

(6) Pursuant to the May 26, 2022 announcement of the Alaska Utilities Disposition, \$63 million of related debt was reclassified to "liabilities associated with assets held for sale" on the Consolidated Balance Sheets at December 31, 2022. The transaction closed on March 1, 2023. Refer to Notes 5 and 34 of the 2022 Annual Consolidated Financial Statements for additional details.

As at December 31, 2022, AltaGas' total debt primarily consisted of outstanding medium-term notes (MTNs) of \$3.8 billion (December 31, 2021 - \$4.3 billion), WGL and Washington Gas long-term debt of \$2.8 billion (December 31, 2021 - \$2.4 billion), reflecting fair value adjustments on acquisition, SEMCO long-term debt of \$670 million (December 31, 2021 - \$633 million) of which \$63 million is classified as held for sale (December 31, 2021 - \$nil), \$1.5 billion drawn under the bank credit facilities (December 31, 2021 - \$495 million), \$550 million of subordinated hybrid notes (December 31, 2021 - \$nil), and short-term debt of \$293 million (December 31, 2021 - \$169 million). In addition, AltaGas had \$198 million of letters of credit outstanding (December 31, 2021 - \$245 million).

As at December 31, 2022, AltaGas' total market capitalization was approximately \$6.6 billion based on approximately 282 million common shares outstanding and a closing trading price on December 31, 2022 of \$23.38 per common share.

AltaGas' earnings interest coverage for the rolling twelve months ended December 31, 2022 was 2.4 times (twelve months ended December 31, 2021 – 2.0 times).

Credit Facilities (\$ millions)	Borrowing capacity	Drawn at December 31, 2022	Drawn at December 31, 2021
AltaGas demand credit facilities ^{(1) (2)}	\$ 70	\$ —	\$ 34
AltaGas revolving credit facilities ^{(1) (2) (3)}	2,500	861	375
AltaGas term credit facility ⁽¹⁾	450	450	—
SEMCO Energy US\$150 million credit facilities ^{(1) (2)}	203	189	120
WGL US\$300 million revolving credit facility ^{(1) (2) (4)}	406	250	342
Washington Gas US\$450 million revolving credit facility ^{(1) (2) (4)}	609	429	288
	\$ 4,238	\$ 2,179	\$ 1,159

(1) Amount drawn at December 31, 2022 converted at the month-end rate of 1 U.S. dollar = 1.3544 Canadian dollar (December 31, 2021 - 1 U.S. dollar = 1.2678 Canadian dollar).

(2) All US\$ borrowing capacity was converted at the December 31, 2022 U.S./Canadian dollar month-end exchange rate.

(3) During the fourth quarter of 2022, AltaGas closed an amendment of the Petrogas \$200 million revolving credit facility in which AltaGas replaced Petrogas as the borrower, which is in addition to the AltaGas \$2 billion five-year extendible committed revolving tranche, and the \$300 million two-year extendible side car liquidity revolving facility.

(4) Amounts drawn include commercial paper that is supported by the long term facilities. WGL and Washington Gas have the right to request additional borrowings of up to US\$100 million with the bank's approval, for a total of US\$400 million and US\$550 million on their respective facilities.

In addition to the facilities listed above, AltaGas has demand Letter of Credit facilities of \$461 million (December 31, 2021 - \$467 million). At December 31, 2022, there were letters of credit for \$198 million (December 31, 2021 - \$245 million) issued on these facilities and an additional less than \$1 million (December 31, 2021 - less than \$1 million) issued on the Company's revolving credit facilities.

WGL and Washington Gas use short-term debt in the form of commercial paper or unsecured short-term bank loans to fund seasonal cash requirements. Revolving committed credit facilities are maintained in an amount equal to or greater than the expected maximum commercial paper position. As at December 31, 2022, commercial paper outstanding totaled \$679 million for WGL and Washington Gas (December 31, 2021 – \$630 million).

All of the borrowing facilities have covenants customary for these types of facilities, which must be met at each quarter end. AltaGas and its subsidiaries have been in compliance with all financial covenants each quarter since the establishment of the facilities. AltaGas and its subsidiaries are also in compliance with trust indenture requirements for its MTNs as at December 31, 2022 and December 31, 2021.

The following table summarizes the Corporation's primary financial covenants as defined by the credit facility agreements:

Ratios	Debt covenant requirements	As at December 31, 2022
Bank debt-to-capitalization ^{(1) (2)}	not greater than 65%	less than 55%
Bank EBITDA-to-interest expense ^{(1) (2)}	not less than 2.5x	greater than 4.3x
Bank debt-to-capitalization (SEMCO) ^{(2) (3)}	not greater than 60%	less than 48%
Bank EBITDA-to-interest expense (SEMCO) ^{(2) (3)}	not less than 2.25x	greater than 8.0x
Bank debt-to-capitalization (WGL) ^{(2) (4)}	not greater than 65%	less than 50%
Bank debt-to-capitalization (Washington Gas) ^{(2) (4)}	not greater than 65%	less than 52%

(1) Calculated in accordance with the Corporation's \$2.3 billion credit facility agreement, which is available on SEDAR at www.sedar.com. The covenants are equivalent and applicable to all the Corporation's committed credit facilities.

(2) Estimated, subject to final adjustments.

(3) Bank EBITDA-to-interest expense (SEMCO) and bank debt-to-capitalization (SEMCO) are calculated based on SEMCO's consolidated financial statements and are calculated similarly to bank debt-to-capitalization and bank EBITDA-to-interest expense.

(4) WGL's bank debt-to-capitalization ratio is calculated based on WGL's consolidated financial statements.

On February 22, 2021, a \$2.5 billion base shelf prospectus for the issuance of certain types of future public debt and/or equity issuances was filed to replace the base shelf prospectus dated September 25, 2019. This enables AltaGas to access the Canadian capital markets on a timely basis during the 25-month period that the base shelf prospectus remains effective. As at December 31, 2022, approximately \$1.4 billion was available under the base shelf prospectus.

On February 22, 2021, AltaGas filed a US\$2.0 billion short form base shelf prospectus in both Alberta and the U.S to replace the US\$2.0 billion short form base prospectus filed on January 21, 2020. This will enable AltaGas to access the U.S. capital markets during the 25-month period that the base shelf prospectus remains effective. As at December 31, 2022, US\$2.0 billion was available under the base shelf prospectus.

Contractual Obligations

December 31, 2022					
(\$ millions)	Total	Less than 1 year	1 - 3 years	4 - 5 years	After 5 years
Short-term debt	\$ 293	\$ 293	\$ —	\$ —	\$ —
Long-term debt ⁽¹⁾	8,968	327	2,241	1,968	4,432
Debt classified as held for sale ⁽²⁾	60	7	12	12	29
Subordinated hybrid notes ⁽²⁾	550	—	—	—	550
Operating leases ⁽³⁾	562	101	177	128	156
Purchase obligations ⁽⁴⁾	15,680	3,297	4,651	3,130	4,602
Capital project commitments	32	32	—	—	—
Pension plan and retiree benefits ⁽⁵⁾	8	8	—	—	—
Merger commitments ⁽⁶⁾	10	5	3	2	—
Environmental commitments	13	10	2	1	—
Post-acquisition contingent payments ⁽⁷⁾	5	5	—	—	—
Other liabilities ⁽⁸⁾	52	52	—	—	—
Total contractual obligations ⁽⁹⁾	\$ 26,233	\$ 4,137	\$ 7,086	\$ 5,241	\$ 9,769

- (1) Excludes deferred financing costs, discounts, finance lease liabilities, the fair value adjustment on the WGL Acquisition, and debt classified as held for sale.
- (2) Excludes deferred financing costs and certain finance lease liabilities.
- (3) Payments are presented on an undiscounted cash basis.
- (4) Excludes an estimated US\$7.6 billion of natural gas purchases through 2033 and US\$1 billion of pipeline contracts through 2043 that are contingent on the in-service date of the Mountain Valley Pipeline.
- (5) Assumes only required payments will be made into the pension plans in 2023. Contributions are made in accordance with independent actuarial valuations.
- (6) Relates to merger commitments arising from the WGL Acquisition. Represents the estimated future payments of merger commitments that have been accrued but not paid. Among other things, these commitments include rate credits distributable to both residential and non-residential customers to partially offset rate increases resulting from gas expansion, extension of natural gas service over a 10-year period and other programs, various public interest commitments, and safety programs. As at December 31, 2022, the cumulative amount of merger commitments that have been expensed but not yet paid is approximately US\$8 million. Additionally, there are a number of operational commitments with various timeframes, including the funding of leak mitigation and reducing leak backlogs, the funding of damage prevention efforts, developing projects to extend natural gas service, maintaining pre-merger quality of service standards including odor call response times, increasing supplier diversity, achieving synergy savings benefits, as well as reporting and tracking related to certain commitments, and causing the development of 15 MW of either electric grid energy storage or tier one renewable resources.
- (7) Relating to certain alleged air-related violations at the Ferndale terminal. The penalty was paid in full in February 2023.
- (8) Excludes non-financial liabilities.
- (9) U.S. dollar commitments have been converted to Canadian dollars using the December 31, 2022 exchange rate.

AltaGas expects to fund its obligations through internally-generated cash flow, asset sales, and normal course borrowings on existing committed credit facilities.

Related Party Transactions

In the normal course of business, AltaGas transacts with its subsidiaries, affiliates and joint ventures. Refer to Note 31 of the 2022 Annual Consolidated Financial Statements for the amounts due to or from related parties on the Consolidated Balance Sheets and the classification of revenue, income, and expenses in the Consolidated Statements of Income.

Credit Ratings

The below table summarizes the most recent credit ratings for AltaGas and subsidiaries:

Entity	Rating Agency	Debt Rated	Most Recent Rating	Comments
AltaGas	Standard & Poor's (S&P)	Issuer rating	BBB-	Last reviewed June 8, 2022
		Senior unsecured	BBB-	Last reviewed June 8, 2022
		Preferred shares and Junior Subordinated	P-3 / BB	Last reviewed August 3, 2022. Junior Subordinated added on January 5 and August 3, 2022.
	Fitch Ratings (Fitch)	Issuer	BBB	Last reviewed on August 17, 2022.
		Preferred shares and Junior Subordinated	BB+	Last reviewed on August 17, 2022. Junior Subordinated added on January 5, 2022.
Washington Gas	S&P	Unsecured debt	A-	Last reviewed June 8, 2022.
		Commercial paper	A-2	Last reviewed June 8, 2022.
	Fitch	Unsecured debt	A	Last reviewed August 17, 2022.
WGL	S&P	Issuer	BBB-	Last reviewed June 8, 2022.
		Senior unsecured	BB+	Last reviewed June 8, 2022.
		Commercial paper	A-3	Last reviewed June 8, 2022.
	Fitch	Issuer	BBB	Last reviewed August 17, 2022.
SEMCO	Moody's	Long-term issuer	A3	Raised from Baa1 to A3 on January 22, 2021 with stable outlook.
		Senior secured notes	A1	Raised from A2 to A1 on January 22, 2021 with stable outlook.
	S&P	Long-term issuer	BBB	Last reviewed June 8, 2022.
		Senior secured notes	A-	Last reviewed June 8, 2022.

According to the S&P rating system, an obligor rated BBB has adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitments. An obligor rated 'A' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitments on the obligation is still strong. The ratings from AA to CCC may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories. A P-3 rating by S&P is the third highest of eight categories granted by S&P under its Canadian preferred share rating scale and a P-3 rating directly corresponds with a BB rating under its global preferred rating scale. The Canadian preferred share rating scale is fully determined by the global preferred rating scale and there are no additional analytical criteria associated with the determination of ratings on the Canadian preferred share rating scale. According to the S&P rating system, while securities rated P-3 are regarded as having significant speculative characteristics, they are less vulnerable to non-payment than other speculative issues. However, it faces major ongoing uncertainties or exposure to adverse business, financial, or economic conditions which could lead to the obligor's inadequate capacity to meet its financial commitment on the obligation. The ratings from P-1 to P-5 may be modified by "high" and "low" grades which indicate relative standing within the major rating categories.

According to the Fitch rating system, 'BBB' ratings indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate, but adverse business or economic conditions are more likely to impair this capacity. 'A' ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings. The ratings from AA to CCC may be modified by the addition of a plus (+) or minus (-) sign indicating relative differences of probability of default or recovery for issues. A 'BB' rating by Fitch indicates an elevated

vulnerability to default risk, particularly in the event of adverse changes in business or economic conditions over time; however, business or financial flexibility exists that support the servicing of financial commitments.

A short-term obligation rated 'A-2' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher rating categories. However, the obligor's capacity to meet its financial commitments on the obligation is satisfactory. A short-term obligation rated 'A-3' exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to weaken an obligor's capacity to meet its financial commitments on the obligation.

Moody's obligations rated A are judged to be upper-medium grade and are subject to low credit risk. Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

The credit ratings accorded to the securities by the rating agencies are not recommendations to purchase, hold, or sell the securities in as much as such ratings do not comment as to market price or suitability for a particular investor. There is no assurance that any rating will remain in effect for any given period of time or that any rating will not be revised or withdrawn entirely by a rating agency in the future if, in its judgment, circumstances so warrant.

Share Information

	As at February 24, 2023
Issued and outstanding	
Common shares	281,591,363
Preferred Shares	
Series A	6,746,679
Series B	1,253,321
Series E	8,000,000
Series G	6,885,823
Series H	1,114,177
Issued	
Share options	6,898,609
Share options exercisable	6,263,664

Dividends

Effective March 31, 2022, common share dividends are declared and paid on a quarterly basis. Dividends on preferred shares are also paid quarterly. Dividends are at the discretion of the Board of Directors and dividend levels are reviewed periodically, giving consideration to the ongoing sustainable cash flow from operating activities, maintenance and growth capital expenditures, and debt repayment requirements of AltaGas.

The following table summarizes AltaGas' dividend declaration history:

Common Share Dividends

Year Ended December 31			
<i>(\$ per common share)</i>		2022	2021
First quarter	\$	0.265000	\$ 0.249900
Second quarter		0.265000	0.249900
Third quarter		0.265000	0.249900
Fourth quarter		0.265000	0.249900
Total	\$	1.060000	\$ 0.999600

Series A Preferred Share Dividends

Year Ended December 31			
<i>(\$ per preferred share)</i>		2022	2021
First quarter	\$	0.191250	\$ 0.191250
Second quarter		0.191250	0.191250
Third quarter		0.191250	0.191250
Fourth quarter		0.191250	0.191250
Total	\$	0.765000	\$ 0.765000

Series B Preferred Share Dividends

Year Ended December 31			
<i>(\$ per preferred share)</i>		2022	2021
First quarter	\$	0.171920	\$ 0.170690
Second quarter		0.198020	0.170360
Third quarter		0.260690	0.174480
Fourth quarter		0.376700	0.178830
Total	\$	1.007330	\$ 0.694360

Series C Preferred Share Dividends ⁽¹⁾

Year Ended December 31			
<i>(US\$ per preferred share)</i>		2022	2021
First quarter	\$	0.330625	\$ 0.330625
Second quarter		0.330625	0.330625
Third quarter		0.330625	0.330625
Fourth quarter		—	0.330625
Total	\$	0.991875	\$ 1.322500

(1) On September 30, 2022, AltaGas redeemed all of its outstanding Series C Preferred Shares.

Series E Preferred Share Dividends

Year Ended December 31			
(\$ per preferred share)		2022	2021
First quarter	\$	0.337063	\$ 0.337063
Second quarter		0.337063	0.337063
Third quarter		0.337063	0.337063
Fourth quarter		0.337063	0.337063
Total	\$	1.348252	\$ 1.348252

Series G Preferred Share Dividends

Year Ended December 31			
(\$ per preferred share)		2022	2021
First quarter	\$	0.265125	\$ 0.265125
Second quarter		0.265125	0.265125
Third quarter		0.265125	0.265125
Fourth quarter		0.265125	0.265125
Total	\$	1.060500	\$ 1.060500

Series H Preferred Share Dividends

Year ended December 31			
(\$ per preferred share)		2022	2021
First quarter	\$	0.196582	\$ 0.195349
Second quarter		0.222950	0.195295
Third quarter		0.285890	0.199690
Fourth quarter		0.401900	0.204038
Total	\$	1.107322	\$ 0.794372

Series K Preferred Share Dividends ⁽¹⁾

Year Ended December 31			
(\$ per preferred share)		2022	2021
First quarter	\$	0.312500	\$ 0.312500
Second quarter		—	0.312500
Third quarter		—	0.312500
Fourth quarter		—	0.312500
Total	\$	0.312500	\$ 1.250000

(1) On March 31, 2022, AltaGas redeemed all of its outstanding Series K Preferred Shares.

Critical Accounting Estimates

Since a determination of the value of many assets, liabilities, revenues and expenses is dependent upon future events, the preparation of AltaGas' Consolidated Financial Statements requires the use of estimates and assumptions that have been made using careful judgment. AltaGas' significant accounting policies are contained in the notes to the 2022 Annual Consolidated Financial Statements. Certain of these policies involve critical accounting estimates as a result of the requirement to make particularly subjective or complex judgments about matters that are inherently uncertain, and because of the likelihood that materially different amounts could be reported under different conditions or using different assumptions.

Significant estimates and judgments made by Management in the preparation of the Consolidated Financial Statements are outlined below:

Regulatory Assets and Liabilities

SEMCO Gas, ENSTAR and Washington Gas engage in the delivery and sale of natural gas. SEMCO Gas and ENSTAR are regulated by the MPSC and RCA, respectively. Washington Gas is regulated by the PSC of DC in the District of Columbia, the PSC of MD in Maryland, and the SCC of VA in Virginia.

The regulatory agencies exercise statutory authority over matters such as tariffs, rates, construction, operations, financing, returns and certain contracts with customers. In order to recognize the economic effects of the actions and decisions of the regulators, the timing of recognition of certain assets, liabilities, revenues and expenses as a result of regulation may differ from that otherwise expected using U.S. GAAP for entities not subject to rate regulation.

Regulatory assets represent future revenues associated with certain costs incurred in the current period or in prior periods that are expected to be recovered from customers in future periods through the rate-setting process. Regulatory liabilities represent future reductions or limitations of increases in revenue associated with amounts that are expected to be refunded to customers through the rate-setting process.

Asset Impairment

AltaGas reviews long-lived assets, regulatory assets, and intangible assets with indefinite and finite lives whenever events or changes in circumstances indicate that the carrying value of such assets may not be recoverable. Recoverability is determined based on an estimate of undiscounted cash flows or other indicators of fair value, and measurement of an impairment loss is determined based on the fair value of the assets. The determination of fair value requires Management to make assumptions about future cash inflows and outflows over the life of an asset. Any changes to the assumptions used for the future cash flow could result in revisions to the evaluation of the recoverability of the long-lived assets or intangible assets and the recognition of an impairment loss in the Consolidated Financial Statements.

AltaGas also tests goodwill for impairment annually or more frequently if events or changes in circumstances indicate that it is more likely than not that the fair value of a reporting unit is less than its carrying value. The Corporation has the option to first assess qualitative factors to determine whether it is necessary to perform the quantitative goodwill impairment test. If the quantitative goodwill impairment test is performed, the fair value of the Corporation's reporting units is compared to the carrying values. If the carrying value of a reporting unit, including allocated goodwill exceeds its fair value, goodwill impairment is measured as the excess of the carrying value amount of the reporting unit's allocated goodwill over the implied fair value of the goodwill. Based on the valuation approach, the fair value used in the quantitative impairment test of goodwill requires determining appropriate market multiples of earnings or estimating future cash flows as well as appropriate discount rates. AltaGas has assessed goodwill for impairment as at December 31, 2022 and determined that no write-down was required.

Asset Retirement Obligations

AltaGas records liabilities relating to asset retirement obligations when there is a legal obligation. In estimating the obligations, Management is required to make assumptions regarding inflation and discount rates, ultimate amounts and timing of settlements, and expected changes in environmental laws and regulation. A change in any of these estimates could have a material impact on AltaGas' Consolidated Financial Statements.

Income Taxes

The Corporation is subject to the provisions of the *Income Tax Act* (Canada) for purposes of determining the amount of income that will be subject to tax in Canada and the *Internal Revenue Code* (U.S.) for the purposes of determining the amount of

income that will be subject to tax in the United States. The determination of AltaGas' and its subsidiaries' provision for income taxes requires the application of these complex rules.

Substantial deferred income tax assets and liabilities are recognized in the Consolidated Financial Statements. The recognition of deferred tax assets depends on the assumption that future earnings will be sufficient to realize the deferred benefit. A valuation allowance is recorded against deferred tax assets where all or a portion of that asset is not expected to be realized. The amount of the deferred tax asset or liability recorded is based on Management's best estimate of the timing of the realization of the assets or liabilities.

If Management's interpretation of tax legislation differs from that of tax authorities, or if timing of reversals is not as anticipated, the provision for income taxes could increase or decrease in future periods. See Note 21 of the 2022 Annual Consolidated Financial Statements.

Pension Plans and Post-Retirement Benefits

The determination of pension plan obligations and expense is based on a number of actuarial assumptions. Critical assumptions include the expected long-term rate-of-return on plan assets, the discount rate applied to pension plan obligations, the expected rate of compensation increase, and mortality rates. For post-retirement benefit plans, which provide for certain health care premiums and life insurance benefits for qualifying retired employees and which are not funded, critical assumptions in determining post-retirement obligations and expense are the discount rate and the assumed health care cost trend rates.

Depreciation and Amortization

Depreciation and amortization of property, plant, and equipment and intangible assets are based on Management's judgment of the estimated useful life of the assets. When it is determined that assigned asset lives do not reflect the estimated remaining period of benefit, prospective changes are made to the depreciable lives of those assets. For regulated entities, amortization rates are generally prescribed by the applicable regulatory authority. There are a number of uncertainties inherent in estimating the remaining useful life of certain assets and changes in assumptions could result in material adjustments to the amount of amortization that AltaGas recognizes from period to period.

Loss Contingencies

AltaGas and its subsidiaries are subject to various legal claims and actions arising in the normal course of business. Liabilities for loss contingencies are determined on a case-by-case basis and are accrued for when it is probable that a liability has been incurred and the amount can be reasonably estimated. Significant judgment is required to determine the probability of having incurred the liability and the estimated amount. Estimates are reviewed regularly and updated as new information is received. As at December 31, 2022, a liability of US\$4 million (approximately CAD \$5 million) has been recorded for penalties related to certain alleged air-related violations at the Ferndale terminal. On January 13, 2023, Petrogas West, LLC signed a Settlement Agreement with the Northwest Clean Air Agency (NWCAA) in order to resolve these alleged violations. The penalty was paid in February 2023 and represents a full and final resolution of all claims brought, or that could have been brought by the NWCAA related to the alleged violations. No additional material provisions on loss contingencies have been recorded by the Corporation. However, due to the inherent uncertainty of the litigation process, the resolution of any particular contingencies could have a material adverse effect on the Corporation's results of operations or financial position.

Fair Value of Financial Instruments

Fair value is defined as the amount of consideration that would be agreed upon in an arms-length transaction, other than a forced sale or liquidation, between knowledgeable, willing parties who are under no compulsion to act. The best evidence of

fair value is a quoted bid or ask price, as appropriate, in an active market. Fair value based on unadjusted quoted prices in an active market requires minimal judgment by Management. Where bid or ask prices in an active market are not available, Management's judgment on valuation inputs is necessary to determine fair value. AltaGas enters into physical and financial derivative contracts to manage exposure to fluctuations in commodity prices and foreign exchange rates, as well as to optimize certain owned and managed natural gas assets. AltaGas estimates forward prices based on published sources adjusted for factors specific to the asset or liability, including basis and location differentials, discount rates, and currency exchange. The forward curves used to mark these derivative instruments to market are vetted against public sources. Where observable market data is not available, AltaGas uses valuation techniques which require significant judgment by Management. Changes in estimates and assumptions about these inputs could affect the reported fair value.

Adoption of New Accounting Standards

Effective January 1, 2022, AltaGas adopted the following Financial Accounting Standards Board (FASB) issued Accounting Standards Updates (ASU):

- In August 2020, FASB issued ASU No. 2020-06 "Debt with Conversion and Other Options and Topic 815-40 - Derivatives and Hedging - Contracts in Entity's Own Equity: Accounting for Convertible Instruments and Contract in an Entity's Own Equity". The amendments in this ASU simplify the accounting for certain financial instruments with characteristics of liabilities and equity, including convertible instruments and contracts in an entity's own equity. The adoption of this ASU did not have a material impact on AltaGas' consolidated financial statements; and
- In July 2021, FASB issued ASU No. 2021-05 "Leases (Topic 842): Lessors - Certain Leases with Variable Lease Payments". The amendments in this ASU affect lessors with lease contracts that have variable lease payments that do not depend on a reference index or a rate as an operating lease that and would have resulted in the recognition of a selling loss at lease commencement if classified as sales-type or direct financing. The adoption of this ASU did not have a material impact on AltaGas' consolidated financial statements.

Effective December 31, 2022, AltaGas adopted the following FASB issued ASU:

- In November 2021, FASB issued ASU No. 2021-10 "Government Assistance (Topic 832): Disclosures by Business Entities about Government Assistance". The amendments in this ASU require annual disclosure about transactions with a government entity, including the nature of the transactions, the method applied to account for the government assistance, impacted line items on the financial statements, and significant terms and conditions of the agreement. The adoption of this ASU did not have a material impact on AltaGas' consolidated financial statements; and
- In December 2022, FASB issued ASU 2022-06 "Topic 848 - Reference Rate Reform: Deferral of the Sunset Date of Topic 848". The amendments in this ASU defer the sunset date of Topic 848 from December 31, 2022 to December 31, 2024. The adoption of this ASU did not have a material impact on AltaGas' consolidated financial statements.

Future Changes in Accounting Principles

In October 2021, FASB issued ASU 2021-08 "Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers". The amendments in this ASU require an entity to recognize and measure contract assets and liabilities acquired in a business combination in accordance with Topic 606. The amendments in this ASU are effective for fiscal years beginning after December 15, 2022 and should be applied prospectively to business combinations

occurring on or after the effective date of the amendment. The adoption of this ASU is not expected to have a material impact on AltaGas' consolidated financial statements.

In March 2022, FASB issued ASU No. 2022-01 "Derivatives and Hedging (Topic 815): Fair Value Hedging - Portfolio Layer Method". The amendments in this ASU will allow non-prepayable financial assets to be included in a closed portfolio hedged using the portfolio layer method and promote consistency in single and multiple hedged layers. The amendments in this ASU are effective for fiscal years beginning after December 15, 2022 and should be applied on a modified retrospective basis. Early adoption is permitted. The adoption of this ASU is not expected to have a material impact on AltaGas' consolidated financial statements.

In March 2022, FASB issued ASU No. 2022-02 "Financial Instruments - Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures". The amendments in this ASU will eliminate the accounting guidance for troubled debt restructurings (TDRs) by creditors while enhancing disclosure requirements for certain loan refinancings and restructurings by creditors when a borrower is experiencing financial difficulty, as well as require disclosure of current-period write offs by year of origination for financing receivables and net investments in leases. The amendments in this ASU are effective for fiscal years beginning after December 15, 2022 and should be applied prospectively with an option to apply on a modified retrospective basis for the transition method related to the recognition and measurement of TDRs. The adoption of this ASU is not expected to have a material impact on AltaGas' consolidated financial statements.

In June 2022, FASB issued ASU No. 2022-03 "Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions". The amendments in this ASU clarify that a contractual restriction on the sale of an equity security is not considered part of the unit of account of the equity security, and therefore, is not considered in measuring fair value. In addition, an entity cannot, as a separate unit of account, recognize a contractual sale restriction. Equity securities subject to contractual sale restrictions also require certain additional disclosures. The amendments in this ASU are effective for fiscal years beginning after December 15, 2023 and should be applied prospectively with adjustments as a result of adopting this ASU being recognized in earnings. The adoption of this ASU is not expected to have a material impact on AltaGas' consolidated financial statements.

In September 2022, FASB issued ASU No. 2022-04 "Liabilities (Subtopic 405-50) - Supplier Finance Programs". The amendments in this ASU will require a buyer in a supplier finance program to disclose the key terms of the program, the amount outstanding at the end of the period, a roll forward of that obligation during the period, and where the obligation is presented on the balance sheet. The amendments in this ASU are effective for fiscal years beginning after December 15, 2022, except for the amendment on the roll forward information, which is effective for fiscal years beginning after December 15, 2023. The amendments in this ASU should be applied retrospectively, except for the amendment on the roll forward information, which is applied prospectively. The adoption of this ASU is not expected to have a material impact on AltaGas' consolidated financial statements.

Off-Balance Sheet Arrangements

AltaGas is not party to any contractual arrangements with unconsolidated entities that have, or are reasonably likely to have, a current or future material effect on the Corporation's financial performance or financial condition including liquidity and capital resources.

Disclosure Controls and Procedures (DCP) and Internal Control Over Financial Reporting (ICFR)

Management, including the Chief Executive Officer and Chief Financial Officer, are responsible for establishing and maintaining DCP and ICFR, as those terms are defined in National Instrument 52-109 "Certification of Disclosure in Issuers' Annual and Interim Filings". The objective of this instrument is to improve the quality, reliability, and transparency of information that is filed or submitted under securities legislation.

Management, including the Chief Executive Officer and the Chief Financial Officer, have designed, or caused to be designed under their supervision, DCP and ICFR to provide reasonable assurance that information required to be disclosed by AltaGas in its annual filings, interim filings or other reports to be filed or submitted by it under securities legislation is made known to them, is reported on a timely basis, financial reporting is reliable, and financial statements prepared for external purposes are in accordance with U.S. GAAP.

The ICFR have been designed based on the framework established in the 2013 Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

Management has designed the existing framework to result in both a complete and accurate consolidation of related information. During the year ended December 31, 2022, there were no changes made to AltaGas' ICFR that materially affected, or are reasonably likely to materially affect, its ICFR or DCP.

The Chief Executive Officer and the Chief Financial Officer have evaluated, with the assistance of AltaGas' employees, the effectiveness of AltaGas' DCP and ICFR as at December 31, 2022 and concluded that as at December 31, 2022 AltaGas' DCP and ICFR were effective.

It should be noted that a control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues, including instances of fraud, if any, have been detected. The design of any system of controls is also based in part on certain assumptions about the likelihood of future events, and there can be no assurances that any design will succeed in achieving its stated goals under all potential conditions.

Summary of Consolidated Results for the Eight Most Recent Quarters ⁽¹⁾

(\$ millions)	Q4-22	Q3-22	Q2-22	Q1-22	Q4-21	Q3-21	Q2-21	Q1-21
Total revenue	3,898	3,056	3,241	3,892	3,140	2,339	2,009	3,085
Normalized EBITDA ⁽²⁾	454	233	276	574	334	239	227	671
Net income (loss) applicable to common shares	54	(48)	35	357	(156)	25	24	337
(\$ per share)	Q4-22	Q3-22	Q2-22	Q1-22	Q4-21	Q3-21	Q2-21	Q1-21
Net income (loss) per common share								
Basic	0.19	(0.17)	0.12	1.27	(0.56)	0.09	0.09	1.21
Diluted	0.19	(0.17)	0.12	1.26	(0.56)	0.09	0.09	1.20
Dividends declared	0.27	0.27	0.27	0.27	0.25	0.25	0.25	0.25

(1) Amounts may not add due to rounding.

(2) Non-GAAP financial measure. Prior periods have been revised to reflect a change in the composition of normalized EBITDA made in the third quarter of 2022. See discussion in the *Non-GAAP Financial Measures* section of this MD&A.

AltaGas' quarter-over-quarter financial results are impacted by seasonality, fluctuations in commodity prices, weather, the U.S./ Canadian dollar exchange rate, planned and unplanned plant outages, timing of in-service dates of new projects, and acquisition and divestiture activities.

Revenue for the Utilities is generally the highest in the first and fourth quarters of any given year as the majority of natural gas demand occurs during the winter heating season, which typically extends from November to March.

Other significant items that impacted quarter-over-quarter revenue during the periods noted include:

- The impact of the sale of the U.S. transportation and storage business in the second quarter of 2021; and
- The impact of the sale of AltaGas' interest in the Aitken Creek processing facilities in the second quarter of 2022.

Net income (loss) applicable to common shares is also affected by non-cash items such as deferred income tax, depreciation and amortization expense, accretion expense, provisions on assets, gains or losses on long-term investments, and gains or losses on the sale of assets. In addition, net income (loss) applicable to common shares is also impacted by preferred share dividends and gains or losses on the redemption of preferred shares. For these reasons, net income (loss) may not necessarily reflect the same trends as revenue. Net income (loss) applicable to common shares during the periods noted was impacted by:

- After-tax transaction costs of approximately \$4 million and \$12 million incurred throughout 2022 and 2021, respectively, due to the acquisition of Petrogas and asset sales;
- The impact of the sale of the U.S. transportation and storage business in the second quarter of 2021;
- The after-tax provision of approximately \$43 million recognized in 2021 related to the sale of the U.S. transportation and storage business;
- The after-tax provision on equity investments of approximately \$209 million recognized in the fourth quarter of 2021 related to AltaGas' investment in MVP, which includes the Mountain Valley Pipeline and MVP Southgate projects;
- The gain on the sale of the energy storage development project in Goleta, California in the first quarter of 2022;
- The loss on the Series K Preferred Shares that were redeemed on March 31, 2022;
- Favourable resolution of certain acquisition related commercial disputes and contingencies in 2022; and
- The loss on the redemption of the U.S. dollar denominated Series C Preferred Shares in September 2022, including the associated foreign exchange impact.

SELECTED ANNUAL FINANCIAL INFORMATION

<i>(\$ millions, except where noted)</i>	2022	2021	2020
Revenue	14,087	10,573	5,587
Net income applicable to common shares	399	230	486
Net income per common share - basic	1.42	0.82	1.74
Net income per common share - diluted	1.41	0.82	1.74
Total assets	23,965	21,593	21,532
Total long-term liabilities	12,940	11,335	11,264
Weighted average number of common shares outstanding (<i>millions</i>)	281	280	279
Dividends declared per common share (<i>\$ per share</i>)	1.060000	0.999600	0.963300
Preferred share dividends declared (<i>\$ per share</i>)			
Series A	0.765000	0.765000	0.825000
Series B	1.007330	0.694360	0.894890
Series C (<i>US\$</i>) ⁽¹⁾	0.991875	1.322500	1.322500
Series E	1.348252	1.348252	1.348252
Series G	1.060500	1.060500	1.060500
Series H	1.107322	0.794372	0.994890
Series I ⁽²⁾	—	—	1.312500
Series K ⁽³⁾	0.312500	1.250000	1.250000

(1) Series C Preferred Shares were redeemed on September 30, 2022.

(2) Series I Preferred Shares were redeemed on December 31, 2020.

(3) Series K Preferred Shares were redeemed on March 31, 2022.

MANAGEMENT'S REPORT

The Consolidated Financial Statements of AltaGas Ltd. (AltaGas or the Corporation) and other financial information included in this report are the responsibility of Management. The Consolidated Financial Statements have been prepared by Management in accordance with United States Generally Accepted Accounting Principles (U.S. GAAP) and include amounts that are based on Management's best estimates and judgments. It is Management's responsibility to ensure that judgments, estimates and accounting principles and methods used in the preparation of financial information are reasonable, appropriate, and applied consistently.

Management's Report on Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal controls over financial reporting for the Corporation (as defined in Rules 13a-15(f) of the Securities Exchange Act and under National Instrument 52-109).

Management has used the framework established in the 2013 Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) to evaluate the effectiveness of the Corporation's internal control over financial reporting. Based on this evaluation, Management, including the CEO and CFO, has concluded that the Corporation's internal control over financial reporting is effective as at December 31, 2022.

Internal control over financial reporting may not prevent all misstatements due to its inherent limitations. In addition, the evaluation of internal control was made as of a specific date and continued effectiveness in future periods is subject to the risk that controls may become inadequate.

The Board of Directors is responsible for ensuring that Management fulfills its responsibilities for financial reporting and internal controls. The Board is assisted in carrying out its responsibilities principally through its Audit Committee which is composed of independent non-management directors. The Audit Committee meets with Management regularly and meets independently with internal and external auditors and as a group to review any significant accounting, internal controls, and auditing matters in accordance with the terms of the Charter of the Audit Committee, which is set out in the Annual Information Form.

The shareholders have appointed Ernst & Young LLP as independent external auditors to express an opinion as to whether the Consolidated Financial Statements present fairly, in all material respects, the Corporation's consolidated financial position, results of operations, and cash flows in accordance with U.S. GAAP. Ernst & Young LLP is not required under securities law to express an opinion as to the effectiveness of the Corporation's internal control over financial reporting. The report of Ernst & Young LLP outlines the scope of its examination and its opinion on the Consolidated Financial Statements.

(signed) "Randall Crawford"

RANDALL CRAWFORD

President and
Chief Executive Officer of
AltaGas Ltd.

March 1, 2023

(signed) "James Harbilas"

JAMES HARBILAS

Executive Vice President and
Chief Financial Officer of
AltaGas Ltd.

INDEPENDENT AUDITOR'S REPORT

To the Shareholders and Directors of AltaGas Ltd.

Opinion

We have audited the consolidated financial statements of AltaGas Ltd. and its subsidiaries (the Group), which comprise the consolidated balance sheets as at December 31, 2022 and 2021, and the consolidated statements of income, consolidated statements of comprehensive income, consolidated statements of equity and consolidated statements of cash flows for the years then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Group as at December 31, 2022 and 2021, and the consolidated results of its operations and its consolidated cash flows for the years then ended in accordance with United States generally accepted accounting principles ("US GAAP").

Basis for opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's responsibilities for the audit of the consolidated financial statements* section of our report. We are independent of the Group in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key audit matters

Key audit matters are those matters that, in our professional judgment, were of most significance in the audit of the consolidated financial statements of the current period. These matters were addressed in the context of the audit of the consolidated financial statements as a whole, and in forming the auditor's opinion thereon, and we do not provide a separate opinion on these matters. For the matter below, our description of how our audit addressed the matter is provided in that context.

We have fulfilled the responsibilities described in the *Auditor's responsibilities for the audit of the consolidated financial statements* section of our report, including in relation to this matter. Accordingly, our audit included the performance of procedures designed to respond to our assessment of the risks of material misstatement of the consolidated financial statements. The results of our audit procedures, including the procedures performed to address the matter below, provide the basis for our audit opinion on the accompanying consolidated financial statements.

Fair Value Measurement of Level 3 Derivatives

Key Audit Matter

As described in Note 24 to the financial statements, AltaGas Ltd. enters into commodity contracts that qualify as derivative instruments and are accounted for under ASC Topic 815, Derivatives and Hedging. The fair value measurements of certain of these contracts are considered Level 3 under the fair value hierarchy as they are determined using significant unobservable inputs. As of December 31, 2022, derivative assets of \$63 million and derivative liabilities of \$455 million were recorded based on Level 3 fair value measurements.

Auditing the fair value measurement of Level 3 derivative instruments was complex given the judgmental nature of the assumptions used as inputs into the valuation models. In particular, the valuation of Level 3 derivative instruments is sensitive to significant unobservable inputs used by the Company such as the assumed natural gas basis prices and implied volatilities of natural gas prices. These unobservable inputs can be affected by future economic and market conditions.

How We Addressed the Key Audit Matter

To test the valuation of Level 3 derivative instruments, our audit procedures included, among others, evaluating the valuation methodologies used by the Company and testing significant inputs, assumptions and the mathematical accuracy of the calculations. For a sample of instruments, we independently tested the significant unobservable assumptions described above, calculated the resulting fair values and compared them to the Company's estimates. For a sample of instruments, we obtained forward prices from independent sources, including broker quotes, evaluated the Company's assumptions related to their forward curves and obtained external confirmation of key contract terms from counterparties. We also performed sensitivity analyses using independent sources of market data to evaluate the change in fair value of Level 3 derivative instruments that would result from changes in underlying assumptions. We also evaluated the adequacy of the Level 3 fair value measurement note disclosure in the consolidated financial statements related to the matter.

Other information

Management is responsible for the other information. The other information comprises:

- Management's Discussion and Analysis

Our opinion on the consolidated financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the consolidated financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated.

We obtained Management's Discussion and Analysis prior to the date of this auditor's report. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of management and those charged with governance for the consolidated financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with US GAAP, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Group's financial reporting process.

Auditor's responsibilities for the audit of the consolidated financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for direction, supervision and performance of the group audit. We remain solely responsible for the audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the consolidated financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

The engagement partner on the audit resulting in this independent auditor's report is Ann-Marie Brockett.

Ernst + Young LLP

Chartered Professional Accountants

Calgary, Canada

March 1, 2023

CONSOLIDATED BALANCE SHEETS

As at December 31	2022	2021
ASSETS		
Current assets		
Cash and cash equivalents (note 32)	\$ 53	\$ 63
Accounts receivable (net of credit losses of \$41 million) (notes 10 and 24)	2,091	1,427
Inventory (note 7)	1,060	782
Restricted cash holdings from customers (note 32)	—	3
Regulatory assets (note 22)	38	48
Risk management assets (note 24)	140	113
Prepaid expenses and other current assets (notes 29 and 32)	169	188
Assets held for sale (note 5)	1,087	—
	4,638	2,624
Property, plant and equipment (note 8)	11,686	11,323
Intangible assets (note 9)	120	171
Operating right-of-use assets (note 10)	281	311
Goodwill (note 11)	5,250	5,153
Regulatory assets (note 22)	448	436
Risk management assets (note 24)	77	51
Prepaid post-retirement benefits (note 29)	538	674
Long-term investments and other assets (net of credit losses of \$1 million) (notes 12, 29, and 32)	273	227
Investments accounted for by the equity method (note 14)	654	623
	\$ 23,965	\$ 21,593
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Accounts payable and accrued liabilities (notes 18, 19, 24, and 29)	\$ 1,902	\$ 1,544
Short-term debt (notes 15 and 24)	293	169
Current portion of long-term debt (notes 16 and 24)	334	511
Customer deposits	79	74
Regulatory liabilities (note 22)	183	79
Risk management liabilities (note 24)	172	128
Operating lease liabilities (note 10)	92	91
Other current liabilities (note 24)	57	61
Liabilities associated with assets held for sale (note 5)	295	—
	3,407	2,657
Long-term debt (notes 16 and 24)	8,694	7,684
Asset retirement obligations (note 18)	451	429
Unamortized investment tax credits (note 21)	2	2
Deferred income taxes (note 21)	1,369	1,158
Subordinated hybrid notes (notes 17 and 24)	544	—
Regulatory liabilities (note 22)	1,201	1,424
Risk management liabilities (note 24)	298	165
Operating lease liabilities (note 10)	215	253
Other long-term liabilities (notes 20 and 24)	122	134
Future employee obligations (note 29)	44	86
	\$ 16,347	\$ 13,992

Shareholders' equity

Common shares, no par values, unlimited shares authorized; 2022 - 281.5 million and 2021 - 280.3 million issued and outstanding (note 26)	\$	6,761	\$	6,735
Preferred shares (note 26)		586		1,076
Contributed surplus		625		388
Accumulated deficit		(1,142)		(1,243)
Accumulated other comprehensive income (loss) (AOCI) (note 23)		626		(7)
Total shareholders' equity		7,456		6,949
Non-controlling interests		162		652
Total equity	\$	7,618	\$	7,601
	\$	23,965	\$	21,593

Acquisitions (note 3)

Variable interest entities (note 13)

Commitments, guarantees and contingencies (note 30)

Related party transactions (note 31)

Segmented information (note 33)

Subsequent events (note 34)

See accompanying notes to the Consolidated Financial Statements.

Approved by the Board of Directors of AltaGas Ltd.

(signed) "Randall Crawford"

(signed) "Linda G. Sullivan"

RANDALL CRAWFORD

LINDA G. SULLIVAN

Director

Director

CONSOLIDATED STATEMENTS OF INCOME

Year Ended December 31	2022	2021
REVENUE (note 25)	\$ 14,087	\$ 10,573
EXPENSES		
Cost of sales, exclusive of items shown separately	11,138	7,708
Operating and administrative	1,568	1,476
Accretion expenses (note 18)	7	6
Depreciation and amortization (notes 8 and 9)	439	422
Provisions on assets (note 6)	6	64
	13,158	9,676
Income (loss) from equity investments (note 14)	13	(261)
Other income (note 28)	94	81
Foreign exchange gains	10	4
Interest expense	(330)	(275)
Income before income taxes	716	446
Income tax expense (note 21)		
Current	23	59
Deferred	120	47
Net income after taxes	573	340
Net income applicable to non-controlling interests	50	57
Net income applicable to controlling interests	523	283
Preferred share dividends	(40)	(53)
Loss on redemption of preferred shares (note 26)	(84)	—
Net income applicable to common shares	\$ 399	\$ 230
Net income per common share (note 27)		
Basic	\$ 1.42	\$ 0.82
Diluted	\$ 1.41	\$ 0.82
Weighted average number of common shares outstanding (millions) (note 27)		
Basic	281.0	279.9
Diluted	283.3	281.7

See accompanying notes to the Consolidated Financial Statements.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

Year Ended December 31	2022	2021
Net income after taxes	\$ 573	\$ 340
Other comprehensive income (loss), net of taxes		
Gain (loss) on foreign currency translation	643	(61)
Unrealized loss on net investment hedge <i>(note 24)</i>	(15)	—
Actuarial gain on pension plans and post-retirement benefit (PRB) plans <i>(note 29)</i>	3	2
Reclassification of actuarial gains and prior service credits on defined benefit (DB) and post-retirement benefit plans (PRB) to net income <i>(note 29)</i>	—	2
Total other comprehensive income (loss) (OCI), net of taxes	\$ 631	\$ (57)
Comprehensive income attributable to controlling interests and non-controlling interests, net of taxes	\$ 1,204	\$ 283
Comprehensive income attributable to:		
Non-controlling interests	\$ 53	\$ 56
Controlling interests	1,151	227
	\$ 1,204	\$ 283

See accompanying notes to the Consolidated Financial Statements.

CONSOLIDATED STATEMENTS OF EQUITY

Year Ended December 31	2022	2021
Common shares (note 26)		
Balance, beginning of year	\$ 6,735	\$ 6,723
Shares issued for cash on exercise of options	28	15
Deferred taxes on share issuance costs	(2)	(3)
Balance, end of year	\$ 6,761	\$ 6,735
Preferred shares (note 26)		
Balance, beginning of year	1,076	1,077
Redemption of preferred shares (note 26)	(490)	—
Deferred taxes on share issuance costs	—	(1)
Balance, end of year	\$ 586	\$ 1,076
Contributed surplus		
Balance, beginning of year	388	383
Share options expense	3	7
Exercise of share options	(3)	(2)
Purchase of remaining non-controlling interest in subsidiaries (note 3)	237	—
Balance, end of year	\$ 625	\$ 388
Accumulated deficit		
Balance, beginning of year	(1,243)	(1,192)
Net income applicable to controlling interests	523	283
Common share dividends	(298)	(281)
Preferred share dividends	(40)	(53)
Loss on redemption of preferred shares (note 26)	(84)	—
Balance, end of year	\$ (1,142)	\$ (1,243)
AOCI (note 23)		
Balance, beginning of year	(7)	50
Other comprehensive income (loss)	628	(57)
Purchase of remaining non-controlling interest in a subsidiary (note 3)	5	—
Balance, end of year	\$ 626	\$ (7)
Total shareholders' equity		
	\$ 7,456	\$ 6,949
Non-controlling interests		
Balance, beginning of year	652	620
Net income applicable to non-controlling interests	50	57
Foreign currency translation adjustments	3	6
Contributions from non-controlling interests to subsidiaries	—	1
Distributions by subsidiaries to non-controlling interests	(21)	(32)
Acquisition of non-controlling interests through Petrogas Acquisition (note 3)	(522)	—
Balance, end of year	\$ 162	\$ 652
Total equity	\$ 7,618	\$ 7,601

See accompanying notes to the Consolidated Financial Statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS

Year Ended December 31	2022	2021
Cash from operations		
Net income after taxes	\$ 573	\$ 340
Items not involving cash:		
Depreciation and amortization (notes 8 and 9)	439	422
Provisions on assets (note 6)	6	64
Accretion expenses (note 18)	7	6
Share-based compensation (note 26)	3	7
Deferred income tax expense (note 21)	120	47
Gains on sale of assets (notes 4 and 28)	(3)	(6)
Loss (income) from equity investments (note 14)	(13)	261
Unrealized losses (gains) on risk management contracts (note 24)	49	(18)
Amortization of deferred financing costs	6	5
Allowance for credit losses	26	14
Change in pension and other post-retirement benefits (note 29)	(46)	(25)
Other	18	28
Asset retirement obligations settled (note 18)	(10)	(10)
Distributions from equity investments	14	13
Changes in operating assets and liabilities (note 32)	(650)	(410)
	\$ 539	\$ 738
Investing activities		
Capital expenditures - property, plant and equipment	(945)	(805)
Capital expenditures - intangible assets	(13)	(9)
Distributions from (contributions to) equity investments	1	(11)
Proceeds from disposition of equity investments (note 14)	—	3
Proceeds from disposition of assets, net of transaction costs (note 4)	245	346
Purchase of remaining non-controlling interest in a subsidiary (note 3)	(285)	—
Other changes in investing activities	—	(7)
	\$ (997)	\$ (483)
Financing activities		
Net issuance (repayment) of short-term debt	128	(78)
Issuance of long-term debt, net of debt issuance costs	718	446
Repayment of long-term debt	(513)	(11)
Net borrowing (repayment) under credit facilities	466	(229)
Issuance of subordinated hybrid notes (note 17)	544	—
Dividends - common shares	(298)	(303)
Dividends - preferred shares	(40)	(53)
Distributions to non-controlling interest	(21)	(32)
Contributions from non-controlling interests	—	1
Net proceeds from shares issued on exercise of options	25	14
Redemption of preferred shares (note 26)	(574)	—
	\$ 435	\$ (245)
Change in cash, cash equivalents, and restricted cash	(23)	10
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	4	—
Net change in cash classified within assets held for sale	(1)	—
Cash, cash equivalents, and restricted cash beginning of year	84	74
Cash, cash equivalents, and restricted cash end of year (note 32)	\$ 64	\$ 84

See accompanying notes to the Consolidated Financial Statements.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(Tabular amounts and amounts in footnotes to tables are in millions of Canadian dollars unless otherwise indicated.)

1. Organization and Overview of the Business

The businesses of AltaGas are operated by the Company and a number of its subsidiaries including, without limitation, AltaGas Services (U.S.) Inc., AltaGas Utility Holdings (U.S.) Inc., WGL Holdings, Inc. (WGL), Wrangler 1 LLC, Wrangler SPE LLC, Washington Gas Resources Corp., WGL Energy Services, Inc. (WGL Energy Services), and SEMCO Holding Corporation; in regard to the Utilities business, Washington Gas Light Company (Washington Gas), Hampshire Gas Company, and SEMCO Energy, Inc. (SEMCO); and in regard to the Midstream business, AltaGas Extraction and Transmission Limited Partnership, AltaGas Pipeline Partnership, AltaGas Processing Partnership, AltaGas Northwest Processing Limited Partnership, Harmattan Gas Processing Limited Partnership, Ridley Island LPG Export Limited Partnership, AltaGas Pacific Partnership, AltaGas LPG Limited Partnership, Petrogas Energy Corporation (Petrogas), Petrogas Holdings Partnership, and Petrogas, Inc. In the Corporate/Other segment, subsidiaries include AltaGas Power Holdings (U.S.) Inc., WGL Energy Systems, Inc. (WGL Energy Systems), and Blythe Energy Inc. (Blythe). SEMCO conducts its Michigan natural gas distribution business under the name SEMCO Energy Gas Company (SEMCO Gas). Prior to the close of the Alaska Utilities Disposition, it operated its Alaska natural gas distribution business under the name ENSTAR Natural Gas Company (ENSTAR) and its 65 percent interest in an Alaska regulated gas storage utility under the name Cook Inlet Natural Gas Storage Alaska LLC (CINGSA).

AltaGas is a leading energy infrastructure company that connects natural gas and NGLs to domestic and global markets. The Company operates a diversified, lower-risk, high-growth energy infrastructure business that is focused on delivering resilient and durable value for its stakeholders.

AltaGas' operating segments include the following:

- Utilities, which owns and operates franchised, cost-of-service, rate regulated natural gas distribution and storage utilities focused on providing safe, reliable, and affordable energy to its customers. Prior to the sale of ENSTAR and AltaGas' interest in Cook Inlet Natural Gas Storage Alaska (CINGSA) on March 1, 2023 (the Alaska Utilities Disposition), AltaGas' Utilities provided energy to approximately 1.7 million residential and commercial customers in 2022 and had an average 2022 rate base of approximately US\$5.2 billion. The Utilities business also includes storage facilities and contracts for interstate natural gas transportation and storage services, as well as the affiliated retail energy marketing business, which sells natural gas and electricity directly to residential, commercial, and industrial customers located in Maryland, Virginia, Delaware, Pennsylvania, Ohio, and the District of Columbia; and
- Midstream, which is a leading North American platform that connects customers and markets from wellhead to tidewater and beyond. The three pillars of the Midstream business include: 1) global exports, which includes AltaGas' two LPG export terminals; 2) natural gas gathering and extraction; and 3) fractionation and liquids handling. AltaGas' Midstream segment also includes its natural gas and NGL marketing business, domestic logistics, trucking and rail terminals, and liquid storage capability.

The Corporate/Other segment consists of AltaGas' corporate activities and a small portfolio of gas-fired power generation and distribution assets capable of generating 508 MW of power primarily in the state of California.

2. Summary of Significant Accounting Policies

BASIS OF PRESENTATION

These Consolidated Financial Statements have been prepared by Management in accordance with United States Generally Accepted Accounting Principles (U.S. GAAP).

Pursuant to National Instrument 52-107, "Acceptable Accounting Principles and Auditing Standards" (NI 52-107), financial statements of an "SEC issuer" may be prepared in accordance with U.S. GAAP. On February 22, 2021, AltaGas filed a final short form base shelf prospectus in Alberta and a corresponding registration statement on Form F-10 in the United States, by virtue of which AltaGas is required to file reports under section 15(d) of the Securities Exchange Act of 1934 with the United States Securities and Exchange Commission. In addition, AltaGas sought and obtained exemptive relief by the securities regulators in Alberta and Ontario to permit it to prepare its financial statements in accordance with U.S. GAAP. The Alberta Securities Commission exemption will terminate on or after the earlier of January 1, 2024, the date to which AltaGas ceases to have activities subject to rate regulation, or the effective date prescribed by the International Accounting Standards Board for the mandatory application of a standard within the International Financial Reporting Standard for entities with activities subject to rate-regulated accounting. This exemptive relieve would apply should AltaGas cease to become an SEC issuer.

PRINCIPLES OF CONSOLIDATION

These Consolidated Financial Statements of AltaGas include the accounts of the Corporation, its subsidiaries, variable interest entities (VIEs) for which the Corporation is the primary beneficiary, and its interest in various partnerships and joint ventures where AltaGas has an undivided interest in the assets and liabilities. Investments in unconsolidated companies that AltaGas has significant influence, but not control, over are accounted for using the equity method.

Hypothetical Liquidation at Book Value (HLBV) methodology is used for AltaGas' investment in Mountain Valley Pipeline (MVP). This methodology is used when the governing structuring agreement over the equity investment results in different liquidation rights and priorities than what is reflected by the underlying ownership interest percentage.

All intercompany balances and transactions are eliminated on consolidation. Where there is a party with a non-controlling interest in a subsidiary that AltaGas controls, that non-controlling interest is reflected as "non-controlling interests" in the Consolidated Financial Statements. The non-controlling interests in net income of consolidated subsidiaries are shown as an allocation of the consolidated net income and are presented separately in "net income applicable to non-controlling interests".

USE OF ESTIMATES AND MEASUREMENT UNCERTAINTY

The preparation of Consolidated Financial Statements in accordance with U.S. GAAP requires Management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the reported amounts of revenue and expenses during the period. Key areas where Management has made complex or subjective judgments, when matters are inherently uncertain, include but are not limited to: determining the nature and timing of satisfaction of performance obligations and determining the transaction price and amounts allocated to performance obligations for revenue recognition; depreciation and amortization rates; determination as to whether a contract is or contains a lease; determination of the classification, term, and discount rate for leases; fair value of asset retirement obligations; fair value of property, plant and equipment and goodwill for impairment assessments; fair value of financial instruments; measurement of credit losses; provisions for income taxes; assumptions used to measure employee future benefits; provisions for contingencies; purchase price allocations; and carrying value of regulatory assets and liabilities. Certain estimates are necessary for the regulatory environment in which AltaGas' subsidiaries or affiliates operate, which often require amounts to be recorded at estimated values until these amounts are

finalized pursuant to regulatory decisions or other regulatory proceedings. By their nature, these estimates are subject to measurement uncertainty and may impact the Consolidated Financial Statements of future periods.

SIGNIFICANT ACCOUNTING POLICIES

Rate-Regulated Operations

SEMCO Gas, Washington Gas, Hampshire Gas, and, prior to the Alaska Utilities Disposition, ENSTAR (collectively the Utilities) engage in the delivery, sale, and storage of natural gas. SEMCO Gas is regulated by the Michigan Public Service Commission (MPSC). Washington Gas operates in the District of Columbia, Maryland, and Virginia, and is regulated in those jurisdictions by the Public Service Commission of the District of Columbia (PSC of DC), the Maryland Public Service Commission (PSC of MD), and the Commonwealth of Virginia State Corporation Commission (SCC of VA), respectively. Hampshire is regulated under a cost-of-service tariff by the Federal Energy Regulatory Commission (FERC).

The MPSC, PSC of DC, PSC of MD, and SCC of VA exercise statutory authority over matters such as tariffs, rates, construction, operations, financing, returns, accounting, and certain contracts with customers. In order to recognize the economic effects of the actions and decisions of the MPSC, PSC of DC, PSC of MD, and SCC of VA, the timing of recognition of certain assets, liabilities, revenues, and expenses as a result of regulation may differ from that otherwise expected using U.S. GAAP for entities not subject to rate regulation.

Regulatory assets represent future revenues associated with certain costs incurred in the current period or in prior periods that are expected to be recovered from customers in future periods through the rate setting process. Regulatory liabilities represent future reductions or limitations of increases in revenue associated with amounts that are expected to be refunded to customers through the rate setting process.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand, balances with banks, and investments in money market instruments with original maturities of less than three months.

Restricted Cash Holdings from Customers

Cash deposited, which is restricted and is not available for general use by AltaGas, is separately presented as restricted cash holdings in the Consolidated Balance Sheets. Pursuant to the acquisition of WGL Holdings, Inc. (the WGL Acquisition), rabbi trust funds were funded to satisfy certain Washington Gas executive and outside director retirement benefit plan obligations. The rabbi trust funds are invested in money market funds which are considered cash equivalents. These balances are included in "prepaid expenses and other current assets" and "long-term investments and other assets" in the Consolidated Balance Sheets.

Accounts Receivable

Receivables are recorded net of the allowance for credit losses in the Consolidated Balance Sheets. AltaGas regularly analyzes and evaluates the collectability of the accounts receivable based on a combination of factors. If circumstances related to the collectability change, the allowance for credit losses is further adjusted. Accounts are written off when collection efforts are complete and future recovery is unlikely.

Inventory

Inventory consists of materials, supplies, natural gas, natural gas liquids, crude oil and condensates, processed finished products, renewable energy credits, and emission compliance instruments which are valued at the lower of cost or net realizable value. Cost of inventory is assigned using a weighted average cost formula. In general, commodity costs and variable transportation costs are capitalized as gas in underground storage. Fixed costs, primarily pipeline demand charges and storage charges, are expensed as incurred through the cost of gas.

Property, Plant, and Equipment (PP&E), Depreciation and Amortization

Property, plant, and equipment are carried at cost. The Corporation depreciates the cost of capital assets, net of salvage value, on a straight-line basis over the estimated useful life of the assets, with the exception of rate-regulated utilities assets, for which depreciation is calculated on a straight-line basis or over the contract term of a specific agreement at rates as approved by the regulatory authorities.

The Utilities charge maintenance and repairs directly to operating expense and capitalize betterments and renewal costs. In accordance with regulatory requirements, depreciation expense includes an amount allowed for regulatory purposes to be collected in current rates for future removal and site restoration costs.

Interest costs are capitalized on major additions to property, plant, and equipment until the asset is ready for its intended use. The interest rate used for calculating the interest costs to be capitalized is based on AltaGas' prior quarter actual borrowing long-term interest rate.

The Utilities capitalize an imputed carrying cost on assets during construction as authorized by regulatory authorities and the amount so capitalized is an allowance for funds used during construction (AFUDC). AFUDC is the amount that a rate-regulated enterprise is allowed to recover for its cost of financing assets under construction. Capitalized overhead, administrative expenses, and AFUDC are included in the cost of the related assets and are recovered in rates charged to customers through depreciation expense, as allowed by the regulators.

The range of useful lives for AltaGas' PP&E is as follows:

Utilities assets	4 to 69 years
Midstream assets	1 to 43 years
Corporate/Other assets	3 to 46 years

As required by the regulatory authority, net additions to SEMCO's utility assets are amortized for one half-year in the year in which they are brought into active service. Net additions to WGL's assets are amortized in the month after they are brought into active service.

Generally, when a regulated asset is retired or disposed of, there is no gain or loss recorded in the Consolidated Statements of Income. Any difference between the cost and accumulated depreciation of the asset, net of salvage proceeds, is charged to accumulated depreciation or another regulatory asset or liability account. It is expected that any gain or loss that is charged to accumulated depreciation or another regulatory account will be reflected in future depreciation expense when it is refunded or collected in rates. When a non-regulated asset is retired or disposed of from PP&E, the original cost and related accumulated depreciation and amortization are derecognized and any gain or loss is recorded in the Consolidated Statements of Income.

Intangible Assets

Intangible assets are recorded at cost. Intangible assets which have a finite useful life are amortized on a straight-line basis over their term or estimated useful life. The range of useful lives for intangible assets with a finite life is as follows:

Energy services relationships	5 years
Software	3 to 20 years
Extraction and Transmission (E&T) Contracts	25 years
Commodity contracts	7 years

Assets Held for Sale

The Corporation classifies assets as held for sale when the carrying amount will be principally recovered through a sale transaction rather than through continuing use. This condition is met when Management approves and commits to a formal plan to sell the assets, the assets are available for immediate sale in their present condition, and Management expects the sale to close within the next 12 months. Upon classifying an asset as held for sale, an asset is recorded at the lower of its carrying value or the estimated fair value less cost to sell. Assets held for sale are not depreciated or amortized.

Business Acquisitions

Business acquisitions are accounted for using the acquisition method. Under the acquisition method, assets and liabilities of the acquired entity are recorded at fair value at the date of acquisition. Acquisition-related costs are expensed as incurred. Goodwill represents the excess of purchase price over the fair value of the net assets acquired. Management applies its best estimates and assumptions to determine the fair value of net assets acquired; however, the estimates are subject to further refinement of assumptions over a measurement period, which may be up to one year from the acquisition date. During the measurement period, adjustments to assets acquired and liabilities assumed may be recorded, with a corresponding impact to goodwill.

Provisions on Assets

If facts and circumstances suggest that a long-lived asset or an intangible asset may be impaired, the carrying value is reviewed. If this review indicates that the value of the asset is not recoverable, as determined by the projected undiscounted cash flows related to the asset over its remaining life, then the carrying value of the asset is reduced to its estimated fair value and an impairment loss is recognized.

Goodwill is not subject to amortization, but assessed at least annually for impairment, or more often when events or changes in circumstances indicate that goodwill may be impaired. The annual assessment of goodwill is performed at the reporting unit level, which is an operating segment or one level below. The Corporation has the option to first assess qualitative factors to determine whether events or changes in circumstances indicate that the goodwill may be impaired. If a quantitative impairment test is performed, the fair value of the reporting unit will be compared to its carrying value (including goodwill). If the carrying value of the reporting unit exceeds the fair value, goodwill is reduced to its fair value and an impairment loss would be recorded in the Consolidated Statements of Income.

Investments Accounted for by the Equity Method

The equity method of accounting is used for investments in which AltaGas has the ability to exercise significant influence, but does not have a controlling interest. Equity investments are initially measured at cost and are adjusted for the Corporation's proportionate share of earnings or losses. Equity investments are increased for contributions made and decreased for distributions received. To the extent an investee undertakes activities necessary to commence its planned principal operations, the Corporation will capitalize interest costs associated with its investment during such period.

The HLBV methodology is used to allocate earnings or losses for certain WGL equity method investments when WGL's ownership interest percentage is different than distribution percentages. When applying HLBV accounting, the Corporation determines the amount that it would receive if an equity investment entity were to liquidate all of its assets at book value (as valued in accordance with U.S. GAAP) and distribute that cash to the investors based on the contractually defined liquidation priorities. The change in the Corporation's claim on the equity investment entity's book value at the beginning and end of the reporting period (adjusted for contributions and distributions) is the Corporation's share of the earnings or losses from the equity investment for the period.

An equity method investment is reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the investment may not be recoverable. When such condition is deemed other than temporary, the carrying value of the investment is written down to its fair value, and an impairment charge is recorded in the Consolidated Statements of Income.

Financial Instruments

Non-Utility Operations

All financial instruments are initially recorded at fair value unless they qualify for, and are designated under, a normal purchase and normal sale (NPNS) exemption. Subsequent measurement of the financial instruments is based on their classification. The financial assets are classified as "held-for-trading", "held-to-maturity", or "loans and receivables". Financial liabilities are classified as "held-for-trading" or other financial liabilities. Subsequent measurement is determined by classification.

A physical contract generally qualifies for the NPNS exemption if the transaction is reasonable in relation to AltaGas' business needs and AltaGas has the ability, and intent, to deliver or take delivery of the underlying item. AltaGas continually assesses the contracts designated under the NPNS exemption and will discontinue the treatment of these contracts under this exemption where the criteria are no longer met.

Held-for-trading instruments include non-derivative financial assets and financial assets and liabilities that may consist of swaps, options, forwards, and equity securities. These financial instruments are initially recorded at their fair value, with subsequent changes in fair value recorded in net income. Held-to-maturity, loans and receivables, and other financial liabilities are recognized at amortized cost using the effective interest method unless they are held-for-sale and recognized at the lower of cost or fair value less transaction fees.

Investments in equity instruments not accounted for under the equity method that do not have a quoted market price in an active market are measured at cost. Income earned from these investments is included in the Consolidated Statements of Income under "other income".

Derivatives embedded in other financial instruments or contracts (the host instrument) are recorded separately and are measured at fair value if the economic characteristics of the embedded derivative are not closely related to the host instrument, the terms of the embedded derivative are the same as those of a standalone derivative, and the entire contract is not held-for-trading or accounted for at fair value. Changes in fair value are included in earnings.

The fair values recorded on the Consolidated Balance Sheets reflect netting of the asset and liability positions where counterparty master netting arrangements contain provisions for net settlement.

Transaction costs related to the acquisition of held-for-trading financial assets and liabilities are expensed as incurred.

Transaction costs for obtaining debt financing other than line-of-credit arrangements are recognized as a direct deduction from the related debt liability on the Consolidated Balance Sheets. Transaction costs related to line-of-credit arrangements are capitalized and included under "long-term investments and other assets" on the Consolidated Balance Sheets. Premiums and discounts are netted against long-term debt on the Consolidated Balance Sheets. The deferred charges are amortized over the life of the related debt on an effective interest basis and included in "interest expense" on the Consolidated Statements of Income.

Regulated Utility Operations

All physical and financial derivative contracts are initially recorded at fair value. Changes in the fair value of derivative instruments that are recoverable or refunded to customers when they settle are recorded as regulatory assets or liabilities. Changes in the fair value of derivatives not affected by rate regulation are reflected in net income.

Transaction costs for obtaining debt financing and reacquired debt costs are recorded as regulatory assets or liabilities, or as a reduction of the debt liability on the Consolidated Balance Sheets.

Weather-Related Instruments

WGL purchases certain weather-related instruments, such as heating degree day (HDD) derivatives and cooling degree day (CDD) derivatives to manage weather and price risks related to its natural gas and electricity sales. These derivatives are accounted for in accordance with ASC 815-45, Derivatives and Hedging – Weather Derivatives. For HDD derivatives, gains or losses are recognized when the actual HDDs falls above or below the contractual HDDs for each instrument. For CDD derivatives, gains or losses are recognized when the average temperature exceeds or is below a contractually stated level during the contract period. Refer to Note 24 for further discussion on weather-related instruments.

Hedges

As part of its risk management strategy, AltaGas may use derivatives to reduce its exposure to commodity price, interest rate, and foreign exchange risk. AltaGas may designate certain outstanding loans to hedge against the currency translation effect of its foreign investments. No other derivatives have been designated as hedges under ASC Topic 815.

Non-Utility Operations

The change in fair value of cash flow hedges is recognized in OCI. Gains or losses from cash flow hedges are reclassified to net income when the hedged transaction affects earnings, such as when the hedged forecasted transaction occurs.

Regulated Utility Operations

During planned issuances of debt securities, Washington Gas may utilize derivative instruments to manage the risk of interest-rate volatility. Gains and losses associated with these types of derivatives are recorded as regulatory liabilities or assets, and amortized in accordance with regulatory requirements, typically over the life of the related debt.

Credit Losses

AltaGas regularly analyzes and evaluates the collectability of the accounts receivable based on a combination of factors. If circumstances related to the collectability change, the allowance for credit losses is adjusted. Accounts are written off when collection efforts are complete and future recovery is unlikely. See below for a description of how expected credit loss estimates are developed.

Utilities Customer Receivables and Contract Assets

AltaGas is exposed to risk through the non-payment of utility bills by customers. To manage this customer credit risk, AltaGas' regulated utilities customers are offered budget billing options or high risk customers may be required to provide a cash deposit until the requirement for deposit refunds are met. AltaGas can recover a portion of non-payments from customers in future periods through the rate-setting process. For accounts receivable generated by the Utilities business, an allowance for credit losses is recognized using a loss-rate based on historical payment and collection experience. This rate may be adjusted based on Management's expectations of unusual macroeconomic conditions and other factors. AltaGas regularly evaluates the reasonableness of the allowance based on a combination of factors, such as: the length of time receivables are past due, historical expected payment, collection experience, financial condition of customers, and other circumstances that could impact customers' ability or desire to make payments. For retail energy marketing customer receivables where AltaGas has enrolled in a regulatory utility purchase of receivable program, the associated utility discount rate is used to determine credit losses.

Midstream Customer Receivables and Contract Assets

AltaGas operates under an existing credit policy that is designed to mitigate credit risk. Credit limits are established for each counterparty and credit enhancements such as letters of credit, parent guarantees, and cash collateral may be required. The creditworthiness of all counterparties is continuously monitored. A credit loss reserve is recorded for receivables with customers and trading counterparties AltaGas considers to be below investment grade by applying an estimated loss rate. The estimated loss rate is based on the historical default rates published by external rating agencies. For accounts receivable, a one-year rate is used. For contract assets, historical loss rates associated with the estimated time frame that the contract asset will be billed to the customer is used. In the event a customer or trading counterparty no longer exhibits similar risk characteristics, the associated receivable is evaluated individually.

Other

For other long-term receivables, associated counterparties are evaluated and assigned internal credit ratings based on AltaGas' credit policy. An allowance for credit losses is recorded based on historical default rates published by external credit rating agencies and a rate commensurate with the period in which the receivables are expected to be collected.

Debt

AltaGas uses short-term debt in the form of commercial paper and advances under its syndicated bank credit facilities to fund seasonal cash requirements. Short-term obligations are excluded from current liabilities if AltaGas has the ability and the intent to refinance these obligations on a long-term basis. The ability to refinance is primarily demonstrated through the availability of long-term revolving committed credit facilities in an amount equal to or greater than the expected maximum short-term obligation.

Asset Retirement Obligations

AltaGas recognizes asset retirement obligations in the period in which the legal obligation is incurred and a reasonable estimate of fair value can be determined. The associated asset retirement costs are capitalized as part of the carrying amount of the asset and are depreciated over the estimated useful life of the asset. The liability is increased due to the passage of time over the estimated period until the settlement of the obligation, with a corresponding charge to accretion expense for asset retirement obligations.

There are timing differences between accretion and depreciation amounts being recorded pursuant to GAAP and the recognition of depreciation expense for legal asset removal costs that are recovered in rates, as allowed by the regulators. These timing differences are recorded as a reduction to “regulatory liabilities” in accordance with ASC 980.

Certain midstream and utility assets will have future legal obligations on retirement, but an asset retirement obligation has not been recorded due to its indeterminate life and corresponding indeterminable timing and scope of these asset retirement obligations. The Utilities recognize asset retirement obligations for some interim retirements, as expected by their regulators.

Revenue Recognition

AltaGas has revenue from various sources, including rate-regulated revenue, commodity sales, midstream service contracts, gas sales and transportation services, and storage services. For a detailed description of the Corporation’s revenue recognition policy by major source of revenue, please refer to Note 25.

Foreign Currency Translation

Monetary assets and liabilities denominated in a foreign currency are converted to the functional currency using the exchange rate in effect at the balance sheet date. Adjustments resulting from the conversion are recorded in the Consolidated Statements of Income. Non-monetary assets and liabilities are converted at the historical exchange rate in effect at the transaction date. Revenues and expenses are converted at the exchange rate applicable at the transaction date.

For foreign entities with a functional currency other than Canadian dollars, AltaGas’ reporting currency, assets and liabilities are translated into Canadian dollars at the rate in effect at the reporting date. Revenues and expenses are translated at average exchange rates during the reporting period. All adjustments resulting from the translation of the foreign operations are recorded in OCI.

AltaGas may designate certain outstanding loans to hedge against the currency translation effect of its foreign investments. Accordingly, foreign exchange gains and losses, from the dates of designation, on the translation of these loans are included in OCI.

Share Options and Other Compensation Plans

Share options granted are recorded using fair value. Compensation expense is measured at the date of the grant using the Black-Scholes-Merton model and is recognized over the vesting period of the options. Consideration received by AltaGas on exercise of the share options is credited to shareholders’ equity.

AltaGas has a phantom unit plan (Phantom Plan) for eligible employees, officers, and directors, which includes two types of awards: restricted units (RUs) and performance units (PUs). AltaGas’ RUs and PUs are valued based on the dividends declared during the vesting period and the weighted average share price of AltaGas’ common shares multiplied by the units outstanding at the end of the vesting period. Upon vesting, the RUs and PUs are paid in cash. All PUs are also subject to a performance multiplier ranging from 0 to 2 dependent on the Corporation’s performance relative to performance targets as

approved by the Board of Directors. Compensation expense is recognized using the liability method and is recorded as operating and administrative expense over the vesting period. A change in value of the RUs or PUs is recognized in the period the change occurs. Forfeitures are recognized when they occur instead of estimating the number of awards that are expected to vest.

In addition, AltaGas has a deferred share unit plan (DSUP) for directors, officers, and eligible employees as an additional form of long-term variable compensation incentive. Although the DSUP is available to directors, officers, and eligible employees, AltaGas currently only grants deferred share units (DSUs) under the DSUP as a form of director compensation. The DSUs granted are fully vested upon being credited to a participant's account, the participant is entitled to payment upon retirement, and payment is not subject to satisfaction of any requirements as to any minimum period of membership or employment or other conditions. DSUs are accounted for at fair value. Compensation expense is determined based on the fair value of the DSUs on the date of the grant and fluctuations in fair value are recognized in the period the change occurs. Forfeitures are recognized when they occur instead of estimating the number of awards that are expected to vest.

Pension Plans and Post-Retirement Benefits

AltaGas maintains defined benefit pension plans, defined contribution plans, and other post-retirement benefit plans for eligible employees. Contributions made by the Corporation to the defined contribution plans are expensed in the period in which the contribution occurs.

The cost of defined benefit pension plans and post-retirement benefits is actuarially determined using the projected benefit method prorated based on service and Management's best estimate of expected plan investment performance, salary escalation, retirement ages of employees, expected health care costs, and other actuarial factors including discount rates and mortality. Pension plan assets are measured at fair value. The expected return on plan assets is based on historical and projected rates of return for each asset class in the plan portfolio. The projected benefit obligation is discounted using the market interest rate on high-quality debt instruments with cash flows matching the timing and amount of benefit payments.

Unrecognized actuarial gains and losses in excess of 10 percent of the greater of the benefit obligation and the fair value of plan assets or the market-related value of assets along with any unamortized past service costs and credits are amortized on a straight-line basis over the expected average remaining service life of active employees.

AltaGas recognizes the overfunded or underfunded status of its pension and post-retirement benefit plans as either assets or liabilities in the Consolidated Balance Sheets. Unrecognized actuarial gains and losses and past service costs and credits that arise during the period are recognized in OCI or a regulatory asset or liability.

For certain regulated utilities, the Corporation expects to recover pension expense in future rates and therefore records unrecognized balances as either regulatory assets or liabilities. The regulatory assets or liabilities are amortized on a straight-line basis over the expected average remaining service life of active employees.

In 2020, AltaGas made a voluntary change in accounting principle for calculating the market-related value of assets (MRVA) used in the determination of Washington Gas' net periodic pension and other post-retirement benefit plan costs. The change uses the fair value approach for the fixed income investment asset class of the plan assets, compared to the prior method that utilized a calculated value where gains and losses arising from changes in fair value were deferred and amortized into the calculation of the MRVA over a period of five years. The MRVA is used in the calculation of the expected return on assets and the recognized actuarial gain or loss components of net periodic benefit cost. The approach applied for all other classes of assets remains unchanged. Management believes that using the fair value approach for the fixed income investments in plan assets is preferable as it more closely aligns the recognition of related components within the net periodic benefit cost.

Income Taxes

Income taxes for the Corporation and its subsidiaries are calculated using the liability method of accounting for income taxes. Under this method, deferred income tax assets and liabilities are determined based on differences between the carrying value and the tax basis of assets and liabilities and are measured using the enacted tax rates and laws that are in effect in the periods in which the differences are expected to be settled or realized. Deferred income tax assets are routinely reviewed, and a valuation allowance is recorded to reduce the deferred tax assets if it is more likely than not that deferred tax assets will not be realized.

The financial statement effects of an uncertain tax position are recognized when it is more likely than not, based on technical merits, that the position will be sustained upon examination by a taxing authority. The current and deferred tax impact is equal to the largest amount, considering possible settlement outcomes, that is greater than 50 percent likely of being realized upon settlement with the taxing authorities.

Investment tax credits are recognized as reductions to income tax expense over the estimated service lives of the related properties.

The rate-regulated natural gas distribution subsidiaries recognize a separate regulatory asset or liability for the amount of deferred income taxes expected to be recovered from, or paid to, customers in the future. Any tax related interest and/or penalty incurred is included in interest expense.

Net Income per Share

Basic net income per common share is computed using the weighted average number of common shares outstanding during the period. Dilutive net income per common share is calculated using the weighted average number of common shares outstanding adjusted for dilutive common shares related to the Corporation's share-based compensation awards.

The potentially dilutive impact of the share-based compensation awards is determined using the treasury stock method. Under the treasury stock method, awards are treated as if they had been exercised with any proceeds used to repurchase common stock at the average market price during the period. Any incremental difference between the assumed number of shares issued and purchased is included in the diluted share computation.

Contingencies

Liabilities for loss contingencies arising from claims, assessments, litigation and other sources are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated. Any such accruals are adjusted thereafter as additional information becomes available or circumstances change.

Leases

The following are the Corporation's significant accounting policies:

Leases – Lessee

AltaGas determines if an arrangement is a lease at inception. Operating leases are included in right-of-use (ROU) assets, current operating lease liabilities, and long-term operating lease liabilities in the Consolidated Balance Sheets. Finance leases are included in property, plant and equipment and current and long-term debt in the Consolidated Balance Sheets.

ROU assets represent the right to use an underlying asset for the lease term and lease liabilities represent the obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. AltaGas uses the rate implicit in the lease when readily determinable. When the implicit lease rate is not readily determinable, AltaGas uses its incremental borrowing rate to determine the present value of lease payments. AltaGas includes lessee options to renew or terminate the lease term in the determination of the ROU asset and lease liability when exercise is reasonably certain. The operating lease ROU asset is adjusted for lease payments made in advance of the commencement date, initial direct costs, and any lease incentives. Variable lease payments are based on a rate.

Operating lease expense is recognized on a straight-line basis over the lease term in "operating and administrative expense". Depreciation and interest expense are recorded on finance leases.

Leases – Lessor

AltaGas determines if an arrangement is a lease at inception. Lease payments under an operating lease are recognized on a straight-line basis over the term of the lease. Variable lease payments are recognized as revenue as the facts and circumstances on which the variable lease payment is based occur.

AltaGas does not include taxes assessed by governmental authorities, such as sales and related taxes, in the lease payments or variable lease payments.

ADOPTION OF NEW ACCOUNTING STANDARDS

Effective January 1, 2022, AltaGas adopted the following Financial Accounting Standards Board (FASB) issued Accounting Standards Updates (ASU):

- In August 2020, FASB issued ASU No. 2020-06 "Debt with Conversion and Other Options and Topic 815-40 - Derivatives and Hedging - Contracts in Entity's Own Equity: Accounting for Convertible Instruments and Contract in an Entity's Own Equity". The amendments in this ASU simplify the accounting for certain financial instruments with characteristics of liabilities and equity, including convertible instruments and contracts in an entity's own equity. The adoption of this ASU did not have a material impact on AltaGas' consolidated financial statements; and
- In July 2021, FASB issued ASU No. 2021-05 "Leases (Topic 842): Lessors - Certain Leases with Variable Lease Payments". The amendments in this ASU affect lessors with lease contracts that have variable lease payments that do not depend on a reference index or a rate as an operating lease that and would have resulted in the recognition of a selling loss at lease commencement if classified as sales-type or direct financing. The adoption of this ASU did not have a material impact on AltaGas' consolidated financial statements.

Effective December 31, 2022, AltaGas adopted the following FASB issued ASU:

- In November 2021, FASB issued ASU No. 2021-10 "Government Assistance (Topic 832): Disclosures by Business Entities about Government Assistance". The amendments in this ASU require annual disclosure about transactions with a government entity, including the nature of the transactions, the method applied to account for the government assistance, impacted line items on the financial statements, and significant terms and conditions of the agreement. The adoption of this ASU did not have a material impact on AltaGas' consolidated financial statements; and
- In December 2022, FASB issued ASU 2022-06 "Topic 848 - Reference Rate Reform: Deferral of the Sunset Date of Topic 848". The amendments in this ASU defer the sunset date of Topic 848 from December 31, 2022 to December 31, 2024. The adoption of this ASU did not have a material impact on AltaGas' consolidated financial statements.

FUTURE CHANGES IN ACCOUNTING PRINCIPLES

In October 2021, FASB issued ASU 2021-08 "Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers". The amendments in this ASU require an entity to recognize and measure contract assets and liabilities acquired in a business combination in accordance with Topic 606. The amendments in this ASU are effective for fiscal years beginning after December 15, 2022 and should be applied prospectively to business combinations occurring on or after the effective date of the amendment. The adoption of this ASU is not expected to have a material impact on AltaGas' consolidated financial statements.

In March 2022, FASB issued ASU No. 2022-01 "Derivatives and Hedging (Topic 815): Fair Value Hedging - Portfolio Layer Method". The amendments in this ASU will allow non-prepayable financial assets to be included in a closed portfolio hedged using the portfolio layer method and promote consistency in single and multiple hedged layers. The amendments in this ASU are effective for fiscal years beginning after December 15, 2022 and should be applied on a modified retrospective basis. Early adoption is permitted. The adoption of this ASU is not expected to have a material impact on AltaGas' consolidated financial statements.

In March 2022, FASB issued ASU No. 2022-02 "Financial Instruments - Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures". The amendments in this ASU will eliminate the accounting guidance for troubled debt restructurings (TDRs) by creditors while enhancing disclosure requirements for certain loan refinancings and restructurings by creditors when a borrower is experiencing financial difficulty, as well as require disclosure of current-period write offs by year of origination for financing receivables and net investments in leases. The amendments in this ASU are effective for fiscal years beginning after December 15, 2022 and should be applied prospectively with an option to apply on a modified retrospective basis for the transition method related to the recognition and measurement of TDRs. The adoption of this ASU is not expected to have a material impact on AltaGas' consolidated financial statements.

In June 2022, FASB issued ASU No. 2022-03 "Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions". The amendments in this ASU clarify that a contractual restriction on the sale of an equity security is not considered part of the unit of account of the equity security, and therefore, is not considered in measuring fair value. In addition, an entity cannot, as a separate unit of account, recognize a contractual sale restriction. Equity securities subject to contractual sale restrictions also require certain additional disclosures. The amendments in this ASU are effective for fiscal years beginning after December 15, 2023 and should be applied prospectively with adjustments as a result of adopting this ASU being recognized in earnings. The adoption of this ASU is not expected to have a material impact on AltaGas' consolidated financial statements.

In September 2022, FASB issued ASU No. 2022-04 "Liabilities (Subtopic 405-50) - Supplier Finance Programs". The amendments in this ASU will require a buyer in a supplier finance program to disclose the key terms of the program, the amount outstanding at the end of the period, a roll forward of that obligation during the period, and where the obligation is presented on the balance sheet. The amendments in this ASU are effective for fiscal years beginning after December 15, 2022, except for the amendment on the roll forward information, which is effective for fiscal years beginning after December 15, 2023. The amendments in this ASU should be applied retrospectively, except for the amendment on the roll forward information, which is applied prospectively. The adoption of this ASU is not expected to have a material impact on AltaGas' consolidated financial statements.

3. Acquisitions

On July 5, 2022, AltaGas acquired the remaining 25.97 percent equity ownership of Petrogas from Idemitsu Canada Corporation, a wholly owned subsidiary of Idemitsu Kosan Co., Ltd. (Idemitsu) for total cash consideration of approximately \$285 million. Subsequent to this transaction, AltaGas now owns 100 percent of Petrogas. Due to the acquisition of the remaining equity ownership, AltaGas' accumulated other comprehensive income increased by \$5 million and contributed surplus increased by \$237 million.

4. Dispositions

Energy Storage Development Project

In the first quarter of 2022, AltaGas completed the sale of a 60 MW stand-alone energy storage development project in Goleta, California for total proceeds of approximately \$20 million (US\$15 million), subject to certain contingencies. As a result, AltaGas recognized a pre-tax gain on disposition of approximately \$7 million in the Consolidated Statements of Income under the line item "other income" for the year ended December 31, 2022. In February 2023, the parties reached an agreement on outstanding contingencies and as a result, the buyer paid AltaGas an additional US\$8 million.

Midstream Processing Facilities

On April 12, 2022, AltaGas completed the sale of its interest in the Aitken Creek processing facilities for total proceeds of approximately \$224 million, net of closing adjustments. As a result, AltaGas recognized a pre-tax gain on disposition of approximately \$1 million in the Consolidated Statements of Income under the line item "other income" for the year ended December 31, 2022.

Brush II

On May 27, 2022, AltaGas closed the stock sale of its 70 MW combined cycle power plant in Brush, Colorado for total proceeds of approximately \$1 million, net of closing adjustments. As a result, AltaGas recognized a pre-tax loss on disposition of approximately \$2 million in the Consolidated Statements of Income under the line item "other income" for the year ended December 31, 2022.

5. Assets Held For Sale

As at	December 31, 2022	December 31, 2021
Assets held for sale		
Accounts receivable (<i>net of credit losses of \$1 million</i>) (note 24)	\$ 93	\$ —
Inventory	86	—
Restricted cash holdings from customers	1	—
Prepaid expenses and other current assets	6	—
Property, plant and equipment	646	—
Intangible assets	5	—
Operating right-of-use assets	1	—
Goodwill	226	—
Regulatory assets - non-current	14	—
Post retirement benefits	8	—
Long-term investments and other assets	1	—
	\$ 1,087	\$ —
Liabilities associated with assets held for sale		
Accounts payable and accrued liabilities	\$ 59	\$ —
Current portion of long-term debt	7	—
Customer deposits	13	—
Long-term debt	56	—
Asset retirement obligations	4	—
Regulatory liabilities - non-current	96	—
Operating lease liabilities - non-current	1	—
Other long-term liabilities	53	—
Future employee obligations	6	—
	\$ 295	\$ —

Alaskan Utilities

On May 26, 2022, AltaGas entered into an agreement for the Alaska Utilities Disposition for consideration of approximately US\$800 million (approximately CAD \$1.1 billion) prior to closing adjustments. As such, the carrying value of the assets and liabilities related to this business were classified as held for sale at December 31, 2022, which resulted in the reclassification of \$1,087 million of assets to assets held for sale and \$295 million of liabilities to liabilities associated with assets held for sale on the Consolidated Balance Sheets. The transaction closed on March 1, 2023. Refer to Note 34 for additional details.

6. Provisions on Assets

Year Ended December 31	2022		2021	
Midstream	\$	6	\$	59
Corporate/Other		—		5
	\$	6	\$	64

Midstream

In 2022, AltaGas recorded a pre-tax provision of \$6 million related to the Alton Natural Gas Storage Project as a result of updated reclamation cost estimates. Since AltaGas has abandoned this project, the resulting property, plant and equipment associated with the estimated reclamation costs was impaired. The pre-tax provisions were primarily recorded against property, plant and equipment. In 2021, AltaGas recorded pre-tax provisions of \$59 million primarily related to the sale of the U.S. transportation and storage business as well as certain non-core development stage Midstream projects that are no longer being developed. The pre-tax provisions were primarily recorded against intangible assets.

Corporate/Other

There were no provisions recorded in the Corporate/Other segment in 2022. In 2021, AltaGas recorded pre-tax provisions of \$5 million related to the Parks at Walter Reed thermal plant in Washington, D.C. which was impaired as the carrying value exceeded future expected cash flows from the asset. The pre-tax provisions were recorded against property, plant and equipment.

7. Inventory

As at December 31	2022		2021	
Natural gas held in storage ^{(a) (b)}	\$	588	\$	341
Natural gas liquids		197		175
Materials and supplies		76		70
Renewable energy credits and emission compliance instruments		127		82
Crude oil and condensate		152		109
Processed finished products		6		5
	\$	1,146	\$	782
Less: inventory reclassified to assets held for sale <i>(note 5)</i> ^(c)		(86)		—
	\$	1,060	\$	782

(a) As at December 31, 2022, \$520 million of the natural gas held in storage was held by rate-regulated utilities (2021 - \$304 million).

(b) In 2022, a write-down of \$5 million was recorded relating to the revaluation of the Company's natural gas storage inventory in the Midstream business to its net realizable value.

(c) Pursuant to the May 26, 2022 announcement of the sale of the Alaska Utilities Disposition, \$72 million of the natural gas held in storage that was held by rate-regulated utilities was reclassified to "assets held for sale" on the Consolidated Balance Sheets at December 31, 2022. The transaction closed on March 1, 2023. Refer to Notes 5 and 34 for more details.

8. Property, Plant and Equipment

As at	December 31, 2022			December 31, 2021		
	Cost	Accumulated amortization	Net book value	Cost	Accumulated amortization	Net book value
Utilities	\$ 9,806	\$ (614)	\$ 9,192	\$ 8,432	\$ (437)	\$ 7,995
Midstream	3,810	(884)	2,926	3,898	(793)	3,105
Corporate/Other	879	(665)	214	840	(617)	223
Reclassified to assets held for sale (note 5)	(1,124)	478	(646)	—	—	—
	\$ 13,371	\$ (1,685)	\$ 11,686	\$ 13,170	\$ (1,847)	\$ 11,323

Interest capitalized on long-term capital construction projects for the year ended December 31, 2022 was less than \$1 million (2021 - \$1 million).

As at December 31, 2022, the Corporation had approximately \$571 million (December 31, 2021 - \$570 million) of capital projects under construction that were not yet subject to amortization.

Depreciation expense related to property, plant and equipment (including assets under capital leases) for the year ended December 31, 2022 was \$375 million (2021 - \$365 million).

9. Intangible Assets

As at	December 31, 2022			December 31, 2021		
	Cost	Accumulated amortization	Net book value	Cost	Accumulated amortization	Net book value
E&T contracts	\$ 26	\$ (18)	\$ 8	\$ 26	\$ (17)	\$ 9
Energy services relationships	96	(86)	10	90	(63)	27
Software	359	(255)	104	331	(203)	128
Land rights	1	—	1	1	—	1
Commodity contracts	8	(6)	2	7	(1)	6
Reclassified to assets held for sale (note 5)	(30)	25	(5)	—	—	—
	\$ 460	\$ (340)	\$ 120	\$ 455	\$ (284)	\$ 171

Amortization expense related to intangible assets for the year ended December 31, 2022 was \$64 million (2021 - \$57 million).

As at December 31, 2022, the Corporation excluded \$6 million (December 31, 2021 - \$7 million) from the asset base subject to amortization. Items excluded relate to software assets under development and assets with an indefinite life.

The following table sets forth the estimated amortization expense of intangible assets, excluding any amortization of assets not yet subject to amortization as well as assets with an indefinite life, for the years ended December 31:

2023	\$ 46
2024	\$ 33
2025	\$ 29
2026	\$ 1
2027	\$ 1
Thereafter	\$ 4

10. Leases

Lessee

AltaGas has operating and finance leases for office space, office equipment, field equipment, rail cars, aquatic use, vehicles, power and gas facilities, transmission and distribution assets, and land.

The components of lease expense were as follows:

	Year Ended December 31, 2022		Year Ended December 31, 2021	
Operating lease cost (includes variable lease payments)	\$	100	\$	96
Finance lease cost				
Amortization of right-of-use assets		7		6
Interest on lease liabilities		1		—
Total finance lease cost	\$	8	\$	6
Total lease cost	\$	108	\$	102

Supplemental cash flow information related to leases was as follows:

Year Ended December 31	2022		2021	
Cash paid for amounts included in the measurement of lease liabilities:				
Operating cash flows used by operating leases	\$	(111)	\$	(96)
Financing cash flows used by finance leases ^(a)	\$	(8)	\$	(6)
Right-of-use assets obtained in exchange for new lease liabilities				
Operating leases	\$	56	\$	38
Finance leases	\$	14	\$	10

(a) Included within repayment of long-term debt on the Consolidated Statements of Cash Flows.

Supplemental balance sheet information related to leases was as follows:

As at December 31	2022	2021
Operating Leases		
Operating lease right-of-use assets		
Long-term	\$ 281	\$ 311
Included in assets held for sale (<i>note 5</i>)	1	—
Total operating lease right-of-use assets	\$ 282	\$ 311
Operating lease liabilities		
Current	\$ (92)	\$ (91)
Long-term	(215)	(253)
Included in liabilities associated with assets held for sale (<i>note 5</i>)	(1)	—
Total operating lease liabilities	\$ (308)	\$ (344)
Finance Leases		
Property and equipment, gross	\$ 46	\$ 29
Accumulated depreciation	(21)	(12)
Total property and equipment, net	\$ 25	\$ 17
Less: finance lease property and equipment reclassified to assets held for sale (<i>note 5</i>)	(3)	—
Property and equipment, net	\$ 22	\$ 17
Current portion of long-term debt	\$ (8)	\$ (6)
Long-term debt	(17)	(11)
Total finance lease liabilities	\$ (25)	\$ (17)
Less: finance lease liabilities reclassified to liabilities associated with assets held for sale (<i>note 5</i>)	3	—
Finance lease liabilities	\$ (22)	\$ (17)

As at	December 31, 2022	December 31, 2021
Weighted average remaining lease term (years)		
Operating leases	6.4	6.9
Finance leases	4.5	4.3
Weighted average discount rate (%)		
Operating leases	2.91	2.45
Finance leases	3.29	2.23

Maturity analysis of lease liabilities was as follows:

	Operating Leases	Finance Leases
2023	\$ 95	\$ 8
2024	65	7
2025	50	5
2026	41	4
2027	25	2
Thereafter	73	2
Total lease payments	\$ 349	\$ 28
Less: imputed interest	(41)	(3)
Total	\$ 308	\$ 25

Lessor

Certain of AltaGas' revenues are obtained through power purchase agreements or take-or-pay contracts whereby AltaGas is the lessor in these operating lease arrangements. Minimum lease payments received are amortized over the term of the lease. Contingent rentals are recorded when the condition that created the present obligation to make such payments occurs such as when actual electricity is generated and delivered.

Maturity analysis of lease receivables was as follows:

	Operating Leases
2023	\$ 73
2024	2
2025	2
2026	2
2027	1
Thereafter	76
Total	\$ 156

The carrying value of property, plant, and equipment associated with these leases was approximately \$203 million as at December 31, 2022.

AltaGas manages its risk associated with the residual value of its leased assets through strategically constructing leased facilities in key commercial regions and retaining the ability to sell commodities and ancillary services via the merchant market or through commodity sales agreements.

11. Goodwill

As at	December 31, 2022	December 31, 2021
Balance, beginning of year	\$ 5,153	\$ 5,039
Adjustment to goodwill on business acquisition	—	147
Goodwill included in dispositions	—	(13)
Reclassified to assets held for sale (<i>note 5</i>)	(226)	—
Foreign exchange translation	323	(20)
Balance, end of year	\$ 5,250	\$ 5,153

12. Long-Term Investments and Other Assets

As at	December 31, 2022	December 31, 2021
Deferred lease receivable	\$ 17	\$ 15
Debt issuance costs associated with credit facilities	7	8
Refundable deposits	10	9
Prepayment on long-term service agreements	79	72
Deferred information technology costs	24	6
Cash calls from joint venture partners	21	23
Contract asset (<i>net of credit losses of \$1 million</i>) (<i>notes 24 and 25</i>)	37	41
Rabbi trust (<i>notes 29 and 32</i>)	8	10
Capitalized contract costs	5	5
Financial transmission rights	39	17
Other	27	21
	\$ 274	\$ 227
Less: long-term investments and other assets reclassified to assets held for sale (<i>note 5</i>)	(1)	—
	\$ 273	\$ 227

13. Variable Interest Entities

Consolidated VIEs

AltaGas consolidates a variable interest entity (VIE) where the Corporation is deemed the primary beneficiary. The primary beneficiary of a VIE has the power to direct the activities of the entity that most significantly impact its economic performance such as being the provider of construction, operating and marketing services to the entity. In addition, the primary beneficiary of a VIE also has the obligation to absorb losses of the entity or the right to receive benefits that could potentially be significant to the VIE. AltaGas determined that it is the primary beneficiary of the following VIEs:

Ridley Island LPG Export Limited Partnership

On May 5, 2017, AltaGas LPG Limited Partnership (AltaGas LPG), a wholly-owned subsidiary of AltaGas, and Vopak Development Canada Inc. (Vopak), a wholly-owned subsidiary of Koninklijke Vopak N.V. (Royal Vopak), a public company incorporated under the laws of the Netherlands, formed the Ridley Island LPG Export Limited Partnership (RILE LP) to develop, own and operate the Ridley Island Propane Export Terminal (RIPET). AltaGas' subsidiaries hold a 70 percent interest while Vopak holds a 30 percent interest in RILE LP. The construction cost of RIPET was funded by AltaGas LPG and Vopak in proportion to their respective interests in RILE LP. As part of the arrangements, AltaGas entered into a long-term agreement for the capacity of RIPET with RILE LP, and AltaGas and certain of its subsidiaries provide operating services to RILE LP.

AltaGas has determined that RILE LP is a VIE in which it holds variable interests and is the primary beneficiary. In the determination that AltaGas is the primary beneficiary of the VIE, AltaGas noted that it has the power to direct the activities that most significantly impact the VIE's economic performance through the operating and marketing services provided to RILE LP. In addition, AltaGas has the obligation to absorb the losses and the right to receive the benefits that could potentially be significant to RILE LP through the long-term agreement for the capacity of RIPET. As such, AltaGas has consolidated RILE LP.

The assets of RILE LP are the property of RILE LP and are not available to AltaGas for any other purpose. RILE LP's asset balances can only be used to settle its own obligations. The liabilities of RILE LP do not represent additional claims against AltaGas' general assets. AltaGas' exposure to loss as a result of its interest as a limited partner is its net investment. AltaGas and Royal Vopak have provided limited guarantees for the obligations of their respective subsidiaries for the construction cost of RIPET. With the commencement of commercial operations at RIPET, the terms of the long-term capacity agreement between AltaGas LPG and RILE LP provide for a return on and of capital and reimbursement of RIPET's operating costs by AltaGas LPG in accordance with the terms set out in the agreement.

The following table represents amounts included in the Consolidated Balance Sheets attributable to AltaGas' consolidated VIE:

As at	December 31, 2022	December 31, 2021
Current assets	\$ 12	\$ 6
Property, plant and equipment	353	357
Long-term investments and other assets	45	47
Current liabilities	(16)	(8)
Asset retirement obligations	(4)	(3)
Net assets	\$ 390	\$ 399

AltaGas Hybrid Trust

On January 11, 2022, AltaGas closed its offering of \$300 million of 5.25 percent Fixed-to-Fixed Rate Subordinated Notes, Series 1 (Note 17). In conjunction with the debt offering, AltaGas issued \$300 million in Preferred Shares, Series 2022-A, to be held in the AltaGas Hybrid Trust with Computershare Trust Company of Canada acting as trustee. The Preferred Shares were

issued to satisfy the obligations under the indenture governing the associated Series 1 Subordinated Notes. Following the occurrence of certain bankruptcy or insolvency events in respect of AltaGas, subject to certain exceptions, the Series 2022-A Preferred Shares would be delivered to the holders of the Series 1 Subordinated Notes. Upon delivery of the Series 2022-A Preferred Shares, the Series 1 Subordinated Notes would be immediately and automatically surrendered and cancelled and all rights of any Series 1 Subordinated Notes will automatically cease.

On August 17, 2022, AltaGas closed its offering of \$250 million of 7.35 percent Fixed-to-Fixed Subordinated Notes, Series 2 (Note 17). In conjunction with the debt offering, AltaGas issued \$250 million in Preferred Shares, Series 2022-B, to be held in the AltaGas Hybrid Trust with Computershare Trust Company of Canada acting as trustee. The Preferred Shares were issued to satisfy the obligations under the indenture governing the associated Series 2 Subordinated Notes. Following the occurrence of certain bankruptcy or insolvency events in respect of AltaGas, subject to certain exceptions, the Series 2022-B Preferred Shares would be delivered to the holders of the Series 2 Subordinated Notes. Upon delivery of the Series 2022-B Preferred Shares, the Series 2 Subordinated Notes would be immediately and automatically surrendered and cancelled and all rights of any Series 2 Subordinated Notes will automatically cease. The only assets held by the holding trust are the Series 2022-A and Series 2022-B Preferred Shares.

AltaGas has determined that AltaGas Hybrid Trust is a VIE in which it holds variable interests and is the primary beneficiary. In the determination that AltaGas is the primary beneficiary of the VIE, AltaGas noted that it has the power to direct the activities that most significantly impact the VIE's economic performance through its role as the sole administrative agent. In addition, AltaGas has the obligation to absorb the administrative expenses that are significant to the trust through the associated administrative agreement. As such, AltaGas has consolidated the AltaGas Hybrid Trust.

Unconsolidated VIE

Strathcona Storage Limited Partnership (SSLP)

Upon the acquisition of Petrogas on December 15, 2020, AltaGas acquired an indirect interest in SSLP, a partnership formed with ATCO Energy Solutions Ltd. to construct, operate, and maintain underground NGL storage caverns at Fort Saskatchewan, Alberta. The facility currently has five underground NGL storage salt caverns. Construction of the fifth cavern was completed in the third quarter of 2022 and is currently storing customer product.

On July 5, 2022, AltaGas acquired the remaining 25.97 percent equity ownership in Petrogas which resulted in an increase in AltaGas' ownership in SSLP from 30 percent to 40 percent. As at December 31, 2022, AltaGas' carrying value in SSLP was \$130 million (2021 - \$131 million). SSLP is not consolidated by AltaGas and instead is accounted for by the equity method of accounting. AltaGas is not the primary beneficiary of SSLP and it does not have the power to direct the activities most significant to the economic performance of SSLP. The maximum financial exposure to loss as a result of the involvement with this VIE is equal to AltaGas' net investment in SSLP.

14. Investments Accounted for by the Equity Method

Description	Location	Ownership Percentage	Carrying value as at December 31		Equity income (loss) for the year ended December 31	
			2022	2021	2022	2021
Constitution Pipeline, LLC (Constitution) ^(a)	United States	10	\$ —	\$ —	\$ 3	\$ —
Eaton Rapids Gas Storage System	United States	50	28	27	3	2
Mountain Valley Pipeline, LLC (MVP) ^(b)	United States	10	478	447	—	(271)
Sarnia Airport Storage Pool LP	Canada	50	17	17	1	1
Petrogas Terminals Penn LLC ^(c)	United States	50	1	1	—	—
Strathcona Storage LP ^(c)	Canada	40	130	131	6	7
			\$ 654	\$ 623	\$ 13	\$ (261)

(a) In the third quarter of 2022, AltaGas received a payment for the return of certain costs associated with the Constitution pipeline project as a result of its cancellation in February 2020.

(b) The equity method is considered appropriate because MVP is an LLC with specific ownership accounts and ownership between five and fifty percent, resulting in WGL Midstream (now WGL Sustainable Energy LLC) exercising a more than minor influence over the investee's operating and financing policies. In 2021, a provision was recorded against the equity investment in MVP due to ongoing legal and regulatory issues. Management has continued to assess the equity investment in MVP for further impairment and determined that no further provisions were required in 2022.

(c) On July 5, 2022, AltaGas acquired the remaining 25.97 percent equity ownership of Petrogas which resulted in an increase in AltaGas' ownership in Petrogas Terminals Penn LLC from 37 percent to 50 percent and in Strathcona Storage LP from 30 percent to 40 percent. Refer to Note 3 for more details.

The carrying amount of certain equity investments differs from the amount of the underlying equity in net assets. These basis differences include amounts related to purchase accounting adjustments, capitalized interest, and a contractual cap on contributions to MVP.

Summarized combined financial information, assuming a 100 percent ownership interest in AltaGas' equity investments listed above, is as follows:

Year Ended December 31	2022	2021
Revenues	\$ 50	\$ 97
Expenses	(26)	(23)
	\$ 24	\$ 74

As at December 31	2022	2021
Current assets	\$ 136	\$ 206
Property, plant and equipment	\$ 9,544	\$ 8,571
Long-term investments and other assets	\$ 12	\$ 3
Current liabilities	\$ (166)	\$ (214)
Other long-term liabilities	\$ (14)	\$ (12)

15. Short-term Debt

As at ^(a)	December 31, 2022	December 31, 2021
Commercial paper	\$ 293	\$ 161
Project financing	—	8
	\$ 293	\$ 169

(a) As at December 31, 2022, AltaGas' weighted average interest rate on short-term borrowings outstanding was 4.8 percent (December 31, 2021 - 0.3 percent).

Credit Facilities

As at December 31, 2022, AltaGas held a \$70 million (December 31, 2021 - \$70 million) unsecured demand revolving operating credit facility with a Canadian chartered bank. Draws on the facility bear interest at the lender's prime rate or at the bankers' acceptance rate plus a stamping fee. As at December 31, 2022, there were no letters of credit outstanding under this facility (December 31, 2021 - \$34 million).

As at December 31, 2022, AltaGas held a US\$300 million (December 31, 2021 - US\$200 million) unsecured bilateral letter of credit demand facility, amended in July 2022, with a Canadian chartered bank. Borrowings on the facility incur fees and interest at rates relevant to the nature of the draws made. Letters of credit outstanding under this facility as at December 31, 2022 were \$181 million (December 31, 2021 - \$139 million).

As at December 31, 2021, AltaGas held a US\$125 million demand letter of credit facility. Letters of credit outstanding under this facility as at December 31, 2021 were \$99 million. The facility was terminated in November 2022.

WGL and Washington Gas use short-term debt in the form of commercial paper and advances under its syndicated bank credit facilities to fund seasonal cash requirements. Revolving committed credit facilities are maintained in an amount equal to or greater than the expected maximum commercial paper position. As at December 31, 2022, commercial paper outstanding classified as short-term debt totaled \$293 million (December 31, 2021 - \$161 million).

As at December 31, 2022, Petrogas held a \$30 million (December 31, 2021 - \$30 million) unsecured bilateral letter of credit demand facility. Letters of credit outstanding under this facility as at December 31, 2022 were \$16 million (December 31, 2021 - \$7 million).

As at December 31, 2022, Petrogas held an unsecured bilateral letter of credit demand facility of \$25 million (December 31, 2021 - \$25 million). As at December 31, 2022, there were no letters of credit outstanding under this facility (December 31, 2021 - \$nil).

16. Long-Term Debt

As at	Maturity date	December 31, 2022	December 31, 2021
Credit facilities			
\$2 billion unsecured extendible revolving facility ^(a)	20-May-2027	\$ 860	\$ 375
US\$150 million unsecured extendible revolving facility	20-Dec-2026	188	120
Commercial paper ^(b)	Various	386	469
\$450 million term loan	25-Aug-2024	450	—
AltaGas Ltd. medium-term notes (MTNs)			
\$500 million Senior unsecured - 2.61 percent	16-Dec-2022	—	500
\$300 million Senior unsecured - 3.57 percent	12-Jun-2023	300	300
\$200 million Senior unsecured - 4.40 percent	15-Mar-2024	200	200
\$350 million Senior unsecured - 1.23 percent	18-Mar-2024	350	350
\$300 million Senior unsecured - 3.84 percent	15-Jan-2025	300	300
\$500 million Senior unsecured - 2.16 percent	10-Jun-2025	500	500
\$350 million Senior unsecured - 4.12 percent	7-Apr-2026	350	350
\$200 million Senior unsecured - 2.17 percent	16-Mar-2027	200	200
\$200 million Senior unsecured - 3.98 percent	4-Oct-2027	200	200
\$500 million Senior unsecured - 2.08 percent	30-May-2028	500	500
\$200 million Senior unsecured - 2.48 percent	30-Nov-2030	200	200
\$100 million Senior unsecured - 5.16 percent	13-Jan-2044	100	100
\$300 million Senior unsecured - 4.50 percent	15-Aug-2044	300	300
\$250 million Senior unsecured - 4.99 percent	4-Oct-2047	250	250
WGL and Washington Gas MTNs and private placement notes			
US\$20 million Senior unsecured - 6.65 percent	20-Mar-2023	27	25
US\$41 million Senior unsecured - 5.44 percent	11-Aug-2025	55	51
US\$53 million Senior unsecured - 6.62 to 6.82 percent	Oct 2026	72	67
US\$72 million Senior unsecured - 6.40 to 6.57 percent	Feb - Sep 2027	98	91
US\$52 million Senior unsecured - 6.57 to 6.85 percent	Jan - Mar 2028	70	66
US\$9 million Senior unsecured - 7.50 percent	1-Apr-2030	12	11
US\$50 million Senior unsecured - 5.70 to 5.78 percent	Jan - Mar 2036	68	63
US\$75 million Senior unsecured - 5.21 percent	3-Dec-2040	102	95
US\$75 million Senior unsecured - 5.00 percent	15-Dec-2043	102	95
US\$300 million Senior unsecured - 4.22 to 4.60 percent	Sep - Nov 2044	405	380
US\$450 million Senior unsecured - 3.80 percent	15-Sep-2046	608	572
US\$400 million Senior unsecured - 3.65 percent ^(c)	15-Sep-2049	563	528
US\$200 million Senior unsecured - 2.98 percent	15-Dec-2051	271	254
US\$25 million Senior unsecured - 5.25 percent	29-Dec-2042	34	—
US\$175 million Senior unsecured - 5.33 percent	29-Dec-2052	237	—
SEMCO long-term debt			
US\$82 million CINGSA Senior secured - 4.48 percent ^(d)	2-Mar-2032	60	63
US\$225 million First Mortgage Bonds - 2.45 percent	21-Apr-2030	305	285
US\$225 million First Mortgage Bonds - 3.15 percent	21-Apr-2050	305	285
Fair value adjustment on WGL acquisition		79	77
Finance lease liabilities <i>(note 10)</i>		25	17
		\$ 9,132	\$ 8,239
Less: debt issuance costs		(41)	(44)
		\$ 9,091	\$ 8,195
Less: current portion		(334)	(511)
Less: liabilities associated with assets held for sale <i>(note 5)</i> ^(e)		(63)	—
		\$ 8,694	\$ 7,684

(a) Borrowings on the facility can be by way of prime loans, U.S. base-rate loans, SOFR loans, bankers' acceptances, or letters of credit. Borrowings on the facility have fees and interest at rates relevant to the nature of the draw made. During the fourth quarter of 2022, AltaGas completed an amendment of the Petrogas \$200 million Revolving Credit Facility in which AltaGas has replaced Petrogas as the borrower, which is in addition to the AltaGas \$2 billion five-year extendible committed revolving tranche, and the \$300 million two-year extendible side car liquidity revolving facility.

(b) Commercial paper is supported by the availability of long-term committed credit facilities maturing in 2024. Commercial paper intended to be repaid within the next year is recorded as short-term debt (Note 15).

- (c) The outstanding balance includes a US\$15 million premium which will be amortized as a reduction to interest expense over the term of the note.
- (d) Collateral for the CINGSA Senior secured loan is certain CINGSA assets. Alaska Storage Holding Company, LLC, a subsidiary in which AltaGas has a controlling interest, is the non-recourse guarantor of this loan.
- (e) Pursuant to the May 26, 2022 announcement of the Alaska Utilities Disposition, related long-term debt balances totaling \$63 million, including the CINGSA Senior secured loan net of issuance costs as well as certain finance lease liabilities, were reclassified to "liabilities associated with assets held for sale" on the Consolidated Balance Sheets at December 31, 2022. The transaction closed on March 1, 2023. Refer to Notes 5 and 34 for more details.

Credit Facilities

During the fourth quarter of 2022, AltaGas closed an amendment on the Petrogas \$200 million unsecured extendible revolving credit facility in which AltaGas has replaced Petrogas as the borrower. As at December 31, 2022, AltaGas held \$2.5 billion (December 31, 2021 - \$2.3 billion) of unsecured revolving credit facilities. These facilities include a \$2 billion five-year extendable committed revolving tranche, a \$300 million two-year extendable side car revolving tranche, and a \$200 million three-year revolving credit facility (previously at Petrogas). Draws on the facilities can be by way of prime loans, U.S. base-rate loans, SOFR loans, bankers' acceptances, or letters of credit. Outstanding bank loans under this facility as at December 31, 2022 were \$860 million (December 31, 2021 - \$375 million).

As at December 31, 2022, AltaGas held a \$450 million unsecured two-year term credit facility which was initiated on August 25, 2022. Draws on the facility can be by way of prime loans, U.S. base-rate loans, SOFR loans, bankers' acceptances, or letters of credit. Outstanding bank loans under this facility as at December 31, 2022 were \$450 million.

As at December 31, 2022, WGL held a US\$300 million (December 31, 2021 - US\$300 million) unsecured revolving credit facility. Draws on the facility can be by way of prime loans, U.S. base-rate loans, LIBOR loans, bankers' acceptances, or letters of credit. There were no outstanding bank loans under this facility as at December 31, 2022 or December 31, 2021.

As at December 31, 2022, Washington Gas held a US\$450 million (December 31, 2021 - US\$450 million) unsecured revolving credit facility. Draws on the facility can be by way of prime loans, U.S. base-rate loans, LIBOR loans, bankers' acceptances, or letters of credit. There were no outstanding bank loans under this facility as at December 31, 2022 or December 31, 2021.

WGL and Washington Gas use short-term debt in the form of commercial paper and advances under its syndicated bank credit facilities to fund seasonal cash requirements. Revolving committed credit facilities are maintained in an amount equal to or greater than the expected maximum commercial paper position. As at December 31, 2022, outstanding commercial paper classified as long-term debt totaled \$386 million (December 31, 2021 - \$469 million).

As at December 31, 2022, SEMCO held a US\$150 million (December 31, 2021 - US\$150 million) unsecured extendible revolving facility. Draws on the facility can be by way of letters of credit, Alternate Base Rate or Eurodollar loans. There were US\$140 million outstanding bank loans under this facility as at December 31, 2022 (December 31, 2021 - US\$95 million).

As at December 31, 2021, Petrogas held a \$25 million swingline facility. There were no outstanding bank loans under this facility as at December 31, 2021. The facility was terminated in December 2022.

17. Subordinated Hybrid Notes

As at	Maturity date	December 31,	
		2022	2021
\$300 million subordinated notes, Series 1	11-Jan-2082	\$ 300	\$ —
\$250 million subordinated notes, Series 2	17-Aug-2082	250	—
		\$ 550	\$ —
Less: debt issuance costs		(6)	—
		\$ 544	\$ —

On January 11, 2022, AltaGas closed its offering of \$300 million of 5.25 percent Fixed-to-Fixed Rate Subordinated Notes, Series 1, due January 11, 2082. The subordinated notes were offered under AltaGas' short form base shelf prospectus dated February 22, 2021, as supplemented by a prospectus supplement dated January 5, 2022.

On August 17, 2022, AltaGas closed its offering of \$250 million of 7.35 percent Fixed-to-Fixed Rate Subordinated Notes, Series 2, due August 17, 2082. The subordinated notes were offered under AltaGas' short form base shelf prospectus dated February 22, 2021, as supplemented by a prospectus supplement dated August 4, 2022.

For the year ended December 31, 2022, AltaGas recorded interest expense of \$22 million on the subordinated hybrid notes (2021 - \$nil).

18. Asset Retirement Obligations

As at December 31	2022		2021	
Balance, beginning of year	\$	429	\$	379
Obligations acquired		—		5
New obligations		3		4
Obligations settled ^(a)		(10)		(10)
Disposals		(1)		—
Revision in estimated cash flow		(2)		40
Accretion expense ^(b)		20		19
Foreign exchange translation		23		(1)
Reclassified to liabilities associated with assets held for sale <i>(note 5)</i>		(4)		—
Total	\$	458	\$	436
Less: current portion (included in accounts payable and accrued liabilities)		(7)		(7)
Balance, end of year	\$	451	\$	429

(a) During the year ended December 31, 2022, approximately \$7 million of asset retirement obligations included in accounts payable and accrued liabilities were settled (December 31, 2021 - \$7 million).

(b) Certain amounts relating to Utility asset retirement obligations are recorded through regulatory assets or liabilities on the Consolidated Balance Sheets due to regulatory treatment. The remaining portion is recorded through the Consolidated Statements of Income.

The majority of the asset retirement obligations are associated with distribution and transmission systems in the Utilities segment.

AltaGas estimates the undiscounted cash required to settle the asset retirement obligations, excluding growth for inflation, at December 31, 2022 was \$877 million (December 31, 2021 - \$892 million).

The asset retirement obligations have been recorded in the Consolidated Financial Statements at estimated values discounted at rates between 2.0 and 8.4 percent (December 31, 2021 - between 2.0 to 8.5 percent) and are expected to be incurred

between 2023 and 2140 (December 31, 2021 - between 2022 and 2139). No assets have been legally restricted for settlement of the estimated liability.

19. Environmental Matters

AltaGas is subject to federal, provincial, state and local laws and regulations related to environmental matters. These laws and regulations may require expenditures over a long time frame to control environmental effects. Almost all of the environmental liabilities AltaGas has recorded are for costs expected to be incurred to remediate sites where AltaGas or a predecessor affiliate operated manufactured gas plants (MGPs). Estimates of liabilities for environmental response costs are difficult to determine with precision because of the various factors that can affect their ultimate level. These factors include, but are not limited to, the following:

- the complexity of the site;
- changes in environmental laws and regulations at the federal, state, and local levels;
- the number of regulatory agencies or other parties involved;
- new technology that renders previous technology obsolete or experience with existing technology that proves ineffective;
- the level of remediation required; and
- variations between the estimated and actual period of time that must be dedicated to respond to an environmentally-contaminated site.

AltaGas has identified up to twelve sites where it or its predecessors may have operated MGPs. In connection with these operations, AltaGas is aware that coal tar and certain other by-products of the gas manufacturing process are present at or near some former sites and may be present at others.

As at December 31, 2022, a liability of \$13 million has been recorded on an undiscounted basis related to future environmental response costs (December 31, 2021 - \$18 million) in the Consolidated Balance Sheets under the line items “accounts payable and accrued liabilities and other long-term liabilities”. These estimates principally include the minimum liabilities associated with a range of environmental response costs expected to be incurred. As at December 31, 2022, AltaGas estimated the maximum liability associated with all of its sites to be approximately \$50 million (December 31, 2021 - \$50 million). The estimates were determined by AltaGas’ environmental experts, based on experience in remediating MGP sites and advice from legal counsel and environmental consultants. The variation between the recorded and estimated maximum liability primarily results from differences in the number of years that will be required to perform environmental response processes and the extent of remediation that may be required.

As at December 31, 2022, AltaGas reported a regulatory asset of \$15 million (December 31, 2021 - \$16 million) for the portion of environmental response costs that are expected to be recoverable in future rates (Note 22).

20. Other Long-term Liabilities

As at	December 31, 2022	December 31, 2021
Deferred revenue	\$ 11	\$ 13
Customer advances for construction	69	59
Merger commitments	5	7
Non-retirement employee benefits ^(a)	51	19
Uncertain tax positions (<i>note 21</i>)	20	20
Other	19	16
	\$ 175	\$ 134
Less: liabilities associated with assets held for sale (<i>note 5</i>)	(53)	—
	\$ 122	\$ 134

(a) Consists of long-term portion of liabilities relating to employee incentive plans and other non-retirement related employee benefits.

21. Income Taxes

Year Ended December 31	2022	2021
Income before income taxes - consolidated	\$ 716	\$ 446
Statutory income tax rate (%)	23.0	23.0
Expected taxes at statutory rates	\$ 165	\$ 103
Add (deduct) the tax effect of:		
Permanent differences	\$ 2	\$ 3
Statutory and other rate differences	1	25
Deferred income tax recovery on regulated assets	(21)	(18)
Tax differences on divestitures and transactions	(3)	(4)
Other	(1)	(3)
	\$ 143	\$ 106
Income tax provision		
Current	\$ 23	\$ 59
Deferred	120	47
	\$ 143	\$ 106
Effective income tax rate (%)	20.0	23.8

Net deferred income tax liabilities were composed of the following:

As at	December 31, 2022	December 31, 2021
PP&E and intangible assets	\$ 1,862	\$ 1,709
Regulatory assets	(187)	(233)
Tax pools, deferred financing, and compensation	(238)	(236)
Other	(69)	(84)
Valuation allowance	1	2
	\$ 1,369	\$ 1,158

The amount shown on the Consolidated Balance Sheets as deferred income tax liabilities represents the net differences between the tax basis and book carrying values on the Corporation's balance sheets at enacted tax rates.

As at December 31, 2022, the Corporation had tax-effected non-capital losses of approximately \$338 million, which will be available to offset future taxable income. If not used, these losses will expire between 2027 and 2042.

Uncertain Tax Positions

The Corporation recognizes the benefit of an uncertain tax position only when it is more likely than not that such a position will be sustained by the taxing authorities based on the technical merits of the position. The current and deferred tax impact is equal to the largest amount, considering possible settlement outcomes, that has greater than 50 percent likelihood of being realized upon settlement with the taxing authorities.

On an annual basis, the Corporation and its subsidiaries file tax returns in Canada and various foreign jurisdictions. In Canada, AltaGas' federal and provincial tax returns for the years 2013 to 2021 remain subject to examination by taxation authorities. In the United States, both the federal and state tax returns for the years 2018 to 2021 remain subject to examination by the taxation authorities.

Management determined that the following provision was required for uncertainty on income taxes during the year:

Year ended December 31		2022	2021
Balance, beginning of year	\$	20	\$ 21
Settlement		—	(1)
Balance, end of year	\$	20	\$ 20

22. Regulatory Assets and Liabilities

AltaGas accounts for certain transactions in accordance with ASC 980, Regulated Operations. AltaGas refers to this accounting guidance for regulated entities as “regulatory accounting”. Under regulatory accounting, utilities are permitted to defer expenses and income as regulatory assets and liabilities, respectively, in the Consolidated Balance Sheets when it is probable that those expenses and income will be allowed in the rate-setting process in a period different from the period in which they would have been reflected in the Consolidated Statements of Income by a non-rate-regulated entity. These deferred regulatory assets and liabilities are included in the Consolidated Statements of Income in future periods when the amounts are reflected in customer rates. If an application is filed to modify customer rates with certain regulatory commissions, AltaGas is permitted to charge customers new rates, subject to refund, until the regulatory commission renders a final decision. During this interim period, a provision is recorded for a rate refund regulatory liability based on the difference between the amount collected in rates and the amount expected to be recovered from a final regulatory decision.

Management’s assessment of the probability of recovery or pass-through of regulatory assets and liabilities requires judgment and interpretation of laws and regulatory agency orders, rules, and rate-making conventions. The relevant regulatory bodies are the MPSC, RCA, PSC of DC, PSC of MD, and SCC of VA.

If, for any reason, the Corporation ceases to meet the criteria for application of regulatory accounting for all or part of its operations, the regulatory assets and liabilities related to those portions ceasing to meet such criteria would be de-recognized from the Consolidated Balance Sheets and included in the Consolidated Statements of Income for the period in which the discontinuance of regulatory accounting occurs. Criteria that give rise to the discontinuance of regulatory accounting include: (i) increasing competition that restricts the ability of the Corporation to charge prices sufficient to recover specific costs, and (ii)

a significant change in the manner in which rates are set by regulatory agencies from cost-based regulation to another form of regulation. The Corporation's review of these criteria currently supports the continued application of regulatory accounting for all its utilities.

The following table summarizes the regulatory assets and liabilities recorded in the Consolidated Balance Sheets, as well as the remaining period, as at December 31, 2022 and 2021, over which the Corporation expects to realize or settle the assets or liabilities:

As at December 31	2022	2021	Recovery Period
Regulatory assets - current			
Deferred cost of gas ^(a)	\$ 15	\$ 20	Less than one year
Accelerated replacement recovery mechanisms ^(b)	11	7	Less than one year
Energy optimization costs	4	5	Less than one year
Virginia and Maryland revenue normalization ^(c)	8	16	Less than one year
	\$ 38	\$ 48	
Regulatory assets - non-current			
Deferred regulatory costs ^{(c) (d)}	\$ 254	\$ 199	1 - 53 years
Future recovery of pension and other retirement benefits ^(c)	1	33	2 - 20 years
Future recovery of non-retirement employee benefits ^{(c) (e)}	16	19	Various
Deferred environmental costs ^{(c) (f)}	15	16	Various
Deferred loss on debt transactions and derivative instruments ^{(c) (g)}	91	89	Various
Deferred future income taxes ^{(c) (h)}	42	43	Various
Energy efficiency program - Maryland ⁽ⁱ⁾	31	23	Various
COVID-19 costs ^(j)	4	6	Various
Other	8	8	Various
	\$ 462	\$ 436	
Less: non-current regulatory assets reclassified to assets held for sale <i>(note 5)</i>	(14)	—	
	\$ 448	\$ 436	
Regulatory liabilities - current			
Deferred cost of gas ^(a)	\$ 164	\$ 71	Less than one year
Refundable tax credit	—	2	n/a
Federal income tax rate change ^(k)	1	1	Less than one year
Virginia rate refund ^(m)	5	—	Less than one year
Interruptible sharing ^(c)	3	4	Less than one year
Virginia and Maryland revenue normalization ^(a)	2	—	Less than one year
Virginia Coronavirus Relief Fund ⁽ⁿ⁾	—	1	n/a
Other	8	—	Less than one year
	\$ 183	\$ 79	
Regulatory liabilities - non-current			
Future expense of pension and other retirement benefits ^(c)	\$ 235	\$ 425	Various
Future removal and site restoration costs ^(l)	490	453	Various
Deferred gain on debt transactions and derivative instruments ^{(c) (g)}	1	1	Various
Federal income tax rate change ^(k)	568	543	Various
Other	3	2	Various
	\$ 1,297	\$ 1,424	
Less: non-current regulatory liabilities associated with assets held for sale <i>(note 5)</i>	(96)	—	
	\$ 1,201	\$ 1,424	

(a) Washington Gas is not entitled to a rate of return on these assets. Washington Gas is allowed to recover and required to pay, using short-term interest rates, the carrying costs related to billed gas costs due from and to its customers in the District of Columbia and Virginia jurisdictions.

(b) Represents amounts for deferred over or under collections of surcharges associated with Washington Gas' accelerated pipeline recovery programs in the District of Columbia, Maryland, and Virginia.

(c) Washington Gas is not entitled to a rate of return on these assets.

(d) Includes deferred gas costs and fair value of derivatives, which are not included in customer bills until settled.

(e) Represents the timing difference between the recognition of workers compensation and short-term disability costs in accordance with generally accepted accounting principles and the way these costs are recovered through rates.

- (f) This balance represents allowed environmental remediation expenditures at SEMCO and Washington Gas sites to be recovered through rates.
- (g) The losses or gains on the issuance and extinguishment of debt and interest-rate derivative instruments include unamortized balances from transactions executed in prior years. These transactions create gains and losses that are amortized over the remaining life of the debt as prescribed by regulatory accounting requirements. As at December 31, 2022, this also includes a fair value adjustment of \$74 million (December 31, 2021 - \$72 million) recorded on the WGL Acquisition in 2018.
- (h) This balance represents amounts due from customers for deferred tax assets and liabilities related to tax benefits/expenses on deductions flowed directly to customers prior to the adoption of income tax normalizations for ratemaking purposes and to tax rate changes.
- (i) Represents amounts for deferred credits associated with Washington Gas' participation in the energy conservation and efficiency program EmPower in Maryland.
- (j) Regulatory assets established to capture and track incremental COVID-19 related costs.
- (k) The *Tax Cuts and Jobs Act* (TCJA) was enacted on December 22, 2017, and required the Corporation to revalue its U.S. deferred tax assets and liabilities in 2018 to the lower federal corporate tax rate of 21 percent, resulting in excess accumulated deferred income taxes. The tax rate reduction created a reduction in deferred tax liability, which SEMCO Gas and Washington Gas are required to refund to ratepayers.
- (l) This amount and timing of draw down is dependent upon the cost of removal of the underlying utility property, plant and equipment and its useful life.
- (m) This amount represents estimated refunds related to customers billed at a higher rate during the interim period as part of the 2022 Virginia rate case.
- (n) The Virginia Coronavirus Relief Fund was received by WGL to provide direct assistance to Virginia customers with balances over 60 days in arrears.

23. Accumulated Other Comprehensive Income (Loss)

(\$ millions)	Defined benefit pension and PRB plans	Hedge net investments	Translation foreign operations	Total
Opening balance, January 1, 2022	\$ (8)	\$ (158)	\$ 159	\$ (7)
OCI before reclassification	4	(17)	640	627
Current period OCI (pre-tax)	\$ 4	\$ (17)	\$ 640	\$ 627
Income tax on amounts retained in AOCI	(1)	2	—	1
Net current period OCI	\$ 3	\$ (15)	\$ 640	\$ 628
Purchase of remaining non-controlling interest in subsidiaries (note 3)	—	—	5	5
Ending balance, December 31, 2022	\$ (5)	\$ (173)	\$ 804	\$ 626
Opening balance, January 1, 2021	\$ (12)	\$ (158)	\$ 220	\$ 50
OCI before reclassification	3	—	(61)	(58)
Amounts reclassified from OCI	3	—	—	3
Current period OCI (pre-tax)	\$ 6	\$ —	\$ (61)	\$ (55)
Income tax on amounts retained in AOCI	(1)	—	—	(1)
Income tax on amounts reclassified to earnings	(1)	—	—	(1)
Net current period OCI	\$ 4	\$ —	\$ (61)	\$ (57)
Ending balance, December 31, 2021	\$ (8)	\$ (158)	\$ 159	\$ (7)

Reclassification From Accumulated Other Comprehensive Income

AOCI components reclassified	Income statement line item	Year Ended December 31, 2022	Year Ended December 31, 2021
Defined benefit pension and PRB plans	Other income	\$ —	\$ 3
Deferred income taxes	Income tax expense – deferred	—	(1)
		\$ —	\$ 2

24. Financial Instruments and Financial Risk Management

The Corporation's financial instruments consist of cash and cash equivalents, accounts receivable, risk management contracts, certain long-term investments and other assets, accounts payable and accrued liabilities, dividends payable, short-term and long-term debt, and certain other current and long-term liabilities.

Fair Value Hierarchy

AltaGas categorizes its financial assets and financial liabilities into one of three levels based on fair value measurements and inputs used to determine the fair value.

Level 1 - fair values are based on unadjusted quoted prices in active markets for identical assets or liabilities. Fair values are based on direct observations of transactions involving the same assets or liabilities and no assumptions are used. Included in this category are publicly traded shares valued at the closing price as at the balance sheet date.

Level 2 - fair values are determined based on valuation models and techniques where inputs other than quoted prices included within Level 1 are observable for the asset or liability either directly or indirectly. AltaGas enters into derivative instruments in the futures, over-the-counter and retail markets to manage fluctuations in commodity prices and foreign exchange rates. The fair values of power, natural gas, NGL, LPG, ocean freight, and crude oil derivative contracts were calculated using forward prices based on published sources for the relevant period, adjusted for factors specific to the asset or liability, including basis and location differentials, discount rates, and currency exchange. The fair value of foreign exchange derivative contracts was calculated using quoted market rates.

Level 3 - fair values are based on inputs for the asset or liability that are not based on observable market data. AltaGas uses valuation techniques when observable market data is not available. Level 3 derivatives include physical contracts at illiquid market locations with no observable market data, long-dated positions where observable pricing is not available over the life of the contract, contracts valued using historical spot price volatility assumptions, and valuations using indicative broker quotes for inactive market locations. A significant change to any one of these inputs in isolation could result in a significant upward or downward fluctuation in the fair value measurement.

The following methods and assumptions were used to estimate the fair value of each significant class of financial instruments:

Other current liabilities - the carrying amounts approximate fair value because of the short maturity of these instruments.

Current portion of long-term debt, Long-term debt (including debt classified as held for sale), Subordinated hybrid notes, and Other long-term liabilities - the fair value of these liabilities was estimated based on discounted future interest and principal payments using the current market interest rates of instruments with similar terms.

Risk management assets and liabilities - the fair values of power, natural gas, NGL, and crude oil derivative contracts were calculated using forward prices from published sources for the relevant period. The fair value of foreign exchange derivative contracts was calculated using quoted market rates. The fair value of Level 3 derivative contracts was calculated using internally developed valuation inputs and pricing models.

Loans and receivables - the fair value of these assets was estimated based on discounted future interest and principal payments using the current market interest rates of instruments with similar terms.

As at	December 31, 2022				
	Carrying Amount	Level 1	Level 2	Level 3	Total Fair Value
Financial assets					
Fair value through net income ^(a)					
Risk management assets - current	\$ 132	\$ —	\$ 96	\$ 36	\$ 132
Risk management assets - non-current	77	—	52	25	77
Fair value through regulatory assets ^(a)					
Risk management assets - current	8	—	6	2	8
	217	\$ —	\$ 154	\$ 63	\$ 217
Financial liabilities					
Fair value through net income ^(a)					
Risk management liabilities - current	\$ 133	\$ —	\$ 11	\$ 122	\$ 133
Risk management liabilities - non-current	170	—	4	166	170
Fair value through regulatory liabilities ^(a)					
Risk management liabilities - current	39	—	—	39	39
Risk management liabilities - non-current	128	—	—	128	128
Amortized cost					
Current portion of long-term debt	334	—	334	—	334
Long-term debt	8,694	—	7,721	—	7,721
Subordinated hybrid notes	544	—	480	—	480
Debt classified as held for sale <i>(note 5)</i>	63	—	60	—	60
Other current liabilities ^(b)	52	—	52	—	52
	\$ 10,157	\$ —	\$ 8,662	\$ 455	\$ 9,117

(a) To manage price risk associated with acquiring natural gas supply for Maryland, Virginia, and District of Columbia utility customers, Washington Gas, a subsidiary of the Corporation, enters into physical and financial derivative transactions. Any gains and losses associated with these derivatives are recorded as regulatory liabilities or assets, respectively, to reflect the rate treatment for these economic hedging activities. Additionally, as part of its asset optimization program, Washington Gas enters into derivatives with the primary objective of securing operating margins that Washington Gas will ultimately realize. Regulatory sharing mechanisms provide for the annual realized profit from these transactions to be shared between Washington Gas' shareholder and customers; therefore, changes in fair value are recorded through earnings, or as regulatory assets or liabilities to the extent that it is probable that realized gains and losses associated with these derivative transactions will be included in the rates charged to customers when they are realized.

(b) Excludes non-financial liabilities.

As at	December 31, 2021				
	Carrying Amount	Level 1	Level 2	Level 3	Total Fair Value
Financial assets					
Fair value through net income ^(a)					
Risk management assets - current	\$ 112	\$ —	\$ 73	\$ 39	\$ 112
Risk management assets - non-current	50	—	22	28	50
Fair value through regulatory assets ^(a)					
Risk management assets - current	1	—	—	1	1
Risk management assets - non-current	1	—	—	1	1
	\$ 164	\$ —	\$ 95	\$ 69	\$ 164
Financial liabilities					
Fair value through net income ^(a)					
Risk management liabilities - current	\$ 113	\$ —	\$ 58	\$ 55	\$ 113
Risk management liabilities - non-current	90	—	11	79	90
Fair value through regulatory liabilities ^(a)					
Risk management liabilities - current	15	—	—	15	15
Risk management liabilities - non-current	75	—	—	75	75
Amortized cost					
Current portion of long-term debt	511	—	511	—	511
Long-term debt	7,684	—	7,898	—	7,898
Other current liabilities ^(b)	43	—	43	—	43
	\$ 8,531	\$ —	\$ 8,521	\$ 224	\$ 8,745

(a) To manage price risk associated with acquiring natural gas supply for Maryland, Virginia, and District of Columbia utility customers, Washington Gas, a subsidiary of the Corporation, enters into physical and financial derivative transactions. Any gains and losses associated with these derivatives are

recorded as regulatory liabilities or assets, respectively, to reflect the rate treatment for these economic hedging activities. Additionally, as part of its asset optimization program, Washington Gas enters into derivatives with the primary objective of securing operating margins that Washington Gas will ultimately realize. Regulatory sharing mechanisms provide for the annual realized profit from these transactions to be shared between Washington Gas' shareholder and customers; therefore, changes in fair value are recorded through earnings, or as regulatory assets or liabilities to the extent that it is probable that realized gains and losses associated with these derivative transactions will be included in the rates charged to customers when they are realized.

(b) Excludes non-financial liabilities.

Financial assets and liabilities not included in the fair value hierarchy table include money market funds, short term debt, and commercial paper. The carrying value of these financial instruments approximate their fair value, which reflects the short-term maturity and/or normal credit terms of these financial instruments.

The following table includes quantitative information about the significant unobservable inputs used in the fair value measurement of Level 3 financial instruments as at December 31, 2022:

	Net Fair Value	Valuation Technique	Unobservable Inputs	Range	Weighted Average ^(a)
Natural gas	\$ (222)	Discounted Cash Flow	Natural Gas Basis Price (per Dth)	\$ (2.59) - \$14.00	\$ (0.50)
Natural gas	\$ (4)	Option Model	Natural Gas Basis Price (per Dth)	\$ (2.06) - \$ 7.30	\$ 0.73
			Annualized Volatility of Spot Market Natural Gas	22 % - 292 %	91 %
Electricity	\$ (166)	Discounted Cash Flow	Electricity Congestion Price (per MWh)	\$(10.86) - \$185.54	\$ 23.20

(a) Unobservable inputs were weighted by transaction volume.

The following tables provide a reconciliation of changes in net fair value of derivative assets and liabilities classified as Level 3 in the fair value hierarchy:

For the year ended December 31	2022			2021		
	Natural Gas	Electricity	Total	Natural Gas	Electricity	Total
Balance, beginning of year	\$ (107)	\$ (48)	\$ (155)	\$ (74)	\$ (19)	\$ (93)
Net realized and unrealized losses:						
Recorded in income	(43)	(213)	(256)	(15)	(25)	(40)
Recorded in regulatory assets	(100)	—	(100)	(28)	—	(28)
Transfers out of Level 3	2	(30)	(28)	(1)	—	(1)
Purchases	—	16	16	—	4	4
Settlements	35	118	153	14	(8)	6
Foreign exchange translation	(13)	(9)	(22)	(3)	—	(3)
Balance, end of year	\$ (226)	\$ (166)	\$ (392)	\$ (107)	\$ (48)	\$ (155)

Transfers between different levels of the fair value hierarchy may occur based on fluctuations in the valuation and on the level of observable inputs used to value the instruments from period to period. Transfers into and out of the different levels of the fair value hierarchy are presented at the fair value as of the beginning of the period. Transfers out of Level 3 during the year ended December 31, 2022 were due to an increase in valuations using observable market inputs.

Realized and Unrealized Gains (Losses) Recorded to Income for Level 3 Measurements

Year Ended December 31	2022	2021
Recorded to revenue	\$ (258)	\$ (79)
Recorded to cost of sales	2	39
	\$ (256)	\$ (40)

Summary of Unrealized Gains (Losses) on Risk Management Contracts Recognized in Net Income

Year Ended December 31	2022	2021
Natural gas	\$ (57)	\$ 6
Energy exports	21	38
Crude oil and NGLs	2	1
NGL frac spread	16	(13)
Power	(31)	9
Foreign exchange	—	(23)
	\$ (49)	\$ 18

Offsetting of Derivative Assets and Derivative Liabilities

Certain of AltaGas' risk management contracts are subject to master netting arrangements that create a legally enforceable right for a counterparty to offset the related financial assets and financial liabilities. As part of these master netting agreements, cash, letters of credit and parental guarantees may be required to be posted or obtained from counterparties in order to mitigate credit risk related to both derivative and non-derivative positions. Collateral balances are also offset against the related counterparties' derivative positions to the extent the application would not result in the over-collateralization of those derivative positions on the balance sheet.

As at	December 31, 2022			
	Gross amounts of recognized assets/liabilities	Gross amounts offset in balance sheet	Netting of collateral	Net amounts presented in balance sheet
Risk management assets^(a)				
Natural gas	\$ 174	\$ (80)	\$ (17)	\$ 77
Energy exports	105	(112)	34	27
Crude oil and NGLs	6	(4)	2	4
NGL frac spread	6	(6)	—	—
Power	153	(44)	—	109
	\$ 444	\$ (246)	\$ 19	\$ 217
Risk management liabilities^(b)				
Natural gas	\$ 360	\$ (80)	\$ —	\$ 280
Energy exports	112	(112)	—	—
Crude oil and NGLs	4	(4)	—	—
NGL frac spread	9	(6)	—	3
Power	231	(44)	—	187
	\$ 716	\$ (246)	\$ —	\$ 470

(a) Net amount of risk management assets on the Balance Sheet is comprised of risk management assets (current) balance of \$140 million and risk management assets (non-current) balance of \$77 million.

(b) Net amount of risk management liabilities on the Balance Sheet is comprised of risk management liabilities (current) balance of \$172 million and risk management liabilities (non-current) balance of \$298 million.

As at	December 31, 2021			
	Gross amounts of recognized assets/liabilities	Gross amounts offset in balance sheet	Netting of collateral	Net amounts presented in balance sheet
Risk management assets ^(a)				
Natural gas	\$ 94	\$ (22)	\$ (25)	\$ 47
Energy exports	61	(60)	37	38
NGL frac spread	4	—	—	4
Power	101	(25)	(1)	75
	\$ 260	\$ (107)	\$ 11	\$ 164
Risk management liabilities ^(b)				
Natural gas	\$ 164	\$ (22)	\$ (4)	\$ 138
Energy exports	81	(60)	2	23
Crude oil and NGLs	6	—	2	8
NGL frac spread	23	—	—	23
Power	126	(25)	—	101
	\$ 400	\$ (107)	\$ —	\$ 293

(a) Net amount of risk management assets on the Balance Sheet is comprised of risk management assets (current) balance of \$113 million and risk management assets (non-current) balance of \$51 million.

(b) Net amount of risk management liabilities on the Balance Sheet is comprised of risk management liabilities (current) balance of \$128 million and risk management liabilities (non-current) balance of \$165 million.

Cash Collateral

The following table presents collateral not offset against risk management assets and liabilities:

As at	December 31, 2022	December 31, 2021
Collateral posted with counterparties	\$ 2	\$ 9
Cash collateral held representing an obligation	\$ 4	\$ 2

Any collateral posted that is not offset against risk management assets and liabilities is included in line item “prepaid expenses and other current assets” in the Consolidated Balance Sheets. Collateral received and not offset against risk management assets and liabilities is included in line item “customer deposits” in the Consolidated Balance Sheets.

Certain derivative instruments contain contract provisions that require collateral to be posted if the credit rating of AltaGas or certain of its subsidiaries falls below certain levels. At December 31, 2022 and December 31, 2021, AltaGas has not posted any collateral related to its derivative liabilities that contained credit-related contingent features. The following table shows the aggregate fair value of all derivative instruments with credit-related contingent features that are in a liability position, as well as the maximum amount of collateral that would be required if specific credit-risk-related contingent features underlying these agreements were triggered:

As at	December 31, 2022	December 31, 2021
Risk management liabilities with credit-risk-contingent features	\$ 145	\$ 42
Maximum potential collateral requirements	\$ 68	\$ 21

Risks Associated with Financial Instruments

AltaGas is exposed to various financial risks in the normal course of operations such as market risks resulting from fluctuations in commodity prices, currency exchange rates and interest rates as well as credit risk and liquidity risk.

Commodity Price Risk

AltaGas enters into financial derivative contracts to manage exposure to fluctuations in commodity prices. The use of derivative instruments is governed under formal risk management policies and is subject to parameters set out by AltaGas' Risk Management Committee and Board of Directors. AltaGas does not make use of derivative instruments for speculative purposes.

Natural Gas

In the normal course of business, AltaGas purchases and sells natural gas to support its infrastructure business. The fixed price and market price contracts for both the purchase and sale of natural gas extend to 2033. In addition, AltaGas may enter into financial derivative contracts as part of WGL's asset optimization program. WGL optimized the value of its long-term natural gas transportation and storage capacity resources during periods when these resources are not being used to physically serve utility customers.

AltaGas had the following forward contracts and commodity swaps outstanding related to the activities in the energy services business as at December 31, 2022 and 2021:

December 31, 2022	Fixed price (per GJ)	Period (months)	Notional volume (GJ)	Fair Value (\$ millions)
Sales	1.75 to 20.38	1-130	244,060,786 \$	(54)
Purchases ^(a)	1.75 to 20.38	1-98	521,045,852 \$	(169)
Swaps	3.28 to 17.02	1-57	147,565,012 \$	20

December 31, 2021	Fixed price (per GJ)	Period (months)	Notional volume (GJ)	Fair Value (\$ millions)
Sales	1.75 to 10.8	1-142	259,750,059 \$	(8)
Purchases	1.75 to 10.8	1-143	606,923,548 \$	(102)
Swaps	2.95 to 7.42	1-55	201,266,412 \$	19

(a) Excludes approximately 191,071,366 GJ of natural gas purchases through 2033 that are contingent on the in-service date of the Mountain Valley Pipeline.

Crude Oil and NGLs

In the normal course of business, AltaGas utilizes financial swaps to manage the impact of timing between when product is purchased and sold in addition to differing indices on purchase and sales.

December 31, 2022	Fixed price (per Bbl)	Period (months)	Notional volume (Bbl)	Fair Value (\$ millions)
Swaps	44.19 to 120.45	1-12	1,597,173 \$	4

December 31, 2021	Fixed price (per Bbl)	Period (months)	Notional volume (Bbl)	Fair Value (\$ millions)
Swaps	41.18 to 97.12	1-12	864,000 \$	(8)

Energy Exports

AltaGas entered into a series of swaps to lock in a portion of the volumes exposed to the propane and butane price differentials between North American Indices and the Far East Index for contracts not under tolling arrangements at RIPET and Ferndale. AltaGas had the following contracts outstanding as at December 31, 2022:

December 31, 2022	Fixed price (per Bbl)	Period (months)	Notional volume (Bbl)	Fair Value (\$ millions)
Purchases	9.45	1-3	90,646	Less than \$1 million
Propane and butane swaps	4.8 to 118.69	1-12	89,433,941	\$ 27

December 31, 2021	Fixed price (per Bbl)	Period (months)	Notional volume (Bbl)	Fair Value (\$ millions)
Propane and butane swaps	5.2 to 115.54	1-15	38,860,780	\$ 15

NGL Frac Spread

AltaGas entered into a series of swaps to lock in a portion of the volumes exposed to NGL frac spread. AltaGas had the following contracts outstanding as at December 31, 2022 and 2021:

December 31, 2022	Fixed price	Period (months)	Notional volume	Fair Value (\$ millions)
Propane swaps	48.94 to 50.79/Bbl	1-12	1,075,194 Bbl \$	5
Crude oil swaps	108.65 to 113.88/Bbl	1-12	214,255 Bbl \$	1
Natural gas swaps	4.5 to 4.98/GJ	1-12	6,139,191 GJ \$	(9)

December 31, 2021	Fixed price	Period (months)	Notional volume	Fair Value (\$ millions)
Propane swaps	33.14 to 59.75/Bbl	1-12	2,099,243 Bbl \$	(15)
Butane swaps	36.19 to 36.20/Bbl	1-3	18,967 Bbl \$	(1)
Crude oil swaps	63.25 to 89.86/Bbl	1-12	369,495 Bbl \$	(4)
Natural gas swaps	2.54 to 3.89/GJ	1-12	11,873,390 GJ \$	1

Power

AltaGas sells power to the Alberta Electric System Operator at market prices. AltaGas also sells power through its WGL Energy Services affiliate, to commercial, industrial and mass market users within the PJM Regional Transmission Organization at fixed and market prices. AltaGas' strategy is to mitigate the cash flow risk to power prices to provide predictable earnings. Therefore, AltaGas uses third-party swaps and purchase contracts to fix the prices over time on a portion of the volumes to mitigate financial exposure associated with the sale contracts. These power purchase and sale contracts extend to 2026. As at December 31, 2022, AltaGas had no intention to terminate any contracts prior to maturity. AltaGas had the following power commodity forward contracts and commodity swaps outstanding as at December 31, 2022 and 2021:

December 31, 2022	Fixed price (per MWh)	Period (months)	Notional volume (MWh)	Fair Value (\$ millions)
Power sales	37.18 to 167.07	1-42	5,276,832 \$	(96)
Power purchases	37.18 to 167.07	1-42	6,341,582 \$	99
Swap purchases	(10.86) to 185.54	1-41	23,888,348 \$	(81)

December 31, 2021	Fixed price (per MWh)	Period (months)	Notional volume (MWh)	Fair Value (\$ millions)
Power sales	27.19 to 93.94	1-42	4,938,045 \$	(60)
Power purchases	27.19 to 93.94	1-53	6,393,003 \$	69
Swap purchases	(8.13) to 86.84	1-41	22,845,569 \$	(35)

The table below provides the potential impact on pre-tax income due to changes in the fair value of risk management contracts in place as at December 31, 2022:

Factor	Increase or decrease to forward prices	Increase or decrease to income before tax (\$ millions)
PJM power price	US\$1/MWh	43
NYMEX natural gas price	US\$0.50/GJ	30
Energy Exports:		
Propane Far East Index to domestic supply	\$1/Bbl	(3)
Baltic LPG Freight	\$1/Bbl	12
NGL frac spread:		
Propane	\$1/Bbl	(1)
Natural gas	\$0.50/GJ	3

Foreign Exchange Risk

AltaGas is exposed to foreign exchange risk as changes in foreign exchange rates may affect the fair value or future cash flows of the Corporation's financial instruments. AltaGas has foreign operations whereby the functional currency is the U.S. dollar. As a result, the Corporation's earnings, cash flows, and OCI are exposed to fluctuations resulting from changes in foreign exchange rates. This risk is partially mitigated to the extent that AltaGas has U.S. dollar-denominated debt and/or preferred shares outstanding. AltaGas may also enter into foreign exchange forward derivatives to manage the risk of fluctuating cash flows due to variations in foreign exchange rates.

AltaGas may designate its external U.S. dollar-denominated debt or certain U.S. dollar-denominated loans that may give rise to a foreign currency transaction gain or loss as a net investment hedge of its U.S. subsidiaries. As at December 31, 2022, AltaGas has designated US\$281 million of outstanding loans as a net investment hedge (December 31, 2021 - US\$122 million). For the year ended December 31, 2022, a \$15 million after-tax unrealized loss on the net investment hedge was recorded in OCI (2021 - \$nil).

As at December 31, 2022, AltaGas did not have any outstanding foreign exchange forward contracts. The following foreign exchange forward contracts were outstanding as at December 31, 2021:

Foreign exchange forward contract	Notional Amount (US\$ millions)	Duration	Weighted average foreign exchange rate	Fair Value
Foreign exchange swaps (purchases)	US\$10	Less than one year	1.2640	Less than \$1 million

For the year ended December 31, 2022, AltaGas recorded an after-tax realized gain of less than \$1 million on all foreign exchange forward contracts (2021 - after-tax realized gain of \$19 million).

Interest Rate Risk

AltaGas is exposed to interest rate risk as changes in interest rates may impact future cash flows and the fair value of its financial instruments. The Corporation manages its interest rate risk by holding a mix of both fixed and floating interest rate debt. As at December 31, 2022, approximately 78 percent of AltaGas' total outstanding short-term and long-term debt was at fixed rates (December 31, 2021 - 87 percent). In addition, from time to time, AltaGas may enter into interest rate swap agreements to fix the interest rate on a portion of its banker's acceptances issued under its credit facilities. There were no outstanding interest rate swaps as at December 31, 2022.

Credit Risk

Credit risk results from the possibility that a counterparty to a financial instrument fails to fulfill its obligations in accordance with the terms of the contract.

AltaGas' credit policy details the parameters used to grant, measure, monitor and report on credit provided to counterparties. AltaGas minimizes counterparty risk by conducting credit reviews on counterparties in order to establish specific credit limits, both prior to providing products or services and on a recurring basis. In addition, most contracts include credit mitigation clauses that allow AltaGas to obtain financial or performance assurances from counterparties under certain circumstances. AltaGas maintains an allowance for doubtful accounts in the normal course of its business.

AltaGas' maximum credit exposure consists primarily of the carrying value of the non-derivative financial assets and the fair value of derivative financial assets. As at December 31, 2022, AltaGas had no concentration of credit risk with a single counterparty.

Weather Related Instruments

WGL Energy Services utilizes heating degree day (HDD) instruments from time to time to manage weather and price risks related to its natural gas and electricity sales during the winter heating season. WGL Energy Services also utilizes cooling degree day (CDD) instruments and other instruments to manage weather and price risks related to its electricity sales during the summer cooling season. These instruments cover a portion of estimated revenue or energy-related cost exposure to variations in HDDs or CDDs. For the year ended December 31, 2022, a pre-tax loss of less than \$1 million was recorded related to these instruments (2021 - pre-tax loss of less than \$1 million).

Accounts Receivable Past Due or Impaired

With the exception of accounts receivable which are due in one year or less as summarized in the following table, AltaGas does not have any past due or impaired accounts receivable (AR) as at December 31, 2022:

As at December 31, 2022	Total	AR accruals	Receivables impaired	Less than 30 days	31 to 60 days	61 to 90 days	Over 90 days
Trade receivable	\$ 2,067	\$ 1,078	\$ 41	\$ 751	\$ 87	\$ 26	\$ 84
Other	65	—	—	65	—	—	—
Allowance for credit losses	(41)	—	(41)	—	—	—	—
	\$ 2,091	\$ 1,078	\$ —	\$ 816	\$ 87	\$ 26	\$ 84

As at December 31, 2021	Total	AR accruals	Receivables impaired	Less than 30 days	31 to 60 days	61 to 90 days	Over 90 days
Trade receivable	\$ 1,431	\$ 560	\$ 39	\$ 703	\$ 52	\$ 24	\$ 53
Other	35	—	—	35	—	—	—
Allowance for credit losses	(39)	—	(39)	—	—	—	—
	\$ 1,427	\$ 560	\$ —	\$ 738	\$ 52	\$ 24	\$ 53

The following table provides a summary of changes to the allowance for credit losses by segment and major type:

Year Ended December 31, 2022			
	Accounts Receivable	Contract Assets ^(a)	Total
Utilities			
Balance, beginning of period	\$ —	\$ 38	\$ 38
Foreign exchange translation	—	2	2
Adjustments to allowance ^(b)	—	26	26
Written off	—	(29)	(29)
Recoveries collected	—	4	4
Reclassified to assets held for sale (note 5)	—	(1)	(1)
Balance, end of period	\$ —	\$ 40	\$ 40
Midstream			
Balance, beginning of period	\$ —	\$ 1	\$ 2
Adjustments to allowance	—	—	—
Balance, end of period	\$ —	\$ 1	\$ 2
Total	\$ —	\$ 41	\$ 42

(a) An allowance for credit loss is assessed quarterly and is recorded based on historical default rates published by external credit rating agencies and a rate associated with the estimated time frame that the contract asset will be billed to the customer.

(b) Includes \$2 million recorded to a regulatory asset relating to the impact of COVID-19 on uncollectible accounts.

Year Ended December 31, 2021				
	Accounts Receivable	Contract Assets ^(a)	Other long-term investments and other assets ^(b)	Total
Utilities				
Balance, beginning of period	\$ 40	\$ —	\$ —	\$ 40
Adjustments to allowance ^(b)	15	—	—	15
Written off	(22)	—	—	(22)
Recoveries collected	5	—	—	5
Balance, end of period	\$ 38	\$ —	\$ —	\$ 38
Midstream				
Balance, beginning of period	\$ —	\$ 1	\$ 2	\$ 4
New allowance	—	—	(2)	(2)
Balance, end of period	\$ —	\$ 1	\$ —	\$ 2
Total	\$ 39	\$ 1	\$ —	\$ 40

(a) An allowance for credit loss is assessed quarterly and is recorded based on historical default rates published by external credit rating agencies and a rate associated with the estimated time frame that the contract asset will be billed to the customer.

(b) Includes \$5 million recorded to a regulatory asset relating to the impact of COVID-19 on uncollectible accounts.

Liquidity Risk

Liquidity risk is the risk that AltaGas will not be able to meet its financial obligations as they come due. AltaGas manages this risk through its extensive budgeting and monitoring process to ensure it has sufficient cash and credit facilities to meet its obligations. AltaGas' objective is to maintain its investment-grade ratings to ensure it has access to debt and equity funding as required.

AltaGas had the following contractual maturities with respect to financial liabilities:

As at December 31, 2022	Contractual maturities by period				
	Total	Less than 1 year	1-3 years	4-5 years	After 5 years
Accounts payable and accrued liabilities	\$ 1,902	\$ 1,902	\$ —	\$ —	\$ —
Short-term debt	293	293	—	—	—
Other current liabilities ^(a)	52	52	—	—	—
Risk management contract liabilities	470	172	183	57	58
Current portion of long-term debt ^(b)	327	327	—	—	—
Long-term debt ^(b)	8,641	—	2,241	1,968	4,432
Debt classified as held for sale	(60)	(7)	(12)	(12)	(29)
Subordinated hybrid notes	550	—	—	—	550
	\$ 12,175	\$ 2,739	\$ 2,412	\$ 2,013	\$ 5,011

(a) Excludes non-financial liabilities.

(b) Excludes deferred financing costs, discounts, finance lease liabilities, the fair value adjustment on the WGL Acquisition, and debt classified as held for sale.

As at December 31, 2021	Contractual maturities by period				
	Total	Less than 1 year	1-3 years	4-5 years	After 5 years
Accounts payable and accrued liabilities	\$ 1,544	\$ 1,544	\$ —	\$ —	\$ —
Short-term debt	169	169	—	—	—
Other current liabilities ^(a)	43	43	—	—	—
Risk management contract liabilities	293	128	85	25	55
Current portion of long-term debt ^(b)	506	506	—	—	—
Long-term debt ^(b)	7,639	—	1,356	1,775	4,508
	\$ 10,194	\$ 2,390	\$ 1,441	\$ 1,800	\$ 4,563

(a) Excludes non-financial liabilities.

(b) Excludes deferred financing costs, discounts, finance lease liabilities, and the fair value adjustment on the WGL Acquisition.

25. Revenue

The following tables disaggregate revenue by major sources for the year:

	Year Ended December 31, 2022			
	Utilities	Midstream	Corporate/ Other	Total
Revenue from contracts with customers				
Commodity sales contracts	\$ 1,715	\$ 6,260	\$ —	\$ 7,975
Midstream service contracts	—	2,411	—	2,411
Gas sales and transportation services	3,179	—	—	3,179
Storage services	24	—	—	24
Other	9	—	1	10
Total revenue from contracts with customers	\$ 4,927	\$ 8,671	\$ 1	\$ 13,599
Other sources of revenue				
Revenue from alternative revenue programs ^(a)	\$ 94	\$ —	\$ —	\$ 94
Leasing revenue ^(b)	—	232	99	331
Risk management and trading activities ^(c)	(28)	76	(3)	45
Other	(13)	31	—	18
Total revenue from other sources	\$ 53	\$ 339	\$ 96	\$ 488
Total revenue	\$ 4,980	\$ 9,010	\$ 97	\$ 14,087

- (a) A large portion of revenue generated from the Utilities segment is subject to rate regulation and accordingly there are circumstances where the revenue recognized is mandated by the applicable regulators in accordance with ASC 980.
- (b) Revenue generated from certain of AltaGas' gas facilities is accounted for as operating leases. For the Corporate/Other segment, a significant amount of revenue earned is through power purchase agreements which are accounted for as operating leases.
- (c) Risk management activities involve the use of derivative instruments such as physical and financial swaps, forward contracts, and options. These derivatives are accounted for under ASC 815 and ASC 825. A portion of revenue generated by the Utilities segment is from the physical sale and delivery of natural gas and power to end users.

Year Ended December 31, 2021					
	Utilities	Midstream	Corporate/ Other		Total
Revenue from contracts with customers					
Commodity sales contracts	\$ 1,316	\$ 4,667	\$ 1	\$	5,984
Midstream service contracts	—	1,664	—		1,664
Gas sales and transportation services	2,582	—	—		2,582
Storage services	24	—	—		24
Other	8	—	4		12
Total revenue from contracts with customers	\$ 3,930	\$ 6,331	\$ 5	\$	10,266
Other sources of revenue					
Revenue from alternative revenue programs ^(a)	\$ 92	\$ —	\$ —	\$	92
Leasing revenue ^(b)	—	168	102		270
Risk management and trading activities ^{(c) (d)}	(74)	12	(4)		(66)
Other	(12)	22	1		11
Total revenue from other sources	\$ 6	\$ 202	\$ 99	\$	307
Total revenue	\$ 3,936	\$ 6,533	\$ 104	\$	10,573

- (a) A large portion of revenue generated from the Utilities segment is subject to rate regulation and accordingly there are circumstances where the revenue recognized is mandated by the applicable regulators in accordance with ASC 980.
- (b) Revenue generated from certain of AltaGas' gas facilities is accounted for as operating leases. For the Corporate/Other segment, a significant amount of revenue earned is through power purchase agreements which are accounted for as operating leases.
- (c) Risk management activities involve the use of derivative instruments such as physical and financial swaps, forward contracts, and options. These derivatives are accounted for under ASC 815 and ASC 825. A portion of revenue generated by the Utilities segment is from the physical sale and delivery of natural gas and power to end users.
- (d) WGL Midstream trading margins are reported in risk management and trading activities from the Midstream segment. Prior to the sale of the U.S. transportation and storage business in the second quarter of 2021, WGL Midstream entered into derivative contracts for the purpose of optimizing its storage and transportation capacity as well as managing the transportation and storage assets on behalf of third parties. The trading margins of WGL Midstream, including unrealized gains and losses on derivative instruments, are netted within revenues. Gross revenues for the year ended December 31, 2021 of \$172 million associated with the GAIL Global (USA) LNG LLC (GAIL) contract and an Asset Management Agreement (AMA), which are in scope of ASC 606, are reported within risk management and trading activities. While the GAIL contract and AMA are individually not accounted for as derivatives, they are inseparable from the overall trading portfolio. Revenue from the GAIL contract is recognized at a point in time based on the actual volumes of the commodity sold at the delivery point, which corresponds to the customer's monthly invoice amount. The GAIL contract had a term of 20 years and began on March 31, 2018. Revenue from the AMA is recognized based on the amount WGL Midstream has the right to invoice the customer in accordance with ASC 606. WGL executed the AMA in April 2020. AltaGas completed the sale of the U.S. transportation and storage business, including the GAIL contract and the AMA, in April 2021.

Revenue Recognition

The following is a description of the Corporation's revenue recognition policy by segment and by major source of revenue from contracts with customers.

Utilities Segment

Gas Sales and Transportation Services

Customers are billed monthly based on regular meter readings. Customer billings are based on two main components: (i) a fixed service fee and (ii) a variable fee based on usage. Revenue is recognized over time when the gas has been delivered or as the service has been performed. As meter readings are performed on a cycle basis, AltaGas recognizes accrued revenue for any services rendered to its customers but not billed at month-end. The vast majority of these contracts are "at-will" as customers may cancel their service at any time, however, there are certain contracts that have terms of one year or longer. For these long-term contracts, there is generally a contract demand specified in the contract whereby the customer has to pay regardless of whether or not gas has been delivered. These contracts generally do not contain any make up rights and revenue is recognized on a monthly basis as service has been performed.

Gas Storage Services

Gas storage customers are billed monthly for services provided. Customer billings are based on four components: (i) reservation charges; (ii) capacity charges; (iii) injection/withdrawal charges; and (iv) excess charges. Reservation charges are based on the customer's contract withdrawal quantity, capacity charges are based on the customer's total contract quantity, and injection/withdrawal charges are based on the volume of gas delivered to or from the customer. Excess charges are applied to each day that the storage quantity exceeds 100 percent of the customer's maximum storage quantity. Revenue is recognized as the service has been performed over time on a monthly basis, which corresponds to the invoice amount. The majority of these contracts have terms extending beyond one year.

Commodity Sales

Commodity sales also include gas sales to residential, commercial, and industrial customers in certain states where WGL Energy Services is authorized as a competitive service provider. These commodity sales contracts have varying terms that generally range from one to five years. Customers are billed monthly based on the amount of gas delivered to the customer. Revenue is recognized based on the amount the Corporation is entitled to invoice the customer.

Midstream Segment

Commodity Sales

A portion of the NGL production from AltaGas' extraction facilities is subject to frac spread between NGLs extracted and the natural gas purchased to make up the heating value of the NGLs extracted. For commodity sales contracts that do not meet the definition of a derivative or for contracts whereby AltaGas has elected to apply the normal purchase normal sales scope exception, the sales contract is accounted for under ASC 606. These commodity sales contracts have varying terms but the majority of the contracts have a one-year term which coincides with the NGL year. AltaGas recognizes revenue for commodity sales contracts at a point in time based on the actual volumes of the commodity sold at the delivery point, which corresponds to the customer's monthly invoice amount.

Commodity sales contracts at RIPET and Ferndale generate revenue from the sale and delivery of LPGs to customers in Asia shipped from offshore export terminals. Revenue is recognized when LPGs are loaded onto transport vessels, which is the delivery point. AltaGas has the right to consideration in an amount that directly corresponds to the volumes of LPGs loaded on a vessel. AltaGas' commodity sales also include the sale of upgraded crude oil, processed finished products, and various fuels. Delivery takes place when there is a sales contract in place, specifying delivery volumes and sales prices. The consideration received under these contracts is variable based on commodity prices.

Midstream Service Contracts

AltaGas earns revenue from its field gathering and processing facilities, extraction facilities, storage facilities, truck hauling services, rail and truck loading and unloading terminalling, and transmission systems through a variety of contractual arrangements. For arrangements that do not contain a lease, the revenue is accounted for under ASC 606 as follows:

Fee-for-service – The customer is charged a fee for the service provided on a per unit volume basis. Contract terms generally range from one month to up to the life of the reserves. Revenue under this type of arrangement is recognized over time as the service is provided, which corresponds to the customer's monthly invoice amount.

Take-or-pay – The customer has agreed to a minimum volume commitment whereby the customer must have AltaGas process or deliver a specified volume at a rate per unit that is specified in the contract. Quantities that the customer is unable to deliver

are considered deficiency quantities. Certain of AltaGas' take-or-pay contracts contain provisions whereby the customer can make up deficiency quantities in subsequent periods. Under this type of arrangement, any consideration received relating to the deficiency quantities that will be made up in a future period will be deferred until either: (i) the customer makes up the volumes or (ii) the likelihood that the customer will make up the volumes before the make up period expires becomes remote. If AltaGas does not expect the customer to make up the deficiency quantities (also referred to as breakage amount), AltaGas may recognize the expected breakage amount as revenue before the make up period expires. Significant judgment is required in estimating the breakage amount. For contracts where the customer has no make up rights, revenue is recognized on a monthly basis based on the higher of (i) the actual quantity delivered times the per unit rate or (ii) the contracted minimum amount.

Storage fees are typically recognized in revenue ratably over the term of the contract and rail and truck loading and unloading fees are recognized when the volumes are delivered or received.

Corporate/Other Segment

For the Corporate/Other segment, the majority of revenue relates to remaining power assets, from which revenue is primarily earned through power purchase agreements which are accounted for as operating leases. In instances where power generation is not sold under a power purchase agreement, the commodity is sold via a merchant market, or via commodity sales agreements which are accounted for as financial instruments. For commodity sales contracts that do not meet the definition of a lease, derivative or for contracts whereby AltaGas has elected to apply the normal purchase normal sales scope exception, the sales contract is accounted for under ASC 606.

Contract Balances

As at December 31, 2022, a contract asset of \$41 million (December 31, 2021 - \$54 million) has been recorded on the Consolidated balance Sheets, of which \$38 million (\$37 million net of credit losses) is included within long-term investments and other assets (December 31, 2021 - \$41 million net of credit losses) and \$4 million within prepaid expenses and other current assets (December 31, 2021 - \$13 million). This contract asset represents the difference in revenue recognized under a new rate in a blend-and-extend modification with a customer. Revenue from this contract modification was recognized at a pre-modification rate until December 31, 2020, with the excess revenue recorded as a contract asset. The contract asset is now being drawn down over the remaining term of the modified contract.

At December 31, 2022, contract liabilities of \$nil (December 31, 2021 - \$1 million) have been recorded within other current liabilities on the Consolidated Balance Sheets. Contract assets and liabilities are reported in a net position on a contract-by-contract basis at the end of each reporting period.

Contract Assets

As at	December 31, 2022	December 31, 2021
Balance, beginning of year	\$ 54	\$ 71
Additions	1	—
Amortization ^(a)	(4)	(4)
Transfers to accounts receivable ^(b)	(10)	(13)
Balance, end of year	\$ 41	\$ 54

(a) Represents the drawdown of a contract asset under a blend-and-extend contract modification.

(b) Amounts included in contract assets are transferred to accounts receivable when AltaGas' right to consideration becomes unconditional.

Contract Liabilities

As at	December 31, 2022	December 31, 2021
Balance, beginning of year	\$ 1	\$ —
Additions	—	1
Revenue recognized from contract liabilities ^(a)	(1)	—
Balance, end of year	\$ —	\$ 1

(a) Recognition of revenue related to performance obligations satisfied in the current period for amounts that were previously included in contract liabilities.

Transaction Price Allocated to the Remaining Obligations

The following table includes estimated revenue expected to be recognized in the future related to performance obligations that are unsatisfied as of December 31, 2022:

	2023	2024	2025	2026	2027	2028 & beyond	Total
Midstream service contracts	\$ 120	\$ 120	\$ 116	\$ 113	\$ 112	\$ 784	\$ 1,365
Storage services	25	25	25	25	25	106	231
Other	2	2	2	2	2	5	15
	\$ 147	\$ 147	\$ 143	\$ 140	\$ 139	\$ 895	\$ 1,611

AltaGas applies the practical expedient available under ASC 606 and does not disclose information about the remaining performance obligations for (i) contracts with an original expected length of one year or less, (ii) contracts for which revenue is recognized at the amount to which AltaGas has the right to invoice for performance completed, and (iii) contracts with variable consideration that is allocated entirely to a wholly unsatisfied performance obligation or to a wholly unsatisfied promise to transfer a distinct good or service that forms part of a single performance obligation. In addition, the table above does not include any estimated amounts of variable consideration that are constrained. The majority of midstream service contracts, gas sales and transportation service contracts, and storage service contracts contain variable consideration whereby uncertainty related to the associated variable consideration will be resolved (usually on a daily basis) as volumes are processed, gas is delivered or as service is provided.

26. Shareholders' Equity

Authorization

AltaGas is authorized to issue an unlimited number of voting common shares. AltaGas is also authorized to issue such number of preferred shares in series at any time as have aggregate voting rights either directly or on conversion or exchange that in the aggregate represent less than 50 percent of the voting rights attaching to the then issued and outstanding Common Shares.

Common Shares Issued and Outstanding ^(a)	Number of shares	Amount
January 1, 2021	279,494,299 \$	6,723
Shares issued for cash on exercise of options	774,739	15
Deferred taxes on share issuance cost	—	(3)
December 31, 2021	280,269,038 \$	6,735
Shares issued for cash on exercise of options	1,262,795	28
Deferred taxes on share issuance cost	—	(2)
Issued and outstanding at December 31, 2022	281,531,833 \$	6,761

(a) Dividends declared per share for the year ended December 31, 2022 was \$1.06 (December 31, 2021 - \$1.00).

Preferred Shares

As at	December 31, 2022		December 31, 2021	
Issued and Outstanding ^{(a) (b)}	Number of shares	Amount	Number of shares	Amount
Series A	6,746,679	\$ 169	6,746,679	\$ 169
Series B	1,253,321	31	1,253,321	31
Series C ^(c)	—	—	8,000,000	206
Series E	8,000,000	200	8,000,000	200
Series G	6,885,823	172	6,885,823	172
Series H	1,114,177	28	1,114,177	28
Series K ^(d)	—	—	12,000,000	300
Share issuance costs, net of taxes		(14)		(30)
	24,000,000	\$ 586	44,000,000	\$ 1,076

(a) On January 11, 2022, in connection with the offering of the Subordinated Notes, Series 1, AltaGas issued \$300 million in Preferred Shares, Series 2022-A, to be held in the AltaGas Hybrid Trust with Computershare Trust Company of Canada acting as a trustee. Refer to Notes 13 and 17 for more details.

(b) On August 17, 2022, in connection with the offering of the Subordinated Notes, Series 2, AltaGas issued \$250 million in Preferred Shares, Series 2022-B, to be held in the AltaGas Hybrid Trust with Computershare Trust Company of Canada acting as a trustee. Refer to Notes 13 and 17 for more details.

(c) On September 30, 2022, AltaGas redeemed all of its outstanding U.S. dollar denominated Series C Preferred Shares. A loss of \$74 million was recognized upon redemption, which was comprised of a \$69 million foreign exchange loss and a \$5 million loss related to share issuance costs for the preferred shares.

(d) On March 31, 2022, AltaGas redeemed all of its outstanding Series K Preferred Shares. A loss of \$10 million was recognized upon redemption related to share issuance costs for the preferred shares.

The following table outlines the characteristics of the cumulative redeemable preferred shares ^{(a) (h) (i)}:

	Current yield	Annual dividend per share ^(b)	Redemption price per share ^(g)	Redemption and conversion option date ^{(c)(g)}	Right to convert into ^(d)
Series A ^(e)	3.060 %	\$0.76500	\$25	September 30, 2025	Series B
Series B ^{(f) (g)}	Floating	Floating	\$25	September 30, 2025	Series A
Series E ^(e)	5.393 %	\$1.34825	\$25	December 31, 2023	Series F
Series G ^(e)	4.242 %	\$1.06050	\$25	September 30, 2024	Series H
Series H ^{(f) (g)}	Floating	Floating	\$25	September 30, 2024	Series G

- (a) The Corporation is authorized to issue up to 8,000,000 of Series F Shares, subject to certain conditions, upon conversion by the holders of the applicable currently issued and outstanding series of preferred shares noted opposite such series in the table on the applicable conversion option date. If issued upon the conversion of the applicable series of preferred shares, Series F Shares are also redeemable for \$25.50 on any date after the applicable conversion option date, plus all accrued but unpaid dividends to, but excluding, the date fixed for redemption.
- (b) The holders of Series A Shares, Series E Shares, and Series G Shares are entitled to receive a cumulative quarterly fixed dividend as and when declared by the Board of Directors. The holders of Series B Shares and Series H Shares are entitled to receive a quarterly floating dividend as and when declared by the Board of Directors. If issued upon the conversion of the applicable series of preferred shares, the holders of Series F Shares will be entitled to receive a quarterly floating dividend as and when declared by the Board of Directors.
- (c) AltaGas may, at its option, redeem all or a portion of the outstanding shares for the redemption price per share, plus all accrued and unpaid dividends on the applicable redemption option date and on every fifth anniversary thereafter.
- (d) The holder will have the right, subject to certain conditions, to convert their preferred shares of a specified series into preferred shares of that other specified series as noted in this column of the table on the applicable conversion option date and every fifth anniversary thereafter.
- (e) Holders of Series A Shares, Series E Shares, and Series G Shares will be entitled to receive cumulative quarterly fixed dividends, which will reset on the redemption and conversion option date and every fifth year thereafter, at a rate equal to the sum of the then five-year Government of Canada bond yield plus 2.66 percent (Series A Shares), 3.17 percent (Series E Shares), and 3.06 percent (Series G Shares).
- (f) Holders of Series B Shares and Series H Shares will be entitled to receive cumulative quarterly floating dividends, which will reset each quarter thereafter at a rate equal to the sum of the then 90-day Government of Canada Treasury Bill rate plus 2.66 percent (Series B Shares) and 3.06 percent (Series H Shares). Each quarterly dividend is calculated as the annualized amount multiplied by the number of days in the quarter, divided by the number of days in the year. Commencing December 31, 2022, the floating quarterly dividend rate is \$0.41875 per share for Series B Shares and \$0.44340 per share for Series H Shares for the period starting December 31, 2022 to, but excluding, March 31, 2023.
- (g) Series B Shares can be redeemed for \$25.50 per share on any date after September 30, 2015 that is not a Series B conversion date, plus all accrued and unpaid dividends to, but excluding, the date fixed for redemption. Series H Shares can be redeemed for \$25.50 per share on any date after September 30, 2019 that is not a Series H conversion date, plus all accrued and unpaid dividends to, but excluding, the date fixed for redemption.
- (h) The Series 2022-A Shares were issued to Computershare Trust Company of Canada to be held in trust to satisfy AltaGas' obligations under the Series 1 Indenture, in connection with the issuance of the Subordinated Notes, Series 1. Holders of the Series 2022-A Shares shall not be entitled to receive any dividends, nor shall any dividends accumulate or accrue, on the Series 2022-A Shares prior to delivery to the holders of the Subordinated Notes, Series 1 following the occurrence of certain bankruptcy or insolvency events in respect of AltaGas. If at any time, AltaGas redeems, purchases for cancellation or repays the Subordinated Notes, Series 1 such number of Series 2022-A Shares with an aggregate issue price equal to the principal amount of Subordinated Notes, Series 1 redeemed, purchased for cancellation or repaid by AltaGas will be redeemed in accordance with the terms of the Series 2022-A Shares.
- (i) The Series 2022-B Shares were issued to Computershare Trust Company of Canada to be held in trust to satisfy AltaGas' obligations under the Series 2 Indenture, in connection with the issuance of the Subordinated Notes, Series 2. Holders of the Series 2022-B Shares shall not be entitled to receive any dividends, nor shall any dividends accumulate or accrue, on the Series 2022-B Shares prior to delivery to the holders of the Subordinated Notes, Series 2 following the occurrence of certain bankruptcy or insolvency events in respect of AltaGas. If at any time, AltaGas redeems, purchases for cancellation or repays the Subordinated Notes, Series 2 such number of Series 2022-B Shares with an aggregate issue price equal to the principal amount of Subordinated Notes, Series 2 redeemed, purchased for cancellation or repaid by AltaGas will be redeemed in accordance with the terms of the Series 2022-B Shares.

Share Option Plan

AltaGas has an employee share option plan under which officers, employees, and service providers (as defined by the TSX) are eligible to receive grants. As at December 31, 2022, 11,713,367 shares were reserved for issuance under the plan.

As at December 31, 2022, share options granted under the plan have a term between six and ten years until expiry and vest no longer than over a four-year period.

As at December 31, 2022, the unexpensed fair value of share option compensation cost associated with future periods was \$1 million (December 31, 2021 - \$3 million).

The following table summarizes information about the Corporation's share options:

As at	December 31, 2022		December 31, 2021	
	Options outstanding		Options outstanding	
	Number of options	Exercise price ^(a)	Number of options	Exercise price ^(a)
Share options outstanding, beginning of year	8,679,508	\$ 19.98	8,362,211	\$ 21.06
Granted	—	—	1,878,670	18.77
Exercised	(1,262,795)	19.94	(774,739)	17.44
Forfeited	(107,799)	26.24	(214,259)	25.24
Expired	(350,775)	32.19	(572,375)	33.26
Share options outstanding, end of year	6,958,139	\$ 19.28	8,679,508	\$ 19.98
Share options exercisable, end of year	4,960,341	\$ 19.38	4,435,287	\$ 20.72

(a) Weighted average.

As at December 31, 2022, the aggregate intrinsic value of the total share options exercisable was \$24 million (December 31, 2021 - \$33 million), the total intrinsic value of share options outstanding was \$33 million (December 31, 2021 - \$68 million) and the total intrinsic value of share options exercised was \$11 million (December 31, 2021 - \$5 million).

The following table summarizes the employee share option plan as at December 31, 2022:

	Options outstanding			Options exercisable		
	Number outstanding	Weighted average exercise price	Weighted average remaining contractual life (years)	Number exercisable	Weighted average exercise price	Weighted average remaining contractual life (years)
\$14.52 to \$18.00	1,739,186	\$ 15.41	2.07	1,712,333	\$ 15.40	2.04
\$18.01 to \$25.08	4,570,158	19.27	3.25	2,601,089	19.43	2.96
\$25.09 to \$37.86	648,795	29.70	0.72	646,919	29.71	0.71
	6,958,139	\$ 19.28	2.72	4,960,341	\$ 19.38	2.35

The fair value of each option granted is estimated on the date of grant using the Black-Scholes-Merton option pricing model. The weighted average grant date fair value and assumptions are as follows:

Year ended December 31 ^(a)	2022	2021
Fair value per options (\$)	—	3.37
Risk-free interest rate (%)	—	0.42
Expected life (years)	—	6
Expected volatility (%) ^(b)	—	35.70
Annual dividend per share (\$) ^(c)	—	1.00
Forfeiture rate (%)	—	—

(a) No options were granted in 2022.

(b) Expected volatility assumptions are based on the historic daily share price volatility.

(c) Annual dividend per share is calculated based on a weighted average share price and forward dividend yields as the grant dates.

Phantom Unit Plan (Phantom Plan) and Deferred Share Unit Plan (DSUP)

AltaGas has a Phantom Plan for employees, executive officers, and directors, which includes restricted units (RUs) and performance units (PUs) with vesting periods of 36 months from the grant date. In addition, AltaGas has a DSUP, pursuant to which directors receive deferred share units (DSUs). DSUs granted under the DSUP vest immediately but settlement of the DSUs occur when the individual ceases to be a director.

PU, RU, and DSUs (number of units)	2022	2021
Balance, beginning of year	3,877,843	5,920,300
Granted	1,413,790	1,611,727
Vested and paid out	(1,784,293)	(3,495,702)
Forfeited	(140,150)	(313,621)
Units in lieu of dividends	172,563	126,250
Additional units added by performance factor	792,309	28,889
Outstanding, end of year	4,332,062	3,877,843

For the year ended December 31, 2022, the compensation expense recorded for the Phantom Plan and DSUP was \$50 million (2021 – \$66 million). As at December 31, 2022, the unrecognized compensation expense relating to the remaining vesting period for the Phantom Plan was \$14 million (December 31, 2021 - \$16 million) and is expected to be recognized over the vesting period.

27. Net Income Per Common Share

The following table summarizes the computation of net income per common share:

	Year Ended December 31	
	2022	2021
Numerator:		
Net income applicable to controlling interests	\$ 523	\$ 283
Less: Preferred share dividends	(40)	(53)
Loss on redemption of preferred shares (note 26)	(84)	—
Net income applicable to common shares	\$ 399	\$ 230
Denominator:		
<i>(millions of shares)</i>		
Weighted average number of common shares outstanding	281.0	279.9
Dilutive equity instruments ^(a)	2.3	1.8
Weighted average number of common shares outstanding - diluted	283.3	281.7
Basic net income per common share	\$ 1.42	\$ 0.82
Diluted net income per common share	\$ 1.41	\$ 0.82

(a) Determined using the treasury stock method.

For the year ended December 31, 2022, less than a million share options (2021 – 1.7 million) were excluded from the diluted net income per share calculation as their effects were anti-dilutive.

28. Other Income

Year Ended December 31	2022	2021
Gains on asset sales (note 4)	\$ 3	\$ 6
Other components of net benefit cost (note 29)	74	64
Interest income and other revenue	17	11
Total	\$ 94	\$ 81

29. Pension Plans and Retiree Benefits

The costs of the defined benefit and post-retirement benefit plans are based on Management's estimate of the future rate of return on the fair value of pension plan assets, salary escalations, mortality rates and other factors affecting the payment of future benefits.

Defined Contribution Plan

AltaGas has a defined contribution (DC) pension plan for substantially all employees. The pension cost recorded for the DC plan was \$25 million for the year ended December 31, 2022 (2021 - \$22 million).

Defined Benefit Plans

AltaGas has several defined benefit pension plans for unionized and non-unionized employees, including one in Canada (which is comprised of five divisions) and five in the United States. The plans in the United States include a qualified, trustee, non-contributory defined benefit pension plan, and a non-funded defined benefit restoration plan maintained by Washington Gas.

The defined benefit plans are fully funded except for two of the divisions in Canada, which are partially funded.

In 2021, AltaGas made the decision to wind-up the Canadian defined benefit pension plan effective March 31, 2022. As the decision to wind-up the plan was made in 2021, a curtailment of less than \$1 million was recorded to AOCI for the year ended December 31, 2021. In October 2022, approval of the wind-up was received from the Alberta Superintendent of Pensions.

AltaGas' most recent actuarial valuation of the Canadian defined benefit plan for funding purposes was completed for the year ended December 31, 2019. As the Canadian defined benefit plan is in the process of being wound up, no further actuarial valuations for this plan are required. Actuarial valuations for funding purposes are required annually for AltaGas' U.S. defined benefit plans.

Supplemental Executive Retirement Plans (SERP)

AltaGas has non-registered defined benefit plans that provide defined benefit pension benefits to eligible executives based on average earnings, years of service and age at retirement. The SERP benefits will be paid from the general revenue of the Corporation as payments come due or from the Rabbi Trusts funded as part of the WGL acquisition. Security will be provided for the SERP benefits through a letter of credit within a retirement compensation arrangement trust account.

Several executive officers of Washington Gas participate in a separate non-funded defined benefit SERP (a non-qualified pension plan). This defined benefit SERP was closed to new entrants beginning January 1, 2010.

Post-Retirement Benefit Plans

AltaGas has several post-retirement benefit plans for unionized and non-unionized employees, including one in Canada and five in the United States. The post-retirement benefit plan in Canada is limited to the payment of life insurance and an annual allocation to a Healthcare Spending Account (HSA). This benefit plan is not funded.

Post-retirement benefit plans in the United States provide certain medical, prescription drug, dental, and life insurance benefits to eligible retired employees, their spouses and covered dependents. Benefits are based on a combination of the retiree's age and years of service at retirement. For eligible Washington Gas retirees and dependents not yet receiving Medicare benefits, Washington Gas provides medical, prescription drug, and dental benefits through Preferred Provider Organization (PPO) or

Health Maintenance Organization (HMO) plans, through the Washington Gas Light Company Retiree Medical Plan. For Medicare-eligible retirees age 65 and older and their dependents, eligible retirees and dependents participate in a tax-free Health Reimbursement Account (HRA) Plan. The HRA plan provides an annual subsidy to help purchase supplemental medical, prescription drug and dental coverage in the marketplace. One of these benefit plans is partially funded, three are fully funded, and one is not funded.

Rabbi Trusts

Rabbi trusts of \$11 million as at December 31, 2022 have been funded to satisfy the employee benefit obligations associated with WGL's various pension plans (December 31, 2021 - \$18 million). These balances are included in the "prepaid expenses and other current assets" and "long-term investments and other assets" line items on the Consolidated Balance Sheets.

The following table summarizes the details of the defined benefit plans, including the SERP and post-retirement plans in Canada and the United States:

Year Ended December 31, 2022	Canada		United States		Total	
	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits
Projected benefit obligation ^(a)						
Balance, beginning of year	\$ 34	\$ 2	\$ 1,743	\$ 430	\$ 1,777	\$ 432
Actuarial gain	(6)	—	(473)	(118)	(479)	(118)
Current service cost	3	—	22	10	25	10
Member contributions	—	—	—	3	—	3
Interest cost	1	—	52	13	53	13
Benefits paid	(4)	—	(83)	(23)	(87)	(23)
Expenses paid	—	—	(1)	—	(1)	—
Settlements	—	—	(5)	—	(5)	—
Other	—	—	—	1	—	1
Foreign exchange translation	—	—	98	25	98	25
	\$ 28	\$ 2	\$ 1,353	\$ 341	\$ 1,381	\$ 343
Less: projected benefit obligation reclassified to liabilities associated with assets held for sale <i>(note 5)</i> ^(b)	—	—	(85)	(9)	(85)	(9)
Balance, end of year	\$ 28	\$ 2	\$ 1,268	\$ 332	\$ 1,296	\$ 334
Plan assets						
Fair value, beginning of year	\$ 16	\$ —	\$ 1,715	\$ 1,058	\$ 1,731	\$ 1,058
Actual return on plan assets	(3)	—	(374)	(254)	(377)	(254)
Employer contributions	4	—	8	—	12	—
Member contributions	—	—	—	3	—	3
Benefits paid	(4)	—	(83)	(23)	(87)	(23)
Expenses paid	—	—	(1)	—	(1)	—
Settlements	—	—	(5)	—	(5)	—
Other	—	—	—	1	—	1
Foreign exchange translation	—	—	99	60	99	60
	\$ 13	\$ —	\$ 1,359	\$ 845	\$ 1,372	\$ 845
Less: plan assets reclassified to assets held for sale <i>(note 5)</i> ^(b)	—	—	(93)	(3)	(93)	(3)
Fair value, end of year	\$ 13	\$ —	\$ 1,266	\$ 842	\$ 1,279	\$ 842
Funded status ^(c)	\$ (15)	\$ (2)	\$ 6	\$ 504	\$ (9)	\$ 502

(a) For post-retirement benefit plans, the projected benefit obligation represents the accumulated benefit obligation.

(b) Presented on a net basis in Note 5. See below for specific amounts included in the Consolidated Balance Sheets.

(c) Calculation includes plan assets and liabilities classified as held for sale.

Year Ended December 31, 2021	Canada		United States		Total	
	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits
Projected benefit obligation ^(a)						
Balance, beginning of year	\$ 37	\$ 2	\$ 1,800	\$ 452	\$ 1,837	\$ 454
Actuarial gain	(4)	—	(39)	(19)	(43)	(19)
Current service cost	4	—	23	10	27	10
Member contributions	—	—	—	2	—	2
Interest cost	1	—	49	12	50	12
Benefits paid	(4)	—	(74)	(25)	(78)	(25)
Expenses paid	—	—	(1)	—	(1)	—
Settlements	—	—	(7)	—	(7)	—
Plan amendments	—	—	—	(1)	—	(1)
Foreign exchange translation	—	—	(8)	(1)	(8)	(1)
Balance, end of year	\$ 34	\$ 2	\$ 1,743	\$ 430	\$ 1,777	\$ 432

Plan assets

Fair value, beginning of year	\$ 16	\$ —	\$ 1,667	\$ 1,016	\$ 1,683	\$ 1,016
Actual return on plan assets	—	—	125	67	125	67
Employer contributions	4	—	11	—	15	—
Member contributions	—	—	—	2	—	2
Benefits paid	(4)	—	(74)	(23)	(78)	(23)
Expenses paid	—	—	(1)	—	(1)	—
Settlements	—	—	(7)	—	(7)	—
Foreign exchange translation	—	—	(6)	(4)	(6)	(4)
Fair value, end of year	\$ 16	\$ —	\$ 1,715	\$ 1,058	\$ 1,731	\$ 1,058
Funded status	\$ (18)	\$ (2)	\$ (28)	\$ 628	\$ (46)	\$ 626

(a) For post-retirement benefit plans, the projected benefit obligation represents the accumulated benefit obligation.

For the year ended December 31, 2022 and year ended December 31, 2021, AltaGas' defined benefit and post-retirement benefit pension plans incurred actuarial gains primarily due to the increase in discount rates, which were the result of an increase in high-quality corporate bond yield curves in the Canadian and U.S. markets.

The following amounts were included in the Consolidated Balance Sheets:

	December 31, 2022			December 31, 2021		
	Defined Benefit	Post-Retirement Benefits	Total	Defined Benefit	Post-Retirement Benefits	Total
Prepaid post-retirement benefits	\$ 28	\$ 510	\$ 538	\$ 37	\$ 637	\$ 674
Assets held for sale (note 5)	8	—	8	—	—	—
Accounts payable and accrued liabilities ^(a)	(3)	—	(3)	(8)	—	(8)
Future employee obligations	(42)	(2)	(44)	(75)	(11)	(86)
Liabilities associated with assets held for sale (note 5)	—	(6)	(6)	—	—	—
	\$ (9)	\$ 502	\$ 493	\$ (46)	\$ 626	\$ 580

(a) Account balances on the Consolidated Balance Sheets also include certain non-pension related amounts.

The accumulated benefit obligation for all defined benefit plans were:

As at	December 31, 2022		December 31, 2021	
	Canada	United States	Canada	United States
Accumulated benefit obligation ^(a)	\$ 27	\$ 1,307	\$ 33	\$ 1,659

(a) Accumulated benefit obligation differs from projected benefit obligation in that it does not include an assumption with respect to future compensation levels.

For those pension plans where the projected benefit obligation exceeded the fair value of plan assets as at December 31, 2022, the cumulative obligation and asset balances were:

As at	December 31, 2022		December 31, 2021	
	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits
Projected benefit obligation	\$ 49	\$ 11	\$ 375	\$ 14
Plan assets	\$ 3	\$ 3	\$ 289	\$ 3

For those pension plans where the accumulated benefit obligation exceeded the fair value of plan assets as at December 31, 2022, the cumulative obligation and asset balances were:

As at	December 31, 2022		December 31, 2021	
	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits
Accumulated benefit obligation	\$ 48	\$ 11	\$ 221	\$ 14
Plan assets	\$ 3	\$ 3	\$ 158	\$ 3

The following amounts were recorded in other comprehensive income (loss) and have not yet been recognized in net periodic benefit cost:

Year Ended December 31, 2022	Canada		United States		Total	
	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits
Past service cost	\$ —	\$ —	\$ —	\$ (1)	\$ —	\$ (1)
Net actuarial loss	(2)	—	—	(3)	(2)	(3)
Recognized in AOCI pre-tax	\$ (2)	\$ —	\$ —	\$ (4)	\$ (2)	\$ (4)
Increase by the amount included in deferred tax liabilities	—	—	—	1	—	1
Net amount in AOCI after-tax	\$ (2)	\$ —	\$ —	\$ (3)	\$ (2)	\$ (3)

Year Ended December 31, 2021	Canada		United States		Total	
	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits
Past service cost	\$ —	\$ —	\$ —	\$ (2)	\$ —	\$ (2)
Net actuarial gain (loss)	(5)	(1)	4	(6)	(1)	(7)
Recognized in AOCI pre-tax	\$ (5)	\$ (1)	\$ 4	\$ (8)	\$ (1)	\$ (9)
Increase (decrease) by the amount included in deferred tax liabilities	1	—	(1)	2	—	2
Net amount in AOCI after-tax	\$ (4)	\$ (1)	\$ 3	\$ (6)	\$ (1)	\$ (7)

The following amounts were recorded in a regulatory asset (liability) and have not yet been recognized in net periodic benefit cost:

Year Ended December 31, 2022	Canada		United States		Total	
	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits
Past service credit	\$ —	\$ —	\$ —	\$ (64)	\$ —	\$ (64)
Net actuarial gain	—	—	(47)	(123)	(47)	(123)
	\$ —	\$ —	\$ (47)	\$ (187)	\$ (47)	\$ (187)
Less: regulatory asset (liability) reclassified to assets (liabilities associated with assets) held for sale	—	—	(3)	3	(3)	3
Recognized in regulatory liability	\$ —	\$ —	\$ (50)	\$ (184)	\$ (50)	\$ (184)

Year Ended December 31, 2021	Canada		United States		Total	
	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits
Past service credit	\$ —	\$ —	\$ —	\$ (77)	\$ —	\$ (77)
Net actuarial gain	—	—	(26)	(289)	(26)	(289)
Recognized in regulatory liability	\$ —	\$ —	\$ (26)	\$ (366)	\$ (26)	\$ (366)

The costs of the defined benefit and post-retirement benefit plans are based on Management's estimate of the future rate of return on the fair value of pension plan assets, salary escalations, mortality rates and other factors affecting the payment of future benefits.

The net pension expense by plan was as follows:

	Year Ended December 31, 2022					
	Canada		United States		Total	
	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits
Current service cost ^(a)	\$ 3	\$ —	\$ 22	\$ 10	\$ 25	\$ 10
Interest cost ^(b)	1	—	52	13	53	13
Expected return on plan assets ^(b)	—	—	(79)	(38)	(79)	(38)
Amortization of past service credit ^(b)	—	—	—	(18)	—	(18)
Amortization of net actuarial loss (gain) ^(b)	—	—	2	(7)	2	(7)
Net benefit cost (income) recognized	\$ 4	\$ —	\$ (3)	\$ (40)	\$ 1	\$ (40)

(a) Recorded under the line item "operating and administrative" expenses on the Consolidated Statements of Income.

(b) Recorded under the line item "other income" on the Consolidated Statements of Income.

	Year Ended December 31, 2021					
	Canada		United States		Total	
	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits
Current service cost ^(a)	\$ 4	\$ —	\$ 23	\$ 10	\$ 27	\$ 10
Interest cost ^(b)	1	—	49	12	50	12
Expected return on plan assets ^(b)	(1)	—	(76)	(34)	(77)	(34)
Amortization of past service credit ^(b)	—	—	—	(18)	—	(18)
Amortization of net actuarial loss (gain) ^(b)	1	—	6	(6)	7	(6)
Plan settlements ^(b)	—	—	2	—	2	—
Net benefit cost (income) recognized	\$ 5	\$ —	\$ 4	\$ (36)	\$ 9	\$ (36)

(a) Recorded under the line item "operating and administrative" expenses on the Consolidated Statements of Income.

(b) Recorded under the line item "other income" on the Consolidated Statements of Income.

The objective for fund returns for the Canadian defined benefit pension plan is a liability-matching fixed income portfolio that is constructed to have similar characteristics as the liabilities of the pension plan. The liability-matching fixed income portfolio is determined as the combination of fixed income indices that exhibit the same sensitivity to real and nominal interest rate changes as the liabilities of the pension plan.

The objective for fund returns for the pension plans in the United States, over three to five-year periods, is the sum of two components - a passive component, which is the benchmark index market returns for the asset mix in effect, plus the added value expected from active management, if applicable to the fund. It is the Corporation's belief that the potential additional returns justify the additional risk associated with active management. The risk inherent in the investment strategy over a market cycle (a three-to five-year period) is two-fold. There is a risk that the market returns, as measured by the benchmark returns, will not be in line with expectations. The other risk is that the expected added value of active management over passive management will not be realized over the time period prescribed in each fund manager's mandate. There is also the risk of annual volatility in returns, which means that in any one year the actual return may be very different from the expected return.

Cash and money market investments may be held from time to time as short-term investment decisions at the discretion of the fund manager(s) within the constraints prescribed by their mandate(s).

The Corporation's target asset mix for the Canadian defined benefit plan is 100 percent fixed income assets. The target asset mix for SEMCO plans is 33 percent fixed income assets, for WGL plans is 50 percent to 70 percent fixed income assets. These objectives have taken into account the nature of the liabilities and the risk-reward tolerance of the Corporation.

The collective investment mixes for the defined benefit plans are as follows as at December 31, 2022 and December 31, 2021:

Year Ended December 31, 2022				
Canada	Fair value	Level 1	Level 2	Percentage of Plan Assets (%)
December 31, 2022				
Cash and short-term equivalents	\$ 2	\$ 2	—	15
Fixed income				
Canadian bonds	11	11	—	85
	\$ 13	\$ 13	—	100
December 31, 2021				
Cash and short-term equivalents	\$ 2	\$ 2	—	13
Fixed income				
Canadian bonds	14	14	—	87
	\$ 16	\$ 16	—	100

Year Ended December 31, 2022				
United States	Fair value	Level 1	Level 2	Percentage of Plan Assets (%)
December 31, 2022				
Cash and short-term equivalents	\$ 2	\$ 2	—	—
Canadian equities	2	2	—	—
Foreign equities ^(a)	247	247	—	20
Fixed income				
Government debt	413	80	333	33
Corporate debt	355	30	325	28
Derivatives	2	—	2	—
Other ^(b)	11	—	11	1
Total investments in the fair value hierarchy	\$ 1,032	\$ 361	\$ 671	82
<i>Investments measured at net asset value using the NAV practical expedient ^(c)</i>				
Pooled separate accounts ^(d)	\$ 43			3
Collective trust funds ^(e)	279			22
Total fair value of plan investments	\$ 1,354			107
Net receivable ^(f)	5			—
	\$ 1,359			107
Less: investments reclassified to assets held for sale	(93)			(7)
	\$ 1,266			100
December 31, 2021				
Cash and short-term equivalents	\$ 2	\$ 2	—	—
Canadian equities	2	2	—	—
Foreign equities ^(a)	290	290	—	17
Fixed income				
Government debt	346	39	307	20
Corporate debt	502	79	423	30
Derivatives	6	—	6	—
Other ^(b)	11	—	11	1
Total investments in the fair value hierarchy	\$ 1,159	\$ 412	\$ 747	68
<i>Investments measured at net asset value using the NAV practical expedient ^(c)</i>				
Private equity/limited partnership ^(g)	\$ 46			3
Pooled separate accounts ^(d)	38			2
Collective trust funds ^(e)	467			27
Total fair value of plan investments	\$ 1,710			100
Net receivable ^(f)	5			—
	\$ 1,715			100

- (a) Consists of investments in foreign equities include U.S. and international securities.
- (b) As at December 31, 2022 and December 31, 2021, these investments consisted primarily of non-U.S. government bonds and asset-backed securities.
- (c) In accordance with ASC Topic 820, these investments are measured at fair value using net asset value (NAV) per share as a practical expedient and, therefore, have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliations of the fair value hierarchy to the statements of net assets available for plan benefits.
- (d) As at December 31, 2022, investments in pooled separate accounts consisted of 100 percent income producing properties located in the United States (December 31, 2021 - 100 percent).
- (e) As at December 31, 2022, investments in collective trust funds consisted primarily of 79 percent common stock of U.S. companies (December 31, 2021 - 91 percent), 16 percent income producing properties located in the United States (December 31, 2021 - 9 percent), and 5 percent of short-term money market investments (December 31, 2021 - nil).
- (f) As at December 31, 2022 and December 31, 2021, this net receivable primarily represents pending trades for investments sold and interest receivable net of pending trades for investments purchased.
- (g) As at December 31, 2021, investments in a private equity/limited partnership consisted of common stock of international companies.

The collective investment mixes for the post-retirement benefit plans are as follows as at December 31, 2022 and December 31, 2021:

United States	Fair value	Level 1	Level 2	Percentage of Plan Assets (%)
December 31, 2022				
Cash and short-term equivalents	\$ 8	\$ 8	—	1
Foreign equities ^(a)	50	50	—	6
Fixed income				
Government debt	101	21	80	12
Corporate debt	85	8	77	10
Other ^(b)	5	—	5	1
Total investments in the fair value hierarchy	\$ 249	\$ 87	\$ 162	30
<i>Investments measured at net asset value using the NAV practical expedient ^(c)</i>				
Commingled funds ^(d)	\$ 596			71
Total fair value of plan investments	\$ 845			101
Less: investments reclassified to assets held for sale	(3)			(1)
	\$ 842			100
December 31, 2021				
Cash and short-term equivalents	\$ 6	\$ 6	—	1
Foreign equities ^(a)	60	60	—	6
Fixed income				
Government debt	104	10	94	10
Corporate debt	122	20	102	11
Other ^(b)	6	—	6	1
Total investments in the fair value hierarchy	\$ 298	\$ 96	\$ 202	29
<i>Investments measured at net asset value using the NAV practical expedient ^(c)</i>				
Commingled funds ^(d)	\$ 760			71
	\$ 1,058			100

- (a) Consists of investments in foreign equities include U.S. and international securities.
- (b) As at December 31, 2022 and December 31, 2021, these investments consisted primarily of non-U.S. government bonds.
- (c) In accordance with ASC Topic 820, these investments are measured at fair value using net asset value (NAV) per share as a practical expedient and, therefore, have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliations of the fair value hierarchy to the statements of net assets available for plan benefits.
- (d) As at December 31, 2022, investments in commingled funds consisted of approximately 49 percent common stock of large-cap U.S. companies (December 31, 2021 - 51 percent), 23 percent U.S. Government fixed income securities (December 31, 2021 - 21 percent), and 28 percent corporate bonds for WGL's post-retirement benefit plans (December 31, 2021 - 28 percent).

Year Ended December 31	2022		2021	
Significant actuarial assumptions used in measuring net benefit plan costs	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits
Discount rate (%)	2.50 - 5.05	3.10	1.90 - 2.85	2.50 - 3.10
Expected long-term rate of return on plan assets (%) ^(a)	2.83 - 6.50	3.00 - 6.50	4.75 - 7.00	3.37 - 7.00
Rate of compensation increase (%)	2.50 - 4.00	3.00	1.00 - 4.00	2.50 - 3.00

(a) Only applicable for funded plans

As at December 31	2022		2021	
Significant actuarial assumptions used in measuring benefit obligations	Defined Benefit	Post-Retirement Benefits	Defined Benefit	Post-Retirement Benefits
Discount rate (%)	5.05 - 5.60	5.30 - 5.70	2.50 - 3.10	3.10
Rate of compensation increase (%)	2.50 - 4.00	3.00	2.50 - 4.00	3.00

The expected rate of return on assets is based on the current level of expected returns on risk free investments, the historical level of risk premium associated with other asset classes in which the portfolio is invested, and the expectations for future returns of each asset class. The expected return for each asset class was then weighted based on the target asset allocation to develop the expected rate of return on assets assumption for the portfolio.

The discount rate is based on yields available on high-quality long-term corporate bonds, with maturities matching the estimated timing and amount of expected benefit payments.

The estimates for health care benefits take into consideration increased health care benefits due to aging and cost increases in the future. The assumed health care cost trend rate used to measure the expected cost of benefits for the next year was between 2.8 and 6.5 percent. The health care cost trend rates were assumed to decline to between 2.6 and 5.0 percent by 2030.

The following table shows the expected cash flows for defined benefit pension and other post-retirement plans:

	Defined Benefit	Post-Retirement Benefits
Expected employer contributions:		
2023	\$ 8	\$ —
Expected benefit payments:		
2023	\$ 95	\$ 23
2024	\$ 94	\$ 22
2025	\$ 96	\$ 22
2026	\$ 97	\$ 23
2027	\$ 98	\$ 23
2028 - 2032	\$ 501	\$ 119

30. Commitments, Guarantees, and Contingencies

Commitments

AltaGas has long-term natural gas purchase and transportation arrangements, LPG purchase agreements, crude oil and condensate purchase agreements, electricity purchase arrangements, service agreements, pipeline and storage service contracts, capital commitments, environmental commitments, merger commitments, and operating leases for office space,

office equipment, vehicles, rail cars, land, storage, aquatic surface use, and other equipment, all of which are transacted at market prices and in the normal course of business.

Future payments of these commitments as at December 31, 2022 are estimated as follows:

	2023	2024	2025	2026	2027	2028 & beyond	Total
Gas purchase ^{(a) (b)}	\$ 1,433	\$ 1,209	\$ 1,088	\$ 1,014	\$ 1,004	\$ 3,406	\$ 9,154
Pipeline and storage services ^{(b) (c)}	474	428	392	347	303	749	2,693
LPG purchase ^(d)	431	336	251	173	150	194	1,535
Electricity purchase ^(e)	869	616	231	56	16	2	1,790
Operating leases ^(f)	101	96	81	72	56	156	562
Service agreements ^{(g) (h) (i)}	76	53	47	38	29	251	494
Environmental ^(j)	10	1	1	1	—	—	13
Post-acquisition contingent payments ^(k)	5	—	—	—	—	—	5
Crude oil and condensate purchase ^(l)	14	—	—	—	—	—	14
Merger commitments ^(m)	5	2	1	1	1	—	10
Capital projects ⁽ⁿ⁾	32	—	—	—	—	—	32
	\$ 3,450	\$ 2,741	\$ 2,092	\$ 1,702	\$ 1,559	\$ 4,758	\$ 16,302

(a) AltaGas enters into contracts to purchase natural gas from various suppliers for its utilities. These contracts are used to ensure that there is an adequate supply of natural gas to meet the needs of customers and to minimize exposure to market price fluctuations. Gas purchase commitments are valued based on fixed prices and forward prices, which may fluctuate significantly from period to period. Pursuant to the May 26, 2022 announcement of the Alaska Utilities Disposition, \$2.6 billion of the gas purchase commitments are associated with the assets held for sale at December 31, 2022. The transaction closed on March 1, 2023. Refer to Notes 5 and 34 for more details.

(b) Excludes an estimated US\$7.6 billion of natural gas purchases through 2033 and US\$1 billion of pipeline contracts through 2043 that are contingent on the in-service date of the Mountain Valley Pipeline.

(c) Pipeline and storage commitments include minimum payments for natural gas transportation, storage and peaking contracts that have expiration dates through 2044.

(d) AltaGas enters into contracts to purchase LPGs for its operations at RIPET and Ferndale. These contracts are used to ensure that there is an adequate supply of LPGs to meet shipment commitments and to minimize exposure to market price fluctuations. LPG purchase commitments are valued based on forward prices, which may fluctuate significantly from period to period.

(e) AltaGas enters into contracts to purchase electricity from various suppliers for its non-utility business. Electricity purchase commitments are based on existing fixed price and fixed volume contracts, and include US\$78 million of commitments related to renewable energy credits.

(f) Operating leases include lease arrangements for office space, office equipment, field equipment, rail cars, aquatic use, vehicles, power and gas facilities, transmission and distribution assets, and land. Operating leases also include \$203 million in future undiscounted cash flows associated with leasing arrangements for the use of Very Large Gas Carriers (VLGCs) that are anticipated to commence between 2023 and 2024 and \$11 million in future discounted cash flows associated with leasing arrangements for rail cars commencing in 2023.

(g) In 2014, AltaGas' Blythe facility entered into a Long-Term Service Agreement (LTSA) with a service pro to complete various upgrade and maintenance services on the Combustion Turbines (CT) at the Blythe facility over 124,000 equivalent operating hours per CT, or 25 years, whichever comes first. The LTSA has variable fees on a per equivalent operating hour basis. As at December 31, 2022, the total commitment was \$148 million payable over the next 13 years, of which \$53 million is expected to be paid over the next 5 years.

(h) In 2017, AltaGas entered into a 12-year service agreement commencing in 2019 for tug services to support the marine operations of RIPET.

(i) In 2015, AltaGas entered into a Project Agreement that contemplated the sublease of lands from Ridley Terminals Inc. (RTI, now Trigon Pacific Terminals Ltd. (Trigon)), provision of certain terminal services, and access to Trigon's terminal facilities to support RIPET's operations for an initial term of 20 years ending in 2039. In 2019, RILE LP and Trigon executed a Terminal Services Agreement that formalized the concepts outlined in the Project Agreement.

(j) Environmental commitments include committed payments related to certain environmental response costs.

(k) Relating to certain air-related violations at the Ferndale terminal. The penalty was paid in full in February 2023.

(l) AltaGas enters into contracts to purchase crude oil and condensates for marketing, sale, and distribution. These contracts are used to ensure that there is an adequate supply of crude oil and condensates to meet the needs of customers and to minimize exposure to market price fluctuations. Crude oil and condensate commitments are valued based on forward prices, which may fluctuate significantly from period to period.

(m) Represents the estimated future payments of WGL merger commitments that have been accrued but not paid. Among other things, these commitments include rate credits distributable to both residential and non-residential customers to partially offset rate increases resulting from gas expansion, extension of natural gas service over a 10-year period and other programs, various public interest commitments, and safety programs. As at December 31, 2022, the cumulative amount of merger commitments that have been expensed but not yet paid is approximately US\$8 million. Additionally, there are a number of operational commitments with various timeframes, including the funding of leak mitigation and reducing leak backlogs, the funding of damage prevention efforts, developing projects to extend natural gas service, maintaining pre-merger quality of service standards including odor call response times, increasing supplier diversity, achieving synergy savings benefits, as well as reporting and tracking related to certain commitments, and causing the development of 15 MW of either electric grid energy storage or tier one renewable resources.

(n) Commitments for capital projects. Estimated amounts are subject to variability depending on the actual construction costs.

Guarantees

AltaGas has guaranteed payments primarily for certain commitments on behalf of some of its subsidiaries. As at December 31, 2022, AltaGas has no guarantees issued on behalf of external parties.

Contingencies

AltaGas and its subsidiaries are subject to various legal claims and actions arising in the normal course of business. While the final outcome of such legal claims and actions cannot be predicted with certainty, the Corporation does not believe that the resolution of such claims and actions will have a material impact on the Corporation's consolidated financial position or results of operations. As at December 31, 2022, a liability of US\$4 million (approximately CAD \$5 million) has been recorded for penalties related to certain alleged air-related violations at the Ferndale terminal. On January 13, 2023, Petrogas West, LLC signed a Settlement Agreement with the Northwest Clean Air Agency (NWCAA) in order to resolve these alleged violations. The penalty was paid in February 2023 and represents a full and final resolution of all claims brought, or that could have been brought by the NWCAA related to the alleged violations.

31. Related Party Transactions

In the normal course of business, AltaGas transacts with its subsidiaries, affiliates and joint ventures. Amounts due to or from related parties on the Consolidated Balance Sheets were measured at the exchange amount and were as follows:

As at	December 31, 2022	December 31, 2021
Due from related parties		
Accounts receivable ^(a)	\$ 1	\$ 7
Due to related parties		
Accounts payable ^(b)	\$ 1	\$ 7

(a) Receivables from affiliates.

(b) Payables to affiliates.

The following transactions with related parties have been recorded on the Consolidated Statements of Income for the years ended December 31, 2022 and 2021:

Year Ended December 31	2022	2021
Cost of sales ^(a)	\$ 7	\$ 6

(a) In the ordinary course of business, AltaGas obtained natural gas storage services from a joint venture.

32. Supplemental Cash Flow Information

The following table details the changes in operating assets and liabilities from operating activities:

	Year Ended December 31	
	2022	2021
Source (use) of cash:		
Accounts receivable	\$ (691)	\$ (206)
Inventory	(324)	(232)
Risk management assets - current	4	4
Other current assets	(1)	4
Regulatory assets - current	13	(3)
Accounts payable and accrued liabilities	377	92
Customer deposits	14	27
Regulatory liabilities - current	98	(12)
Risk management liabilities - current	(6)	(1)
Other current liabilities	(12)	21
Other operating assets and liabilities	(122)	(104)
Changes in operating assets and liabilities	\$ (650)	\$ (410)

The following table details the changes in non-cash investing and financing activities:

	Year Ended December 31	
	2022	2021
Decrease (increase) of balance:		
Exercise of stock options	\$ 3	\$ 2
Common share dividends payable	\$ —	\$ 22
Net right-of-use assets obtained in exchange for new operating lease liabilities	\$ (56)	\$ (38)
Net right-of-use assets obtained in exchange for new finance lease liabilities	\$ (14)	\$ (10)
Capital expenditures included in accounts payable and accrued liabilities	\$ 6	\$ 33

The following cash payments have been included in the determination of earnings:

	Year Ended December 31	
	2022	2021
Interest paid (net of capitalized interest)	\$ 304	\$ 279
Income taxes paid	\$ 17	\$ 69

The following table is a reconciliation of cash and restricted cash balances:

As at December 31	2022	2021
Cash and cash equivalents	\$ 53	\$ 63
Restricted cash holdings from customers - current	—	3
Restricted cash included in prepaid expenses and other current assets ^(a)	3	8
Restricted cash included in long-term investments and other assets <i>(note 12)</i> ^(a)	8	10
Cash, cash equivalents, and restricted cash per Consolidated Statements of Cash Flows	\$ 64	\$ 84

(a) The restricted cash balances included in prepaid expenses and other current assets and long-term investments and other assets relate to Rabbi trusts associated with WGL's pension plans (see Note 29).

33. Segmented Information

AltaGas owns and operates a portfolio of assets and services used to move energy from the source to the end-user. The following describes the Corporation's reporting segments:

Utilities	<ul style="list-style-type: none"> ■ rate-regulated natural gas distribution assets in Michigan, Alaska, the District of Columbia, Maryland, and Virginia. The sale of the Alaskan Utilities closed on March 1, 2023; ■ rate-regulated natural gas storage in the United States, of which certain storage facilities in Alaska were sold on March 1, 2023, pursuant to the Alaska Utilities Disposition; and ■ sale of energy to residential, commercial and industrial customers in Washington D.C., Maryland, Virginia, Delaware, Pennsylvania and Ohio.
Midstream	<ul style="list-style-type: none"> ■ NGL processing and extraction plants; ■ natural gas storage facilities; ■ liquefied petroleum gas (LPG) export terminals; ■ transmission pipelines to transport natural gas and NGLs; ■ natural gas gathering lines and field processing facilities; ■ purchase and sale of natural gas; ■ natural gas and NGL marketing; ■ marketing, storage and distribution of wellsite fluids and fuels, crude oil and condensate diluents; and ■ interest in a regulated pipeline in the Marcellus/Utica gas formation.
Corporate/Other	<ul style="list-style-type: none"> ■ the cost of providing corporate services, financing and general corporate overhead, corporate assets, financing other segments, and the effects of changes in the fair value of certain risk management contracts; and ■ a small portfolio of remaining power assets.

The following table provides a reconciliation of segment revenue to the disaggregated revenue table disclosed in Note 25:

Year Ended December 31, 2022				
	Utilities	Midstream	Corporate/ Other	Total
External revenue (note 25)	\$ 4,980	\$ 9,010	\$ 97	\$ 14,087
Segment revenue	\$ 4,980	\$ 9,010	\$ 97	\$ 14,087

Year Ended December 31, 2021				
	Utilities	Midstream	Corporate/ Other	Total
External revenue (note 25)	\$ 3,936	\$ 6,533	\$ 104	\$ 10,573
Intersegment revenue	—	2	—	2
Segment revenue	\$ 3,936	\$ 6,535	\$ 104	\$ 10,575

Geographic Information

Year Ended December 31	2022	2021
Revenue ^(a)		
Canada	\$ 8,915	\$ 6,420
United States	5,155	4,304
Total	\$ 14,070	\$ 10,724

(a) Operating revenue from external customers, excluding unrealized gains or losses on risk management contracts.

As at December 31	2022	2021
Property, plant and equipment		
Canada	\$ 2,930	\$ 3,109
United States	8,756	8,214
Total	\$ 11,686	\$ 11,323
Operating right-of-use assets		
Canada	\$ 212	\$ 239
United States	69	72
Total	\$ 281	\$ 311

The following tables show the composition by segment:

	Year Ended December 31, 2022					Total
	Utilities	Midstream	Corporate/ Other	Intersegment Elimination		
Segment revenue (note 25)	\$ 4,980	\$ 9,010	\$ 97	\$ —	\$ —	\$ 14,087
Cost of sales	(3,197)	(7,915)	(26)	—	—	(11,138)
Operating and administrative	(1,023)	(461)	(84)	—	—	(1,568)
Accretion expenses	(1)	(6)	—	—	—	(7)
Depreciation and amortization	(290)	(116)	(33)	—	—	(439)
Provisions on assets (note 6)	—	(6)	—	—	—	(6)
Income from equity investments	2	11	—	—	—	13
Other income	77	9	8	—	—	94
Foreign exchange gains	—	—	10	—	—	10
Interest expense	—	—	(330)	—	—	(330)
Income (loss) before income taxes	\$ 548	\$ 526	\$ (358)	\$ —	\$ —	\$ 716
Net additions (reductions) to:						
Property, plant and equipment ^(a)	\$ 822	\$ (117)	\$ (10)	\$ —	\$ —	\$ 695
Intangible assets	\$ 2	\$ 6	\$ 1	\$ —	\$ —	\$ 9

(a) Net additions to property, plant, and equipment, and intangible assets may not agree to changes reflected in the Consolidated Statements of Cash Flows due to classification of business acquisition and foreign exchange changes on U.S. assets.

Year Ended December 31, 2021					
	Utilities	Midstream	Corporate/ Other	Intersegment Elimination	Total
Segment revenue (note 25)	\$ 3,936	\$ 6,535	\$ 104	\$ (2)	\$ 10,573
Cost of sales	(2,273)	(5,412)	(25)	2	(7,708)
Operating and administrative	(906)	(475)	(95)	—	(1,476)
Accretion expenses	(1)	(6)	1	—	(6)
Depreciation and amortization	(285)	(104)	(33)	—	(422)
Provision on assets (note 6)	—	(59)	(5)	—	(64)
Income (loss) from equity investments	2	(263)	—	—	(261)
Other income	65	16	—	—	81
Foreign exchange gains (losses)	—	10	(6)	—	4
Interest expense	—	—	(275)	—	(275)
Income (loss) before income taxes	\$ 538	\$ 242	\$ (334)	\$ —	\$ 446
Net additions (reductions) to:					
Property, plant and equipment ^(a)	\$ 705	\$ (284)	\$ 8	\$ —	\$ 429
Intangible assets	\$ 2	\$ 2	\$ 2	\$ —	\$ 6

(a) Net additions to property, plant, and equipment, and intangible assets may not agree to changes reflected in the Consolidated Statements of Cash Flows due to classification of business acquisition and foreign exchange changes on U.S. assets.

The following table shows goodwill and total assets by segment:

	Utilities	Midstream	Corporate/ Other	Total
As at December 31, 2022				
Goodwill	\$ 3,718	\$ 1,532	\$ —	\$ 5,250
Segmented assets	\$ 16,782	\$ 6,728	\$ 455	\$ 23,965
As at December 31, 2021				
Goodwill	\$ 3,691	\$ 1,462	\$ —	\$ 5,153
Segmented assets	\$ 14,603	\$ 6,415	\$ 575	\$ 21,593

34. Subsequent Events

On March 1, 2023, AltaGas closed the sale of its 100 percent interest in ENSTAR and 65 percent indirect interest in CINGSA and other ancillary operations to TriSummit Utilities for consideration of approximately US\$800 million (approximately CAD\$1.1 billion) prior to closing adjustments.

Subsequent events have been reviewed through March 1, 2023, the date on which these audited Consolidated Financial Statements were issued.

SUPPLEMENTAL QUARTERLY OPERATING INFORMATION

	Q4-22	Q3-22	Q2-22	Q1-22	Q4-21
OPERATING HIGHLIGHTS					
UTILITIES					
Natural gas deliveries - end use (Bcf) ⁽¹⁾	54.3	12.6	23.0	74.7	44.0
Natural gas deliveries - transportation (Bcf) ⁽¹⁾	34.0	21.5	26.1	43.7	31.2
Service sites (thousands) ⁽²⁾	1,704	1,695	1,693	1,694	1,689
Degree day variance from normal - SEMCO Gas (%) ⁽³⁾	(1.7)	(3.7)	1.8	3.2	(15.0)
Degree day variance from normal - ENSTAR (%) ⁽³⁾	8.7	12.6	(9.6)	(11.7)	11.9
Degree day variance from normal - Washington Gas (%) ⁽³⁾⁽⁴⁾	9.2	750.0	20.7	(1.3)	(12.7)
WGL retail energy marketing - gas sales volumes (Mmcf)	18,064	7,133	10,469	23,637	16,299
WGL retail energy marketing - electricity sales volumes (GWh)	3,328	3,670	3,123	3,096	3,167
MIDSTREAM					
LPG export volumes (Bbls/d) ⁽⁵⁾	97,152	110,453	110,845	87,967	76,609
Total inlet gas processed (Mmcf/d) ⁽⁵⁾	1,274	1,228	1,205	1,472	1,534
Extraction ethane volumes (Bbls/d) ⁽⁵⁾	21,947	21,178	21,706	29,654	27,000
Extraction NGL volumes (Bbls/d) ⁽⁵⁾⁽⁶⁾	34,782	31,483	29,402	35,770	35,734
Fractionated volumes (Bbls/d) ⁽⁵⁾	36,658	35,578	28,944	33,090	37,000
Frac spread - realized (\$/Bbl) ⁽⁵⁾⁽⁷⁾	25.14	27.78	28.70	23.92	9.18
Frac spread - average spot price (\$/Bbl) ⁽⁵⁾⁽⁸⁾	23.14	36.25	32.97	36.98	35.82
Propane Far East Index (FEI) to Mont Belvieu spread (US\$/Bbl) ⁽⁵⁾⁽⁹⁾	18.95	10.48	12.94	12.91	12.65
Butane FEI to Mont Belvieu spread (US\$/Bbl) ⁽⁵⁾⁽¹⁰⁾	18.59	11.87	11.84	10.95	10.29

(1) Bcf is one billion cubic feet.

(2) Service sites reflect all of the service sites of the utilities, including transportation and non-regulated business lines.

(3) A degree day is a measure of coldness determined daily as the number of degrees the average temperature during the day in question is below 65 degrees Fahrenheit. Degree days for a particular period are determined by adding the degree days incurred during each day of the period. Normal degree days for a particular period are the average of degree days during the prior 15 years for SEMCO Gas, during the prior 10 years for ENSTAR, and during the prior 30 years for Washington Gas.

(4) In certain of Washington Gas' jurisdictions (Virginia and Maryland) there are billing mechanisms in place that are designed to eliminate the effects of variance in customer usage caused by weather and other factors such as conservation. In the District of Columbia, there is no weather normalization billing mechanism nor does Washington Gas hedge to offset the effects of weather. As a result, colder or warmer weather will result in variances to financial results.

(5) Average for the period.

(6) NGL volumes refer to propane, butane, and condensate.

(7) Realized frac spread or NGL margin, expressed in dollars per barrel of NGL, is derived from sales recorded by the segment during the period for frac spread exposed volumes plus the settlement value of frac hedges settled in the period less extraction premiums, divided by the total frac exposed volumes produced during the period.

(8) Average spot frac spread or NGL margin, expressed in dollars per barrel of NGL, is indicative of the average sales price that AltaGas receives for propane, butane and condensate less extraction premiums, before accounting for hedges, divided by the respective frac spread exposed volumes for the period.

(9) Average propane price spread between FEI and Mont Belvieu TET commercial index.

(10) Average butane price spread between FEI and Mont Belvieu TET commercial index.

OTHER INFORMATION

DEFINITIONS

Bbls/d	barrels per day
Bcf	billion cubic feet
Dth	dekatherm
GJ	gigajoule
GWh	gigawatt-hour
Mmcf	million cubic feet
Mmcf/d	million cubic feet per day
MW	megawatt
MWh	megawatt-hour
US\$	United States dollar

ABOUT ALTAGAS

AltaGas is a leading North American energy infrastructure Company that connects NGLs and natural gas to domestic and global markets. The Company operates a diversified, lower-risk, high-growth Utilities and Midstream business that is focused on delivering resilient and durable value for its stakeholders.

For more information visit www.altagas.ca or reach out to one of the following:

Jon Morrison

Senior Vice President, Investor Relations & Corporate Development
Jon.Morrison@altagas.ca

Adam McKnight

Director, Investor Relations
Adam.McKnight@altagas.ca

Investor Inquiries

1-877-691-7199
investor.relations@altagas.ca

Media Inquiries

1-403-206-2841
media.relations@altagas.ca

For investor relations inquiries contact:

✉ investor.relations@altagas.ca | 🌐 altagas.ca

☎ Telephone: 403.691.7100 | Toll-free: 1.877.691.7199
📍 1700, 355 - 4th Avenue SW Calgary, Alberta T2P 0J1

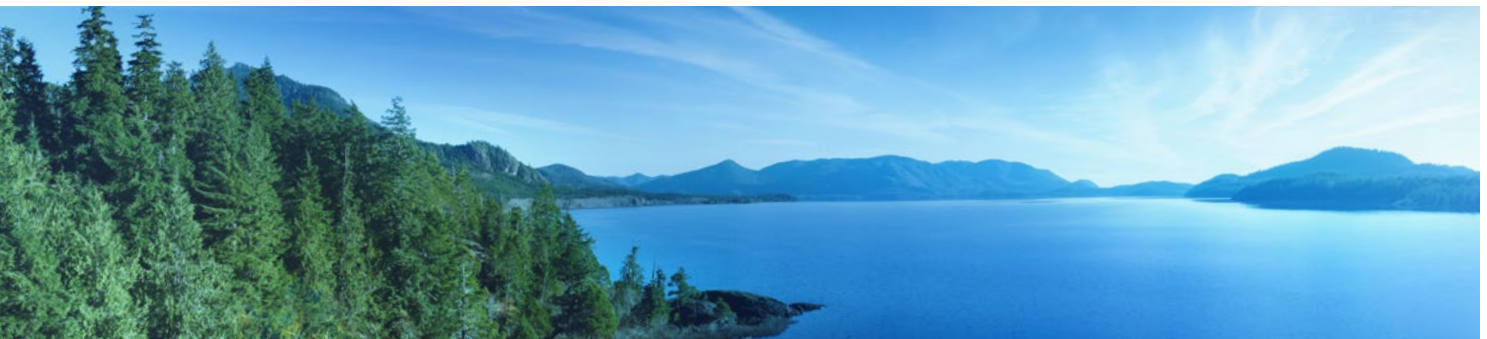
The AltaGas Family of Companies

AltaGas

 **WGL**

 **SEMCOENERGY**

Petrogas



From: [Curnen, Olga](#)
To: [Heydt, Ray](#)
Cc: [Staab, Jaison](#); [Turcios, Jose](#)
Subject: WGL - SEPSA Presentations and Updated Cost Proposals
Date: Monday, February 12, 2024 3:20:01 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
Importance: High

CAUTION: This is an external message. Please think before you click on links or attachments and report suspicious emails by using the report message button.

Ray,

On behalf of WGL Energy please review the revised proposed fee:

- Service Fee (Based on PJM settlement volume in the subaccount) – Cost per MWh - **\$0.67 per MWh**
- Annual Interest Rate Applied to Monthly Deficient Working Capital Balance (Proposed Index Called Out in Proposal) -
3 month SOFR + 1% (published on 1st of the month)

We are looking forward to your decision.

Sincerely,

Olga

Olga Curnen – C.E.P.

Sr. Business Development Manager

WGL Energy

P 301.693.2383 | Olga.Curnen@wglenergy.com

Vienna, VA (HQ) | Baltimore, MD | Medina, OH | Philadelphia, PA | Pittsburgh, PA

Our social links:



Check out [cleansteps.com](https://www.cleansteps.com) to learn more about balancing your carbon footprint.



From: Heydt, Ray <Ray.Heydt@montgomerycountypa.gov>

Sent: Thursday, February 8, 2024 2:03 PM
To: Heydt, Ray <Ray.Heydt@montgomerycountypa.gov>
Subject: [External] SEPSPA Presentations and Updated Cost Proposals

You don't often get email from ray.heydt@montgomerycountypa.gov. [Learn why this is important](#)

CAUTION: This email originated outside of Washington Gas. **Do not click links or open attachments** unless you recognize the sender and know the content is safe. If you are not sure, use the **"Report Phish"** button or contact helpdesk@washgas.com

Good afternoon,

Thank you for your presentation and Q&A today. We appreciate the time and effort that was devoted to creating your proposal and pricing structure.

The SEPSPA team is requesting an updated cost proposal with the parameters of an initial **5 year agreement with 5 mutually agreeable, optional annual renewals for a potential contract term of 10 years.**

- Service Fee (Based on PJM settlement volume in the subaccount) – Cost per MWH
- Annual Interest Rate Applied to Monthly Deficient Working Capital Balance (Proposed Index Called Out in Proposal) - Adder to Index (%)

Kindly have this information back to me by Noon on Tuesday, February 13.

Please confirm receipt and feel free to reach out with any questions.

Thanks for your timely attention to this matter.

Ray



Ray Heydt
Contract Manager
Procurement
Montgomery County, PA

P: [\(610\) 292-6885](tel:(610)292-6885)

www.montgomerycountypa.gov



This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, forwarding, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Disclaimer: This e-mail and any files transmitted with it are for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient(s), please reply to the sender and destroy all copies of the original message. Any unauthorized review, use, disclosure, dissemination, forwarding, printing or copying of this email, and/or any action taken in reliance on the contents of this e-mail is strictly prohibited and may be unlawful. Where permitted by applicable law, this e-mail and other e-mail communications sent to and from Washington Gas e-mail addresses may be monitored.



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Lisa Blair, Human Services

ITEM TYPE: Advertisement

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval to advertise Request for Proposals for the provision of Process Server: In-Person Service of Summonses, Subpoenas and Other Official Documents for Juvenile & Orphan's Court. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: N/A

ESTIMATED/ACTUAL COST OF REQUEST: \$200.00

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: See attached. supporting documentation

ATTACHMENTS:

[Summary Sheet Request RFP for the provision of Process Servicer In-Person Service of Summonses subpoenas and Other Official Documents for Juvenile and Orphans Court.pdf](#)

Delaware County Human Services Request to Issue Request for Proposal

Program Office: Child Welfare

Service Type: Process Server: In-Person Service of Summonses, Subpoenas and Other Official Documents for Juvenile & Orphans' Court

Value of Potential Contract: N/A

Anticipated Effective Date of Service: To Be Determined/Estimated April 2024

Funding of Service:

Federal Funding Source(s):		Amount:	
State Funding Source(s):	Office of Children, Youth and Families ACT 148	Amount:	50% net of federal and other revenue
Other Funding Source(s):		Amount:	
County Funding:		Amount:	50% net of federal and other revenue

Statement Summarizing Request for Proposal:

Human Services, Child Welfare is requesting permission to issue a Request for Proposal for a Process Server: In-person service of summonses, subpoenas, and other court documents. Subject to Solicitor's approval.

Specifics of Service for Which Request for Proposal is being Requested:

We seek to contract with an experienced individual to provide in person notifications of hearings, court orders, subpoenas and other documents for Juvenile and Orphans' Court. The goal of the personal service is to provide timely in-person notification of hearings as required by the Rules of Court, to ensure that parents, guardians, and youth involved with the Juvenile Court and Orphans' Court are aware of court proceedings and attend the hearings.

Program Need for Requested Service:

Under Pennsylvania Rules for Juvenile Court Procedure 1123,123, 1124, 124, the Delaware County Children and Youth Services and Juvenile Probation require a certificate of service (signatures) for certain correspondence; Juvenile Court (Dependency & Delinquency) requires a certificate of service (signatures) for proceedings under the Juvenile Act – Court Hearing Summons, Subpoenas, Notice of Hearing and/or court orders. Under Rule 15.6 of the Orphans' Court Rules in the Pennsylvania Rules of Court and Rule 5 in the Delaware County Orphans' Court Rules, Children and Youth Service shall provide personal service of notice of hearings for Termination of Parental Rights.

Summary of Plan for Review of Proposals:

Proposals will be evaluated by a team of Department of Human Services, Children and Youth Services, County Juvenile Probation and County Juvenile Detention and Rehabilitation professionals. Identifying information of submissions will be redacted and sent to a pre-identified review panel. The review panel uses a rubric to score both the technical and fiscal proposal. The review panel then meets to discuss scoring and the proposals to reach a consensus on the proposal that best meets the requirements outlined in the request.

Metrics Being Utilized to Evaluate Proposals:

Proposal defines a plan for program oversight and quality improvement; includes a job description with qualifications and expectations; includes a plan for record keeping and use of data to track and adjust services; includes a 1-year operating budget/narrative and documentation for equipment or other related expenses; includes a plan to ensure services are available during extended hours daily to accommodate.

A matrix will be developed to outline the various aspects/expectations; scoring will be point based.

Review Panel:

Children & Youth Services Administrator/ Designee	Office: Children & Youth Services
Human Services Chief Financial Officer/ Designee	Department of Human Services
Juvenile Probation Department Administrator/ Designee	Juvenile Probation
Juvenile Probation Department Fiscal Designee	Juvenile Probation
Juvenile Detention & Rehabilitation Department Administrator/ Designee	Juvenile Detention & Rehabilitation

Date Request Discussed with Human Services Director:

[Redacted]

CYS Program Approval: [Signature]

Date: 02.26.2024

CYS Fiscal Approval: _____

Date: _____

JPO Program Approval: Danielle A. DiMatteo

Date: 2/14/2024

JPO Fiscal Approval: Daniel Burke

Date: 2/14/2024

Juvenile Detention Program Approval: _____

Date: _____

Juvenile Detention Fiscal Approval: [Signature]

Date: 2/26/2024

CFO Approval: [Signature]

Date: 2.26.24

Human Services Director: [Signature]

Date: 2/26/24



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Phalina Sim, Human Services

ITEM TYPE: Grant

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval to accept \$1,566,879 in reinvestment funding from the Office of Mental Health and Substance Abuse. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: N/A*

ESTIMATED/ACTUAL COST OF REQUEST: \$1,566,879

FUNDING SOURCE: Grant

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: Please see attached supporting Documents.

ATTACHMENTS:

- [Full Care Community Residential Rehabilitation for Reentry Summary Page](#)
- [Full Care Community Residential Rehabilitation for Reentry Reinvestment Plans.pdf](#)

Delaware County Human Services Request to Accept Funding/Grant

Program Office: HealthChoices

Grant/Funding Title: Full Care Community Residential Rehabilitation for Reentry

Funding Entity: The Pennsylvania Department of Human Services Office of Mental Health and Substance Abuse Services

Amount of Funding/Grant: \$1,566,879

Effective Dates of Funding/Grant: 1/01/2024 – 12/31/2025

Funding Type:

Federal Funding Source(s):		Amount:	
State Funding Source(s):		Amount:	
Other Funding Source(s):	HealthChoices Reinvestment	Amount:	\$1,566,879
County Funding:		Amount:	

Statement Summarizing Funding/Grant Acceptance:

The Department of Human Services, HealthChoices requests permission to accept \$1,566,879 in reinvestment funding from the Office of Mental Health and Substance Abuse Services for Full Care Community Residential Rehabilitation Reentry. Subject to Solicitor’s approval.

Specifics of Funding/Grant:

The Full Care Community Residential Rehabilitation program will house twelve Medical Assistance eligible, Delaware County residents, and will prioritize individuals who are unable to pass property management criminal background checks to increase activities of daily living skills and improve treatment outcomes.

Date Council Approved Request to Apply for Funding:

11/15/2023

Program Need for Services:

Delaware County HealthChoices members involved with the criminal justice system often struggle with getting their housing needs met due to stricter background checks required by property management. Individuals with a forensic background are ten times more likely to experience homelessness and have poorer health outcomes. The Full Care Community Residential Rehabilitation for Reentry reinvestment plan is designed to meet not only the housing needs but to also address daily living skills to sustain and maintain a higher quality of life, reduce recidivism, and adhere to treatment goals.

Date Request Discussed with Human Services Director:

02/14/2024

Program Approval: 


Date: 02/14/2024

Fiscal Approval: 

Date: 2-14-24

CFO Approval: 

Date: 2-14-2024

Human Services Director: 

Date: 02-14-2024



December 1, 2023

Ms. Janet Dreitlein
Behavioral Health Administrator
Delaware County Office of Behavioral Health
20 S. 69th Street
Upper Darby, Pennsylvania 19082

Dear Ms. Dreitlein:

The Delaware County HealthChoices reinvestment plans initially submitted August 9, 2023 for funds generated during contract year 2021 have been approved. Acceptance of the following initiative was confirmed on October 26, 2023.

Type of Service	In-Plan Start-up, Supplemental, or Non-Medical	Budget Amount	Contract Expenditure Years
Funds Generated 2021			
Priority 1 Full Care Community Residential Rehabilitation for Reentry	Non-Medical only	\$1,566,879	2023-2025
Priority 5 Warm Line Expansion	Non-Medical only	\$122,408	2023-2024

HealthChoices reinvestment funds need to be kept in a separate, restricted bank account and statements for the account must be submitted to the Department each month. Funds must be deposited no later than 30 days after the date of this approval. An annual report on the use of reinvestment funds during 2023 will be due on January 31, 2024.

Reinvestment plans should be implemented in accordance with the approved timeframes. Any delay in implementing the plan should be communicated to OMHSAS. The monitoring of HealthChoices reinvestment funds will be discussed during monthly HealthChoices monitoring meetings. However, if you have questions or concerns that require immediate attention, please contact Mr. Scott Ashenfelter, Community Program Manager.

Sincerely,

Jason de Manincor, MSW, LSW
Director, Division of Eastern Operations

c: file:

Mr. Brumbach
Ms. Butsch
Ms. Spack
Mr. Ashenfelter
Mr. Anstey
RA-PWBFMAREINVEST@pa.gov



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Phalina Sim, Human Services

ITEM TYPE: Grant

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval to accept \$122,408 in reinvestment funding from the Office of Mental Health and Substance Abuse. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: N/A*

ESTIMATED/ACTUAL COST OF REQUEST: \$122,408

FUNDING SOURCE: Grant

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: Please see attached supporting documents.

ATTACHMENTS:

[Warm Line Expansion Summary Page.pdf](#)

[Warm Line Expansion Reinvestment Plans.pdf](#)

Delaware County Human Services Request to Accept Funding/Grant

Program Office: HealthChoices

Grant/Funding Title: Warm Line Expansion

Funding Entity: The Pennsylvania Department of Human Services
Office of Mental Health and Substance Abuse Services

Amount of Funding/Grant: \$122,408

Effective Dates of Funding/Grant: 01/01/2024 – 12/31/2024

Funding Type:

Federal Funding Source(s):		Amount:	
State Funding Source(s):		Amount:	
Other Funding Source(s):	HealthChoices Reinvestment	Amount:	\$122,408
County Funding:		Amount:	

Statement Summarizing Funding/Grant Acceptance:

The Department of Human Services, HealthChoices requests permission to accept \$122,408 in reinvestment funding from the Office of Mental Health and Substance Abuse Services for Warm Line Expansion. Subject to Solicitor's approval.

Specifics of Funding/Grant:

The expansion of the current Peer-Run Warm Line will increase access and availability of the current service which is designed for a Delaware County population of all ages. The service will target individuals who need to talk to someone. The Warm Line currently runs Monday through Friday from 6:00 PM to 12:00 AM and Saturday and Sunday from 1:00 PM to 11:00 PM. The acceptance of these grant funds will allow the program to expand to 12:00 PM through 12:00 AM Monday through Friday and 9:00 AM to 11:00 PM on Saturday and Sunday.

Date Council Approved Request to Apply for Funding: 11/02/2022

Program Need for Services:

The approved funds will be used to hire two additional staff to increase the hours of operation and address the needs of residents who just need to talk to someone. Increased staffing will ensure that residents are met with a warm and recovery-oriented manner, and the ability to increase natural support and community resources.

Date Request Discussed with Human Services Director: 02/14/2024

Program Approval: _____

Date: 02/14/2024

Fiscal Approval: _____

Date: 2-14-24

CFO Approval: _____

Date: 02/14/2024

Human Services Director: _____

Date: 02/14/2024



December 1, 2023

Ms. Janet Dreitlein
 Behavioral Health Administrator
 Delaware County Office of Behavioral Health
 20 S. 69th Street
 Upper Darby, Pennsylvania 19082

Dear Ms. Dreitlein:

The Delaware County HealthChoices reinvestment plans initially submitted August 9, 2023 for funds generated during contract year 2021 have been approved. Acceptance of the following initiative was confirmed on October 26, 2023.

Type of Service	In-Plan Start-up, Supplemental, or Non-Medical	Budget Amount	Contract Expenditure Years
Funds Generated 2021			
Priority 1 Full Care Community Residential Rehabilitation for Reentry	Non-Medical only	\$1,566,879	2023-2025
Priority 5 Warm Line Expansion	Non-Medical only	\$122,408	2023-2024

HealthChoices reinvestment funds need to be kept in a separate, restricted bank account and statements for the account must be submitted to the Department each month. Funds must be deposited no later than 30 days after the date of this approval. An annual report on the use of reinvestment funds during 2023 will be due on January 31, 2024.

Reinvestment plans should be implemented in accordance with the approved timeframes. Any delay in implementing the plan should be communicated to OMHSAS. The monitoring of HealthChoices reinvestment funds will be discussed during monthly HealthChoices monitoring meetings. However, if you have questions or concerns that require immediate attention, please contact Mr. Scott Ashenfelter, Community Program Manager.

Sincerely,

Jason de Manincor, MSW, LSW
 Director, Division of Eastern Operations

c: file:

Mr. Brumbach
 Ms. Butsch
 Ms. Spack
 Mr. Ashenfelter
 Mr. Anstey
 RA-PWBFMAREINVEST@pa.gov



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Phalina Sim, Human Services

ITEM TYPE: Amendment

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval to amend #MH 28/23 with CareLink Community Support Services of Pennsylvania. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 1024-xxxx-631000

ESTIMATED/ACTUAL COST OF REQUEST: Residential - N/A; Non-Residential - \$382,086

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: Please see attached supporting documents.

ATTACHMENTS:

- [Carelink Community Support Services of Pennsylvania #MH 28/23 Summary Page](#)
- [Carelink Community Support Services of Pennsylvania #MH 28/23 Current Z Page](#)
- [Carelink Community Support Services of Pennsylvania #MH 28/23 Revised Z Page](#)

Amendment Statement:

Human Services, Mental Health requests permission to amend Contract #MH 28/23 with Carelink Community Support Services of Pennsylvania to increase residential service per diems. Subject to Solicitor's approval.

Amendment Request:

This request to amend Contract #MH 28/23 is to increase per diem rates outlined on the attached for the 2023/2024 fiscal year. The provider has requested the increase in rates for services already provided through the Mental Health program office and the Human Services Department's program and fiscal have reviewed the provider's request and budget and feel that the request is reasonable and aligns with current market conditions. The increase will allow the agency to increase the starting base rate for Residential Counselors to \$16.00 and to increase all other direct program staff salaries as well accordingly.

Program Need for Requested Service:

Care Link has been providing services to Delaware County individuals with serious and persistent mental health diagnoses for many years. The agency provides a stable environment where individuals can work on their recovery, as well as vocational, peer and housing assistance services.

Was a Request for Proposal Issued? Yes No Date:

Number of Proposals received:

Summary of Request for Proposal Process:

N/A

Rationale for Choosing Current Provider versus Issuing a Request for Proposal:

Plan to issue Request for Proposal or rationale if not planning on issuing one:

The Department of Human Services does not plan to issue a request for proposal for this service at this time.

Metrics utilized to evaluate provider and results of last assessment:

For Residential Services, the metrics include the following:

1. A homelike, non-institutional environment providing maximum opportunity to learn the skills necessary for more independent living. Met (X) Not Met ()
2. A residential setting providing each client with maximum possible autonomy, independence, and self-determination. Met (X) Not Met ()
3. A program which constantly strives to enable clients to move to less restrictive living settings. Met(X) Not Met ()
4. Responsible staff to support and assist the client as needed in his movement to independence. Met (X) Not Met ()
5. Well-developed cooperative efforts with other agencies in the service delivery system to ensure coordinated, continuous, and effective services for the rehabilitation of clients. Met (X) Not Met ()

Vocational Outcomes:

	Age		Gender				Race/Ethnicity				
	Under 21	21-65	Male	Female	Trans gender	Non-Binary	African American	Asian	White	Two or more races	Hispanic
Carelink	3	29	22	10	0	0	13	0	19	0	0
Merakey	4	26	16	14	0	0	6	0	24	0	0
Total	7	55	38	24	0	0	19	0	43	0	0

	Census	Work Status			Wages		Benefits
		FTE	PTE	Seeking employment/not working	Lowest	Highest	
Carelink	32	2	9	21	7.25	10.75	1
Merakey	30	0	6	24	9.00	13.00	2
Total	62	2	15	45	16.25	23.75	3

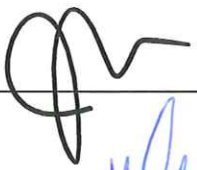
For programs funded through HealthChoices, the Behavioral Health Managed Care Organization reviews programs. Mental Health Quality Improvement receives all assessments and reviews for any issues, or need for additional information

1. Customer satisfaction
2. Appropriate billing per Medical Assistance regulations
3. Clinically appropriate provision of services
4. Medical necessity
5. Adherence to regulations for the service
6. Staff are trained to provide services outlined

Adherence to the Program Standards and Requirements for HealthChoices

Date Request Discussed with Human Services Director:

02/14/2025

Program Approval:  _____

Date: 11/28/23

Fiscal Approval:  _____

Date: 2-20-24

CFO Approval:  _____

Date: 2.16.24

Human Services Director:  _____

Date: 2-20-2024

CareLink	Current Rate	Asking Rate
Psych Rehab - Mobile	\$ 11,170.67	\$ 13,021.42
Folcroft	\$ 307.30	\$ 341.70
Jefferson CRR	\$ 213.98	\$ 245.63
Providence Road SPCH	\$ 505.88	\$ 568.22
Crum Lynne CRR	\$ 157.08	\$ 230.69
Torrey House SPCH	\$ 287.39	\$ 361.46
Transition Age Scattered	\$ 356.54	\$ 386.48
Administrative Case Mgmt Assessor	\$ 6,535.50	\$ 7,649.25
Fac Based Vocation Rehab	\$ 10,465.67	\$ 12,441.08

DELAWARE COUNTY HUMAN SERVICES
 BUDGET INFORMATION FOR CONTRACT Z PAGE - COUNTY PROGRAM OFFICE
 MH 28/23

Total Contract: 382,086

Agency:	Unit Value:	Cost Center:	Funding Type:	N/A Contract?	Total Cost:
Carelink Community Support Services	15 Minutes	3.24	FFS	No	\$ 15,000
June 30, 2024					
Mental Health	15 Minutes	3.24	FFS	No	\$ 28,448
Psychiatric Rehabilitation - Site Based	Day	3.22	FFS	Yes	NA
Psychiatric Rehabilitation - Mobile	Day	3.16	FFS	Yes	NA
Lansdowne Supportive Housing (Residential)	Day	3.16	FFS	Yes	NA
Folcroft (Residential)	Day	3.16	FFS	Yes	NA
Jefferson CRR (Residential)	Day	3.16	FFS	Yes	NA
Providence Road SPCH (Residential)	Day	3.16	FFS	Yes	NA
Crum Lynne CRR (Residential)	Day	3.16	FFS	Yes	NA
Torrey House SPCH (Residential)	Day	3.16	FFS	Yes	NA
Transition Age Scattered (Residential)	TBD		FFS	Yes	NA
Transition Age Site (Residential)	TBD		FFS	Yes	NA
SLS (Residential)	15 Minute	3.20	FFS	No	\$ 65,000
New SLS (Residential)	15 Minute	3.27	FFS	No	\$ 25,768
Administrative Case Management/Assessor			Prog Funded	No	\$ 75,000.00
Certified Peer Specialist	15 Minute	3.12	Modified FFS	No	\$ 172,869.00
Housing Navigator				No	\$ 20,000.00
Vocational - Community Employment				No	
CRS Rental Assistance				No	
STAR - Specialized Treatment and Rehabilitation				No	

DELAWARE COUNTY HUMAN SERVICES
 BUDGET INFORMATION FOR CONTRACT REQUEST

Agency:	Carelink Community Support Services of Pennsylvania
Fiscal Year Ending:	June 30 2024
Federal Identification Number:	23-1573806
DUNS Number:	136768306
Primary Contact Name:	James Mickey
Primary Contact Email:	jmickey@carelinkservices.org
Primary Contact Phone:	610-874.1119 ext.612
Secondary Contact Name:	Jim Kyle
Secondary Contact Email:	jkyle@carelinkservices.org
Secondary Contact Phone:	610-874.1119 ext.611
Agency Address:	106 Chesley Drive, Media, PA 19063
Have you been approved in past years to spend over 10% on admin costs?	No
Have you provided a letter this year to request spending over 10% on admin costs?	
Has your organization filled out a budget packet in the last 3 years?	Yes
If you answered "No" to the above question, when was the last time your organization filled out a budget packet?	

APPENDIX

BUDGET

REVISED

REPORT OF EXPENDITURES BY TOTAL AGENCY

AGENCY: Carelink Community Support Services of Pennsylvania

FISCAL YEAR ENDING: June 30 2024

	TOTAL AGENCY	MENTAL HEALTH	INTELLECTUAL DISABILITIES	DRUG AND ALCOHOL	EARLY INTERVENTION	ADULT SERVICES	CHILDREN AND YOUTH	REINVESTMENT	OTHER
I. EXPENDITURE ITEMS									
A. Personnel Services	18,100,168	4,865,943	-	-	-	-	-	-	13,234,225
1. Wages and Salaries	13,704,000	3,682,236	-	-	-	-	-	-	10,021,764
2. Employee Benefits	3,938,747	1,105,047	-	-	-	-	-	-	2,834,700
3. Miscellaneous Personnel	456,421	78,660	-	-	-	-	-	-	377,761
B. Operating Expenses	3,965,164	1,455,770	-	-	-	-	-	-	2,509,394
1. Occupancy	2,228,332	985,720	-	-	-	-	-	-	1,242,612
2. Communications	206,736	72,480	-	-	-	-	-	-	134,256
3. Program Supplies	699,388	209,690	-	-	-	-	-	-	489,698
4. Treatment & Supportive Supplies	73,251	19,360	-	-	-	-	-	-	53,891
5. Transportation	276,648	61,380	-	-	-	-	-	-	215,268
6. Purchased Treatment Services	-	-	-	-	-	-	-	-	-
7. Miscellaneous Operating Expenses (Identify below)	480,809	157,140	-	-	-	-	-	-	323,669
a. Staff Development	93,930	25,920	-	-	-	-	-	-	68,010
b. Events	16,617	5,880	-	-	-	-	-	-	10,737
c. Interest & Bank Charges	84,492	48,180	-	-	-	-	-	-	36,312
d. Insurance	285,770	77,160	-	-	-	-	-	-	208,610
C. Equipment & Other Fixed Assets	1,470,755	218,160	-	-	-	-	-	-	1,252,595
1. Purchase of Fixed Assets	559,519	16,200	-	-	-	-	-	-	543,319
2. Repairs & Improvement of Fixed Assets	911,236	201,960	-	-	-	-	-	-	709,276
II. PROGRAM COSTS (Sum of A, B and C)	23,536,087	6,539,673	-	-	-	-	-	-	16,996,214
III. ADMINISTRATIVE COSTS	2,504,370	635,201	-	-	-	-	-	-	1,869,169
IV. PROGRAM & ADMINISTRATIVE COSTS (Sum of II and III)	26,040,457	7,175,074	-	-	-	-	-	-	18,865,383
V. RETAINED EARNINGS (Maximum 3% of IV)	520,808	143,500	-	-	-	-	-	-	377,308
VI. TOTAL COSTS (Sum of IV and V)	26,561,265	7,318,574	-	-	-	-	-	-	19,242,691
VII. REVENUE	1,421,068	551,200	-	-	-	-	-	-	869,868
ADJUSTMENT BY COUNTY									
VIII. TOTAL COUNTY COSTS ELIGIBLE (VI LESS VII)	25,140,197	6,767,374	-	-	-	-	-	-	18,372,823

APPENDIX

ADMINISTRATIVE COSTS PRORATION SPREAD BY AGENCY

AGENCY: Catalink Community Support Services of Pennsylvania
 FISCAL YEAR ENDING: June 30 2024

	TOTAL AGENCY	MENTAL HEALTH	INTELLECTUAL DISABILITIES	DRUG AND ALCOHOL	EARLY INTERVENTION	ADULT SERVICES	CHILDREN AND YOUTH	REINVESTMENT	OTHER
I. EXPENDITURE ITEMS									
A. Personnel Services	2,142,270	562,515	-	-	-	-	-	-	1,579,755
1. Wages and Salaries	1,483,643	400,302	-	-	-	-	-	-	1,083,341
2. Employee Benefits	542,299	153,979	-	-	-	-	-	-	388,320
3. Miscellaneous Personnel	116,328	8,234	-	-	-	-	-	-	108,094
B. Operating Expenses	292,926	70,692	-	-	-	-	-	-	222,234
1. Occupancy	120,600	16,068	-	-	-	-	-	-	104,532
2. Communications	82,704	21,134	-	-	-	-	-	-	61,570
3. Administrative Supplies	24,516	14,094	-	-	-	-	-	-	10,422
4. Transportation	3,354	889	-	-	-	-	-	-	2,465
5. Miscellaneous Operating Expenses (Identify below)	61,752	18,507	-	-	-	-	-	-	43,245
a. Staff Development	50,376	12,647	-	-	-	-	-	-	37,729
b. Insurance	6,384	4,571	-	-	-	-	-	-	1,813
Interest Expense & Bank Fees	4,992	1,289	-	-	-	-	-	-	3,703
d.									
e.									
f.									
C. Equipment & Other Fixed Assets	69,174	1,994	-	-	-	-	-	-	67,180
1. Purchase of Fixed Assets	63,138	-	-	-	-	-	-	-	63,138
2. Repairs & Improvement of Fixed Assets	6,036	1,994	-	-	-	-	-	-	4,042
D. AGENCY INDIRECT ADMINISTRATIVE EXPENSES									
E. TOTAL ADMINISTRATIVE EXPENSES (A&B&C&D)	2,504,370	635,201	-	-	-	-	-	-	1,869,169
F. ADMINISTRATIVE REVENUE									
G. TOTAL ADMINISTRATION (E-F)	2,504,370	635,201	-	-	-	-	-	-	1,869,169

SCHEDULE OF EQUIPMENT PURCHASES BY TOTAL AGENCY

AGENCY: Carelink Community Support Services of Pennsylvania

FISCAL YEAR ENDING: June 30 2024

DESCRIPTION OF ITEM	QUANTITY	DATE OF ACQUISITION	PER ITEM COST	TOTAL COST	AMOUNT ELIGIBLE FOR DHS PARTICIPATION	COUNTY PROGRAM	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	COST CENTER (IF APPLICABLE)
Building exterior improvements	1	9/1/23	\$ 16,200.00	\$ 16,200.00	\$ 16,200.00	Mental Health	16200		
				\$ -					
				\$ -					
				\$ -					
				\$ -					
TOTAL				\$ 16,200.00	\$ 16,200.00		\$ 16,200.00	\$ -	

TOTAL BY COUNTY PROGRAM	Total Cost	Total Eligible for DHS Participation	Total Charged as Direct Cost	Total Charged as Administrative Cost
Mental Health	\$ 16,200	\$ 16,200	\$ 16,200	\$ -
Intellectual Disabilities	\$ -	\$ -	\$ -	\$ -
Drug and Alcohol	\$ -	\$ -	\$ -	\$ -
Early Intervention	\$ -	\$ -	\$ -	\$ -
Adult Services	\$ -	\$ -	\$ -	\$ -
Children and Youth	\$ -	\$ -	\$ -	\$ -

SCHEDULE OF FIXED ASSETS BY TOTAL AGENCY

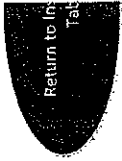
AGENCY: Carelink Community Support Services of Pennsylvania

FISCAL YEAR ENDING: June 30 2024

DESCRIPTION OF ITEM	QUANTITY	IDENTIFICATION NUMBER	DATE OF ACQUISITION	TOTAL COST	COUNTY PROGRAM	AGENCY PROGRAM	DATE OF DISPOSAL	INCOME FROM DISPOSAL
1000-Moderate Care - 140 South Lansdowne Ave, Lansdowne	1	Land	7/26/74	\$ 14,195.00	Mental Health	Lansdowne Supportive Housing		
1200-Jefferson - 437 West Jefferson Street, Media	1	Land	6/24/97	\$ 35,000.00	Mental Health	Jefferson CRR		
1300-Charmont - 409 Charmont Avenue, Folcroft	1	Land	9/16/99	\$ 13,500.00	Mental Health	Folcroft		
1400-Transition Age - 18-20 South Sycamore Street, Clifton Heights	1	Land	1/5/06	\$ 36,600.00	Mental Health	Transition Age Site		
1600 - 338 Hollis Avenue, Crum Lynne	1	Land	1/23/89	\$ 19,000.00	Mental Health	Crum Lynne CRR		
1700-Providence - 920 South Providence Road, Wallingford	1	Land	6/9/00	\$ 27,500.00	Mental Health	Crum Lynne CRR		
1900 - Moderate Care		Building	7/26/74	\$ 236,261.00	Mental Health	Lansdowne Supportive Housing		
2100 - Jefferson		Building	6/24/97	\$ 322,126.22	Mental Health	Jefferson CRR		
2300 - Charmont		Building	9/16/99	\$ 124,150.00	Mental Health	Folcroft		
2400 - Transitional Age		Building	1/5/06	\$ 329,400.00	Mental Health	Transition Age Site		
1800 - Crum Lynne		Building	1/23/89	\$ 171,000.00	Mental Health	Crum Lynne CRR		
1600 - Crum Lynne		Building	1/23/89	\$ 111,127.00	Mental Health	Crum Lynne CRR		
1700 - Providence		Building	6/9/00	\$ 252,218.00	Mental Health	Providence Road SPCH		
1000 - Mod Care	Various	Property Improvement	Various	\$ 19,123.00	Mental Health	Lansdowne Supportive Housing		
0200 - Jefferson	Various	Property Improvement	Various	\$ 12,421.00	Mental Health	Jefferson CRR		
0300 - Charmont	Various	Property Improvement	Various	\$ 25,516.00	Mental Health	Folcroft		
0400 - Transition Age	Various	Property Improvement	Various	\$ 15,272.00	Mental Health	Transition Age Site		
0500 - Crum Lynne	Various	Property Improvement	Various	\$ 18,147.00	Mental Health	Crum Lynne CRR		
0600 - Providence	Various	Property Improvement	Various	\$ 27,459.00	Mental Health	Providence Road SPCH		
1800 - Torrey House	Various	Property Improvement	Various	\$ 44,127.00	Mental Health	Torrey House SPCH		
1300 - Charmont	1	Van	2/2/16	\$ 7,920.00	Mental Health	Folcroft		
1400 - Transition Age	1	Van	2/1/17	\$ 10,467.00	Mental Health	Transition Age Site		
TOTAL				\$ 1,872,531.00				

TOTAL BY COUNTY PROGRAM	Total Cost	Total Income From Disposal
Mental Health	\$ 1,872,531	\$ -
Intellectual Disabilities	\$ -	\$ -
Drug and Alcohol	\$ -	\$ -
Early Intervention	\$ -	\$ -
Adult Services	\$ -	\$ -
Children and Youth	\$ -	\$ -

REPORT OF REVENUE BY TOTAL AGENCY



AGENCY: Caralink Community Support Services of Pennsylvania

FISCAL YEAR ENDING: June 30 2024

	TOTAL AGENCY	MENTAL HEALTH	INTELLECTUAL DISABILITIES	DRUG AND ALCOHOL	EARLY INTERVENTION	ADULT SERVICES	CHILDREN AND YOUTH	REINVESTMENT	OTHER
REVENUE SOURCES									
Program Service Fees	\$ 1,329,036	\$ 459,168							\$ 869,868
Private Insurance									
Room and Board									
Medical Assistance									
Medicaid HMO									
EPSDT									
Interest									
Other (Please Identify)	\$ 92,032	\$ 92,032							
Managed Care	\$ 92,032	\$ 92,032							
TOTAL	\$ 1,421,068	\$ 551,200	\$	\$	\$	\$	\$	\$	\$ 869,868

APPENDIX Z / BUDGET

ROSTER OF PERSONNEL BY TOTAL AGENCY

AGENCY: Carelink Community Support Services of Pennsylvania

FISCAL YEAR ENDING: June 30 2024

EMPLOYEE NAME	COUNTY DEFINITION POSITION CLASSIFICATION	GRADE LEVEL	TOTAL ANNUAL COUNTY APPROVED SALARY	ACTUAL ANNUAL SALARY	TOTAL HOURS PER WEEK AT AGENCY	COUNTY PROGRAM IDENTIFIED	TOTAL DIRECT & INDIRECT SALARY FOR COUNTY PROGRAM IDENTIFIED	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	TOTAL DIRECT & INDIRECT HOURS PER WEEK FOR COUNTY PROGRAM IDENTIFIED	TOTAL HOURS PER WEEK CHARGED AS DIRECT COST	TOTAL HOURS PER WEEK CHARGED AS ADMINISTRATIVE COST
Cherrillo Rochester	Housing Navigator		44,430	44,430	40	Mental Health	44,430	44,430		40	40	
Julie Locke	Supported Housing Counselor		47,166	47,166	40	Mental Health	47,166	47,166		40	40	
Takisha Paulino	Supported Housing Counselor		41,195	41,195	40	Mental Health	41,195	41,195		40	40	
Amber Yong	Program Manager		59,407	59,407	37.5	Mental Health	59,407	59,407		37.5	37.5	
Sarah Zielke	Program Director		73,090	73,090	37.5	Mental Health	73,090	73,090		37.5	37.5	
Vacant	Career Specialist-Deblo		46,769	46,769	40	Mental Health	46,769	46,769		40	40	
Corey Abbott	Program Director		57,374	57,374	37.5	Mental Health	57,374	57,374		37.5	37.5	
Aaron Hill	Residential Counselor		36,978	36,978	40	Mental Health	36,978	36,978		40	40	
Vacant	Residential Counselor		38,963	38,963	40	Mental Health	38,963	38,963		40	40	
Fadma Mansaray	Residential Counselor		39,126	39,126	40	Mental Health	39,126	39,126		40	40	
Vacant	Residential Counselor		38,442	38,442	40	Mental Health	38,442	38,442		40	40	
Yvonne Duffin	Residential Counselor		6,893	6,893	8	Mental Health	6,893	6,893		8	8	
Muhammad Usman	Residential Counselor		35,765	35,765	40	Mental Health	35,765	35,765		40	40	
Muhammad Usman	Residential Counselor		46,561	46,561	40	Mental Health	46,561	46,561		40	40	
Muhammad Usman	Residential Counselor		31,074	31,074	32	Mental Health	31,074	31,074		32	32	
Vacant	Regional Director		112,535	112,535	6.25	Mental Health	112,535	112,535		6.25	6.25	
Vacant	Regional Director		40,770	40,770		Mental Health	40,770	40,770				
Vacant	Program Supervisor		52,199	52,199	37.5	Mental Health	52,199	52,199		37.5	37.5	
Vacant	Program Supervisor		35,538	35,538	40	Mental Health	35,538	35,538		40	40	
Vacant	Residential Counselor		37,296	37,296	40	Mental Health	37,296	37,296		40	40	
Vacant	Residential Counselor		37,105	37,105	40	Mental Health	37,105	37,105		40	40	
Vacant	Residential Counselor		35,868	35,868	40	Mental Health	35,868	35,868		40	40	
Vacant	Residential Counselor		7,439	7,439	8	Mental Health	7,439	7,439		8	8	
Vacant	Residential Counselor		34,619	34,619	40	Mental Health	34,619	34,619		40	40	
Vacant	Residential Counselor		37,189	37,189	40	Mental Health	37,189	37,189		40	40	
Vacant	PRN Residential Counselor		30,366	30,366	32	Mental Health	30,366	30,366		32	32	
Vacant	Regional Director		112,535	112,535	6.25	Mental Health	112,535	112,535		6.25	6.25	
Vacant	Regional Director		45,953	45,953		Mental Health	45,953	45,953				
Vacant	Program Supervisor		36,791	36,791	40	Mental Health	36,791	36,791		40	40	
Vacant	Program Supervisor II		48,999	48,999	37.5	Mental Health	48,999	48,999		37.5	37.5	
Vacant	Residential Counselor		35,136	35,136	40	Mental Health	35,136	35,136		40	40	
Vacant	Residential Counselor		37,483	37,483	40	Mental Health	37,483	37,483		40	40	
Vacant	Residential Counselor		37,392	37,392	40	Mental Health	37,392	37,392		40	40	
Vacant	Residential Counselor		35,371	35,371	40	Mental Health	35,371	35,371		40	40	
Vacant	Residential Counselor		35,184	35,184	40	Mental Health	35,184	35,184		40	40	
Vacant	Residential Counselor		45,643	45,643	40	Mental Health	45,643	45,643		40	40	
Vacant	Residential Counselor		37,853	37,853	40	Mental Health	37,853	37,853		40	40	
Vacant	Community Integration Spec.		14,580	14,580	16	Mental Health	14,580	14,580		16	16	
Vacant	PRN Residential Counselor		15,977	15,977	16	Mental Health	15,977	15,977		16	16	
Vacant	PRN Residential Counselor		22,314	22,314	24	Mental Health	22,314	22,314		24	24	
Vacant	Regional Director		112,535	112,535	6.25	Mental Health	112,535	112,535		6.25	6.25	
Vacant	Regional Director		48,948	48,948		Mental Health	48,948	48,948				
Vacant	Mobile PSCH Rehab S		38,629	38,629	37.5	Mental Health	38,629	38,629		37.5	37.5	
Vacant	Recovery Specialist		45,690	45,690	40	Mental Health	45,690	45,690		40	40	
Vacant	Program Director		73,090	73,090	37.5	Mental Health	73,090	73,090		37.5	37.5	
Vacant	Residential Counselor		36,047	36,047	40	Mental Health	36,047	36,047		40	40	
Vacant	Residential Counselor		35,753	35,753	40	Mental Health	35,753	35,753		40	40	
Vacant	Residential Counselor		7,002	7,002	8	Mental Health	7,002	7,002		8	8	
Vacant	Residential Counselor		40,141	40,141	40	Mental Health	40,141	40,141		40	40	
Vacant	Residential Counselor		35,359	35,359	40	Mental Health	35,359	35,359		40	40	
Vacant	Residential Counselor		36,775	36,775	40	Mental Health	36,775	36,775		40	40	
Vacant	Program Supervisor		50,814	50,814	37.5	Mental Health	50,814	50,814		37.5	37.5	

ROSTER OF PERSONNEL BY TOTAL AGENCY

AGENCY: Carelink Community Support Services of Pennsylvania

FISCAL YEAR ENDING: June 30 2024

EMPLOYEE NAME	COUNTY DEFINITION POSITION CLASSIFICATION	GRADE LEVEL	TOTAL ANNUAL COUNTY APPROVED SALARY	ACTUAL ANNUAL SALARY	TOTAL ANNUAL HOURS PER WEEK AT AGENCY	COUNTY PROGRAM	TOTAL DIRECT & INDIRECT SALARY FOR COUNTY PROGRAM IDENTIFIED	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	TOTAL DIRECT & INDIRECT HOURS PER WEEK FOR COUNTY PROGRAM IDENTIFIED	TOTAL HOURS PER WEEK CHARGED AS DIRECT COST	TOTAL HOURS PER WEEK CHARGED AS ADMINISTRATIVE COST
Abdul Kamara	PRN Residential Counselor		37,045	37,045	40	Mental Health	37,045	37,045		40	40	
Emmanuel Browne	Residential Counselor		35,382	35,382	40	Mental Health	35,382	35,382		40	40	
Cystal Taylor	Asst. Program Supervisor		41,143	41,143	37.5	Mental Health	41,143	41,143		37.5	37.5	
Vacant	PRN Residential Counselor		14,819	14,819	16	Mental Health	14,819	14,819		16	16	
Vacant	PRN Residential Counselor		29,670	29,670	32	Mental Health	29,670	29,670		32	32	
Robert Colomeda	Regional Director		112,535	112,535	6.25	Mental Health	112,535	112,535		6.25	6.25	
Direct Program Staff	Paid Time Off		54,017	54,017		Mental Health	54,017	54,017				
Palina Newman	Asst. Program Supervisor		43,260	43,260	37.5	Mental Health	43,260	43,260		37.5	37.5	
Eric Abbey	Residential Counselor		35,311	35,311	40	Mental Health	35,311	35,311		40	40	
Phillip Peal	Residential Counselor		37,229	37,229	40	Mental Health	37,229	37,229		40	40	
Anthony Williams	Residential Counselor		36,270	36,270	40	Mental Health	36,270	36,270		40	40	
Walter Scott	Residential Counselor		37,229	37,229	40	Mental Health	37,229	37,229		40	40	
Michael Collins	Residential Counselor		33,409	33,409	40	Mental Health	33,409	33,409		40	40	
Michael Mackey	Residential Counselor		44,059	44,059	40	Mental Health	44,059	44,059		40	40	
Cherrick Kai Banya	Shift Supervisor		34,201	34,201	40	Mental Health	34,201	34,201		40	40	
Lemeth Williams	Residential Counselor		34,181	34,181	40	Mental Health	34,181	34,181		40	40	
Syber Wilson	Residential Counselor		37,439	37,439	40	Mental Health	37,439	37,439		40	40	
Vacant	Residential Counselor		37,189	37,189	40	Mental Health	37,189	37,189		40	40	
Raymond Snow	Program Supervisor		54,355	54,355	37.5	Mental Health	54,355	54,355		37.5	37.5	
Nicholas Cooper	PRN Residential Counselor		29,785	29,785	32	Mental Health	29,785	29,785		32	32	
Janice Moon	PRN Residential Counselor		18,205	18,205	16	Mental Health	18,205	18,205		16	16	
Robert Colomeda	Regional Director		112,535	112,535	6.25	Mental Health	112,535	112,535		6.25	6.25	
Direct Program Staff	Paid Time Off		74,540	74,540		Mental Health	74,540	74,540				
Thomas Meehan	Maintenance Worker		40,921	40,921	40	Mental Health	40,921	40,921		40	40	
Chorace Iale	RC Relief Shift		43,889	43,889	40	Mental Health	43,889	43,889		40	40	
Residential Counselor	Residential Counselor		34,619	34,619	40	Mental Health	34,619	34,619		40	40	
RC Relief Shift	RC Relief Shift		39,468	39,468	40	Mental Health	39,468	39,468		40	40	
Shift Supervisor	Shift Supervisor		45,977	45,977	40	Mental Health	45,977	45,977		40	40	
James Hanson	Shift Supervisor		43,889	43,889	40	Mental Health	43,889	43,889		40	40	
Jonathan Toomey	Shift Supervisor		43,164	43,164	40	Mental Health	43,164	43,164		40	40	
Cordelia Nurse	RC Relief Shift		35,478	35,478	40	Mental Health	35,478	35,478		40	40	
Ramatu'lai Kamara	Residential Counselor		35,538	35,538	40	Mental Health	35,538	35,538		40	40	
Senoueta Gray	Asst. Program Supervisor		45,312	45,312	40	Mental Health	45,312	45,312		40	40	
Tristan Duncan	Residential Counselor		38,609	38,609	40	Mental Health	38,609	38,609		40	40	
Edwens Calamy	Residential Counselor		37,710	37,710	40	Mental Health	37,710	37,710		40	40	
Sarah Abdelgaber	Assistant Regional D		85,799	85,799	37.5	Mental Health	85,799	85,799		37.5	37.5	
Christopher Swalew	Food Service Coordinator		36,540	36,540	40	Mental Health	36,540	36,540		40	40	
Shanora Hobcock	PRN Residential Counselor		28,429	28,429	32	Mental Health	28,429	28,429		32	32	
Agnes Turay-Gayae	PRN Residential Counselor		31,417	31,417	32	Mental Health	31,417	31,417		32	32	
Beaulica Hanson	PRN Residential Counselor		15,714	15,714	16	Mental Health	15,714	15,714		16	16	
Bockan Marsh	PRN Residential Counselor		14,875	14,875	16	Mental Health	14,875	14,875		16	16	
Hadeie Glapley	PRN Residential Counselor		14,875	14,875	16	Mental Health	14,875	14,875		16	16	
Sariba Abdelgaber	PRN Residential Counselor		14,875	14,875	16	Mental Health	14,875	14,875		16	16	
Riley Heltz	PRN Residential Counselor		14,875	14,875	16	Mental Health	14,875	14,875		16	16	
Vacant	PRN Residential Counselor		37,189	37,189	16	Mental Health	37,189	37,189		16	16	
Robert Colomeda	Regional Director		112,535	112,535	6.25	Mental Health	112,535	112,535		6.25	6.25	
Direct Program Staff	Paid Time Off		111,813	111,813		Mental Health	111,813	111,813				
Cheryl Starks	Assessor		55,350	55,350	37.5	Mental Health	55,350	55,350		37.5	37.5	
Admin Salary Cost						Mental Health			13,182			
Admin Salary Cost						Mental Health			29,206			
Admin Salary Cost						Mental Health			42,411			

ROSTER OF PERSONNEL BY TOTAL AGENCY

AGENCY: Carelink Community Support Services of Pennsylvania

FISCAL YEAR ENDING: June 30 2024

EMPLOYEE NAME	COUNTY DEFINITION POSITION CLASSIFICATION	GRADE LEVEL	TOTAL ANNUAL COUNTY APPROVED SALARY	ACTUAL ANNUAL SALARY	TOTAL HOURS PER WEEK AT AGENCY	COUNTY PROGRAM	TOTAL DIRECT & INDIRECT SALARY FOR COUNTY PROGRAM IDENTIFIED	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	TOTAL DIRECT & INDIRECT HOURS PER WEEK FOR COUNTY PROGRAM IDENTIFIED	TOTAL HOURS PER WEEK CHARGED AS DIRECT COST	TOTAL HOURS PER WEEK CHARGED AS ADMINISTRATIVE COST
Admin Salary Cost						Mental Health	37,705		37,705			
Admin Salary Cost						Mental Health	87,699		87,699			
Admin Salary Cost						Mental Health	48,056		48,056			
Admin Salary Cost						Mental Health	99,878		99,878			
Admin Salary Cost						Mental Health	42,956		42,956			
Admin Salary Cost						Mental Health	5,500		5,500			
Admin Salary Cost						Mental Health	6,503		6,503			
Admin Salary Cost						Mental Health	7,406		7,406			
Admin Salary Cost						Mental Health						
Admin Salary Cost						Mental Health						
Admin Salary Cost						Mental Health						
Admin Salary Cost						Mental Health						
Admin Salary Cost						Mental Health						
TOTAL			\$ 4,346,225.00	\$ 4,082,538.00			\$ 4,082,538.00	\$ 3,692,236.00	\$ 400,302.00	3106.25	3106.25	0

TOTAL BY COUNTY PROGRAM	Total Actual Salary Cost	Total Direct Salary	Total Administrative Salary
Mental Health	\$ 4,082,538	\$ 3,692,236	\$ 400,302
Intellectual Disabilities	-	-	-
Drug and Alcohol	-	-	-
Early Intervention	-	-	-
Adult Services	-	-	-
Children and Youth	-	-	-

DELAWARE COUNTY HUMAN SERVICES
 BUDGET INFORMATION FOR CONTRACT REQUEST - COUNTY PROGRAM OFFICE

Agency:	Provider Type:	Specialty Code:	Procedure Code:	Price Modifier:	Info Modifier:	Location Code:	Unit Value:	Cost Center:	Funding Type:	N/A Contract?
Carelink Community Support Services of Pennsylvania	11	123	H0036	HK		0030	15 Minutes	3.24	FFS	No
June 30 2024										
Mental Health										
Psychiatric Rehabilitation - Site Based	11	123	H0036			0030	15 Minutes	3.24	FFS	No
Psychiatric Rehabilitation - Mobile			TBD			TBD	Day	3.22	FFS	No
Lansdowns Supportive Housing			TZ048	HW		0048	Day	3.16	FFS	Yes
Felcroft	52	456	TZ048			0045	Day	3.16	FFS	Yes
Jefferson CRR	52	456	TZ048			0045	Day	3.16	FFS	Yes
Providence Road SPCH	52	456	TZ048			0045	Day	3.16	FFS	Yes
Crum Lynne CRR	52	456	TZ048			0036	Day	3.16	FFS	Yes
Torrey House SPCH	52	456	TZ018	HW			Day		FFS	No
Transition Age Scattered										
Transition Age Site	52	456	TZ048			0045	Day	3.16	FFS	Yes
STAR	52	456	TZ048			TBD	Day	3.16	FFS	No
SLS	TBD	TBD	TBD	TBD	TBD	TBD	TBD		FFS	No
New SLS	TBD	TBD	TBD	TBD	TBD	TBD	TBD		FFS	No
Administrative Case Management/Assessor	21	215	T1016	HX		0035	15 Minute	3.20	FFS	No
Certified Peer Specialist	11	076	H0038				15 Minute	3.27	FFS	No
Fee Based Vocational Rehabilitation	53	531	H2023	HX		0034	15 Minute	3.12	FFS	No
Housing Navigator									Prog Funded	No
Community Employment	53	531	H2023	HX		0034	15 Minutes	3.12	FFS	No
Community Residential Services Assistance										

Agency:

Carelink Community Support
Services of Pennsylvania

Fiscal Year Ending:

June 30 2024

County Program Office:

Mental Health

Agency Programs:

	Program Specific Budget Explanation
Psychiatric Rehabilitation - Site Based	
Psychiatric Rehabilitation - Mobile	Requesting additional funding to increase the starting base rate to \$16.00 for Residential Counselors based on current market conditions. All other direct program staff will be increased accordingly. Additional associated costs have increased for employee benefits and payroll taxes.
Lansdowne Supportive Housing	Requesting additional funding to increase the starting base rate to \$16.00 for Residential Counselors based on current market conditions. All other direct program staff will be increased accordingly. Additional associated costs have increased for employee benefits and payroll taxes.
Folcroft	Requesting additional funding to increase the starting base rate to \$16.00 for Residential Counselors based on current market conditions. All other direct program staff will be increased accordingly. Additional associated costs have increased for employee benefits and payroll taxes.

Agency:

Fiscal Year Ending:

County Program Office:

Carelink Community Support
Services of Pennsylvania

June 30 2024

Mental Health

Program Specific Budget Explanation

Requesting additional funding to increase the starting base rate to \$16.00 for Residential Counselors based on current market conditions. All other direct program staff will be increased accordingly. Additional associated costs have increased for employee benefits and payroll taxes.

Jefferson CRR

Requesting additional funding to increase the starting base rate to \$16.00 for Residential Counselors based on current market conditions. All other direct program staff will be increased accordingly. Additional associated costs have increased for employee benefits and payroll taxes.

Providence Road SPCH

Requesting additional funding to increase the starting base rate to \$16.00 for Residential Counselors based on current market conditions. All other direct program staff will be increased accordingly. Additional associated costs have increased for employee benefits and payroll taxes.

Crum Lynne CRR

Requesting additional funding to increase the starting base rate to \$16.00 for Residential Counselors based on current market conditions. All other direct program staff will be increased accordingly. Additional associated costs have increased for employee benefits and payroll taxes.

Torrey House SPCH

Agency:

Fiscal Year Ending:

County Program Office:

Carelink Community Support
Services of Pennsylvania

June 30 2024

Mental Health

Program Specific Budget Explanation

Requesting additional funding to increase the starting base rate to \$16.00 for Residential Counselors based on current market conditions. All other direct program staff will be increased accordingly. Additional associated costs have increased for employee benefits and payroll taxes.

Transition Age Scattered

Transition Age Site

STAR

SLS

Agency:

Carelink Community Support
Services of Pennsylvania

Fiscal Year Ending:

June 30 2024

County Program Office:

Mental Health

Program Specific Budget Explanation

New SLS

Requesting additional funding to increase the starting base rate to \$16.00 for Residential Counselors based on current market conditions. All other direct program staff will be increased accordingly. Additional associated costs have increased for employee benefits and payroll taxes.

Administrative Case
Management/Assessor

Certified Peer Specialist

Requesting additional funding to increase the starting base rate to \$16.00 for Residential Counselors based on current market conditions. All other direct program staff will be increased accordingly. Additional associated costs have increased for employee benefits and payroll taxes.

Fac Based Vocational
Rehabilitation

Agency:

Carelink Community Support
Services of Pennsylvania

Fiscal Year Ending:

June 30 2024

County Program Office:

Mental Health

Program Specific Budget Explanation

Housing Navigator

Community Employment

Community Residential
Services Assistance

REPORT OF EXPENDITURES BY COUNTY PROGRAM OFFICE

AGENCY:

Carelink Community Support Services of Pennsylvania

FISCAL YEAR ENDING:

June 30 2024

COUNTY PROGRAM OFFICE:

Mental Health

Agency Programs:

	TOTAL AGENCY FOR COUNTY PROGRAM	Psychiatric Rehabilitation - Site Based	Psychiatric Rehabilitation - Mobile	Lansdowne Supportive Housing	Folcroft	Jefferson CRR	Providence Road SPCH
Program Cost Center (if Applicable)							
I. EXPENDITURE ITEMS							
A. Personnel Services	4,865,943	-	161,684	301,619	491,857	442,119	800,943
1. Wages and Salaries	3,682,236	-	120,864	228,743	372,405	333,195	605,495
2. Employee Benefits	1,105,047	-	36,740	69,396	111,352	102,024	181,048
3. Miscellaneous Personnel	78,660	-	4,080	3,480	6,100	6,900	14,400
B. Operating Expenses	1,455,770	-	35,620	550,760	95,110	116,770	167,520
1. Occupancy	935,720	-	6,760	517,040	47,640	64,020	81,780
2. Communications	72,480	-	4,740	14,340	5,880	13,080	6,060
3. Program Supplies	209,690	-	5,380	5,460	20,700	17,940	34,980
4. Treatment & Supportive Supplies	19,360	-	720	3,120	1,890	2,130	1,920
5. Transportation	61,580	-	7,800	3,600	4,740	9,300	9,060
6. Purchased Treatment Services	157,140	-	8,220	7,200	14,460	12,300	33,720
7. Miscellaneous Operating Expenses (Identify below)	25,920	-	1,800	1,800	2,400	2,400	4,200
a. Staff Development	5,980	-	720	800	600	480	1,320
b. Events	48,180	-	1,500	1,200	3,300	2,700	14,400
c. Interest & Bank Charges	71,160	-	4,200	3,600	8,160	6,720	13,800
d. Insurance	0	-	-	-	-	-	-
C. Equipment & Other Fixed Assets	216,160	-	2,700	22,800	23,700	29,100	19,200
1. Purchase of Fixed Assets	16,200	-	-	-	-	-	-
2. Repairs & Improvement of Fixed Assets	201,960	-	2,700	22,800	23,700	29,100	19,200
II. PROGRAM COSTS (Sum of A, B and C)	6,539,873	-	200,004	875,179	610,667	589,889	987,663
III. ADMINISTRATIVE COSTS	635,201	-	19,562	70,019	61,058	58,505	98,766
IV. PROGRAM & ADMINISTRATIVE COSTS (Sum of II and III)	7,175,074	-	219,566	945,198	671,725	648,494	1,086,429
V. RETAINED EARNINGS (Maximum 3% of IV)	143,500	-	4,391	18,904	13,435	12,970	21,729
VI. TOTAL COSTS (Sum of IV and V)	7,318,574	-	223,957	964,102	685,160	661,464	1,108,158
VII. REVENUE	551,200	-	67,700	146,000	47,200	50,100	47,300
ADJUSTMENT BY COUNTY							
VIII. TOTAL COUNTY COSTS ELIGIBLE (VI LESS VII)	6,767,374	-	156,257	818,102	637,960	611,364	1,060,858
Is the program Rate Based?		No	No	No	Yes	Yes	Yes
Bed/Unit Capacity					6	8	6
Total Units (Bed Capacity x 365 if residential)					2196	2928	2196
Attendance Factor					85%	85%	85%
Projected Units					1867	2489	1867
Rate					\$ 341.70	\$ 245.63	\$ 568.22
Clients Served							

REPORT OF EXPENDITURES BY COUNTY PROGRAM OFFICE

AGENCY:

Carelink Community Support Services of Pennsylvania

FISCAL YEAR ENDING:

June 30 2024

COUNTY PROGRAM OFFICE:

Mental Health

	TOTAL AGENCY FOR COUNTY PROGRAM	Crum Lynne CRR	Torrey House SPCH	Transition Age Scattered	Transition Age Site	STAR	SLS	New SLS
Program Cost Center (If Applicable)								
I. EXPENDITURE ITEMS								
A. Personnel Services	4,865,943	627,671	1,248,131	72,171	546,517	-	-	-
1. Wages and Salaries	3,682,236	472,600	947,434	51,371	419,123	-	-	-
2. Employee Benefits	1,105,047	141,371	283,297	20,800	119,694	-	-	-
3. Miscellaneous Personnel	78,660	13,500	17,400	-	7,500	-	-	-
B. Operating Expenses	1,455,770	139,140	207,000	3,750	104,430	-	-	-
1. Occupancy	935,720	60,900	86,400	-	54,060	-	-	-
2. Communications	72,480	7,500	7,500	-	6,900	-	-	-
3. Program Supplies	209,690	32,640	70,080	2,100	16,260	-	-	-
4. Treatment & Supportive Supplies	19,360	2,100	4,500	900	2,100	-	-	-
5. Transportation	61,380	10,740	9,960	-	4,500	-	-	-
6. Purchased Treatment Services	157,140	25,260	29,160	760	20,610	-	-	-
7. Miscellaneous Operating Expenses (Identify below)	25,920	3,960	4,600	-	3,000	-	-	-
a. Staff Development	5,880	600	600	-	960	-	-	-
b. Events	48,180	8,100	7,200	-	8,400	-	-	-
c. Interest & Bank Charges	77,160	12,600	16,560	750	6,250	-	-	-
d. Insurance	0	0	0	-	0	-	-	-
C. Equipment & Other Fixed Assets	218,160	30,480	60,600	-	21,600	-	-	-
1. Purchase of Fixed Assets	16,200	-	16,200	-	-	-	-	-
2. Repairs & Improvement of Fixed Assets	201,960	30,480	44,400	-	21,600	-	-	-
PROGRAM COSTS (Sum of A, B and C)	6,539,873	797,291	1,515,731	76,921	672,547	-	-	-
ADMINISTRATIVE COSTS	635,201	79,728	151,572	7,300	67,214	-	-	-
PROGRAM & ADMINISTRATIVE COSTS (Sum of II and III)	7,175,074	877,019	1,667,303	83,221	739,761	-	-	-
RETAINED EARNINGS (Maximum 3% of IV)	143,500	17,540	33,346	1,664	14,795	-	-	-
TOTAL COSTS (Sum of IV and V)	7,318,574	894,559	1,700,649	84,885	754,556	-	-	-
TOTAL REVENUE	551,200	33,400	126,600	-	33,000	-	-	-
ADJUSTMENT BY COUNTY								
VIII. TOTAL COUNTY COSTS ELIGIBLE (VI LESS VII)	6,767,374	861,159	1,574,149	84,885	721,556	-	-	-
Is the program Rate Based?		Yes	Yes	No	Yes			
Bed/Unit Capacity		12	14		6			
Total Units (Bed Capacity x 365 if residential)		4392	5124		2196			
Attendance Factor		85%	85%		85%			
Projected Units		3733	4355		1667			
Rate		\$ 230.69	\$ 361.46		\$ 366.48			
Clients Served								

REPORT OF EXPENDITURES BY COUNTY PROGRAM OFFICE

AGENCY: Carelink Community Support Services of Pennsylvania

FISCAL YEAR ENDING: June 30 2024

COUNTY PROGRAM OFFICE: Mental Health

	TOTAL AGENCY FOR COUNTY PROGRAM	Administrative Case Management/Assessor	Certified Peer Specialist	Fac Based Vocational Rehabilitation	Housing Navigator	Community Employment	Community Residential Services Assistance
Program Cost Center (if Applicable)							
I. EXPENDITURE ITEMS							
A. Personnel Services	4,865,943	73,107	-	100,124	-	-	-
1. Wages and Salaries	3,682,236	55,350	-	75,456	-	-	-
2. Employee Benefits	1,105,047	16,557	-	22,568	-	-	-
3. Miscellaneous Personnel	78,660	1,200	-	2,100	-	-	-
B. Operating Expenses	1,455,770	8,530	-	25,140	-	-	-
1. Occupancy	935,720	3,360	-	11,760	-	-	-
2. Communications	72,480	1,020	-	5,460	-	-	-
3. Program Supplies	209,690	1,690	-	2,460	-	-	-
4. Treatment & Supportive Supplies	19,360	60	-	120	-	-	-
5. Transportation	61,360	840	-	1,440	-	-	-
6. Purchased Treatment Services	157,140	1,560	-	3,900	-	-	-
7. Miscellaneous Operating Expenses (Identify below)	25,920	600	-	960	-	-	-
a. Staff Development	5,880	-	-	-	-	-	-
b. Events	48,160	480	-	900	-	-	-
c. Interest & Bank Charges	77,160	480	-	2,040	-	-	-
d. Insurance	0	-	-	-	-	-	-
0	-	-	-	-	-	-	-
C. Equipment & Other Fixed Assets	218,160	180	-	7,800	-	-	-
1. Purchase of Fixed Assets	16,200	-	-	-	-	-	-
2. Repairs & Improvement of Fixed Assets	201,960	180	-	7,800	-	-	-
III. PROGRAM COSTS (Sum of A, B and C)	6,539,873	81,817	-	133,064	-	-	-
IV. ADMINISTRATIVE COSTS	635,201	8,174	-	13,303	-	-	-
V. PROGRAM & ADMINISTRATIVE COSTS (Sum of III and IV)	7,175,074	89,991	-	146,367	-	-	-
VI. RETAINED EARNINGS (Maximum 5% of IV)	143,500	1,800	-	2,926	-	-	-
VII. TOTAL COSTS (Sum of IV and V)	7,318,574	91,791	-	149,293	-	-	-
VIII. REVENUE	551,200	-	-	-	-	-	-
ADJUSTMENT BY COUNTY	-	-	-	-	-	-	-
VIII. TOTAL COUNTY COSTS ELIGIBLE (VI LESS VII)	6,767,374	91,791	-	149,293	-	-	-
Is the program Rate Based?		No		No			
Bed/Unit Capacity							
Total Units (Bed Capacity x 365 if residential)							
Attendance Factor							
Projected Units							
Rate							
Clients Served							

ADMINISTRATIVE COSTS PRORATION SPREAD BY COUNTY PROGRAM OFFICE

AGENCY:
Carelink Community Support Services of Pennsylvania

FISCAL YEAR ENDING:
June 30 2024

COUNTY PROGRAM OFFICE:
Mental Health

	Agency Programs:									
	TOTAL AGENCY FOR COUNTY PROGRAM	Psychiatric Rehabilitation - Sita Based	Psychiatric Rehabilitation - Mobile	Lansdowne Supportive Housing	Folcroft	Jefferson CRR	Providence Road SPCH	Chum Lynne CRR	Torrey House SPCH	
Program Cost Center (If Applicable)										
I. EXPENDITURE ITEMS										
A. Personnel Services	562,515	-	17,604	54,922	55,452	50,952	90,393	70,638	138,031	
1. Wages and Salaries	400,302	-	13,152	29,206	42,411	37,705	67,669	49,056	98,677	
2. Employee Benefits	153,979	-	4,622	17,482	13,041	13,247	22,694	22,592	38,3	
3. Miscellaneous Personnel	8,234	-	1,705	8,234	5,445	7,412	8,115	6,430	13,184	
B. Operating Expenses	70,692	-	324	6,703	956	871	1,590	989	2,201	
1. Occupancy	16,068	-	720	2,661	2,212	1,933	3,529	2,195	4,688	
2. Communications	21,734	-	40	2,255	196	2,793	1,100	3,172	1,563	
3. Administrative Supplies	14,094	-	32	69	98	85	156	97	216	
4. Transportation	889	-	589	3,394	1,943	1,730	1,740	1,977	4,316	
5. Miscellaneous Operating Expenses (Identify below)	18,507	-	454	1,100	1,527	1,365	1,075	1,584	3,395	
a. Staff Development	12,647	-	43	2,200	283	248	452	281	628	
b. Insurance	4,571	-	92	94	133	117	213	132	295	
Interest Expense & Bank Fees	1,289	-	-	-	-	-	-	-	-	
d.	-	-	-	-	-	-	-	-	-	
e.	-	-	-	-	-	-	-	-	-	
f.	-	-	-	-	-	-	-	-	-	
C. Equipment & Other Fixed Assets	1,994	-	53	114	161	141	258	660	357	
1. Purchase of Fixed Assets	-	-	-	-	-	-	-	-	-	
2. Repairs & Improvement of Fixed Assets	1,994	-	53	114	161	141	258	660	357	
D. AGENCY INDIRECT ADMINISTRATIVE EXPENSES	-	-	-	-	-	-	-	-	-	
E. TOTAL ADMINISTRATIVE EXPENSES (A&B&C&D)	635,201	-	19,592	70,019	61,058	58,505	98,766	79,728	151,572	
F. ADMINISTRATIVE REVENUE	-	-	-	-	-	-	-	-	-	
G. TOTAL ADMINISTRATION (E-F)	635,201	-	19,592	70,019	61,058	58,505	98,766	79,728	151,572	

ADMINISTRATIVE COSTS PRORATION SPREAD BY COUNTY PROGRAM C

AGENCY: CareLink Community Support Services of Pennsylvania

FISCAL YEAR ENDING: June 30 2024

COUNTY PROGRAM OFFICE: Mental Health

	TOTAL AGENCY FOR COUNTY PROGRAM	Transition Age Scattered	Transition Age Site	STAR	SLS	New SLS	Administrative Case Management/Assessor	Certified Peer Specialist	Fac Based Vocational Rehabilitation
Program Cost Center (if Applicable)		0	0	0	0	0	0	0	0
I. EXPENDITURE ITEMS	562,515	7,300	57,351	-	-	-	7,853	-	11,809
A. Personnel Services	400,302	5,500	42,956	-	-	-	6,503	-	7,406
1. Wages and Salaries	153,979	1,800	14,405	-	-	-	1,350	-	4,447
2. Employee Benefits	8,234	-	9,659	-	-	-	287	-	1,462
3. Miscellaneous Personnel	70,892	-	2,187	-	-	-	-	-	187
B. Operating Expenses	16,958	-	2,658	-	-	-	-	-	438
1. Occupancy	21,134	-	2,341	-	-	-	-	-	533
2. Communications	14,094	-	117	-	-	-	-	-	19
3. Administrative Supplies	889	-	2,346	-	-	-	287	-	175
4. Transportation	18,207	-	1,846	-	-	-	228	-	93
5. Miscellaneous Operating Expenses (Identify below)	12,647	-	340	-	-	-	42	-	56
a. Staff Development	4,571	-	160	-	-	-	27	-	26
b. Insurance	1,289	-	-	-	-	-	-	-	-
Interest Expense & Bank Fees	-	-	-	-	-	-	-	-	-
c. -	-	-	-	-	-	-	-	-	-
d. -	-	-	-	-	-	-	-	-	-
e. -	-	-	-	-	-	-	-	-	-
f. -	-	-	194	-	-	-	24	-	32
C. Equipment & Other Fixed Assets	1,994	-	194	-	-	-	-	-	-
1. Purchase of Fixed Assets	-	-	-	-	-	-	-	-	-
2. Repairs & Improvement of Fixed Assets	1,994	-	194	-	-	-	24	-	32
D. AGENCY INDIRECT ADMINISTRATIVE EXPENSES	-	-	-	-	-	-	-	-	-
E. TOTAL ADMINISTRATIVE EXPENSES (A&B&C&D)	635,201	7,300	67,214	-	-	-	8,174	-	13,303
F. ADMINISTRATIVE REVENUE	-	-	-	-	-	-	-	-	-
G. TOTAL ADMINISTRATION (E-F)	635,201	7,300	67,214	-	-	-	8,174	-	13,303

ADMINISTRATIVE COSTS PRORATION SPREAD BY COUNTY PROGRAM C

AGENCY: Carelink Community Support Services of Pennsylvania
 FISCAL YEAR ENDING: June 30 2024
 COUNTY PROGRAM OFFICE: Mental Health

Program Cost Center (If Applicable)	TOTAL AGENCY FOR COUNTY PROGRAM	Housing Navigator	Community Employment	Community Residential Services Assistance
I. EXPENDITURE ITEMS		0	0	0
A. Personnel Services	562,515	-	-	-
1. Wages and Salaries	400,502	-	-	-
2. Employee Benefits	153,979	-	-	-
3. Miscellaneous Personnel	8,234	-	-	-
B. Operating Expenses	70,992	-	-	-
1. Occupancy	16,066	-	-	-
2. Communications	21,134	-	-	-
3. Administrative Supplies	14,094	-	-	-
4. Transportation	889	-	-	-
5. Miscellaneous Operating Expenses (Identify below)	18,507	-	-	-
a. Staff Development	12,647	-	-	-
b. Insurance	4,571	-	-	-
Interest Expense & Bank Fees	1,289	-	-	-
d.	-	-	-	-
e.	-	-	-	-
f.	-	-	-	-
C. Equipment & Other Fixed Assets	1,994	-	-	-
1. Purchase of Fixed Assets	-	-	-	-
2. Repairs & Improvement of Fixed Assets	1,994	-	-	-
D. AGENCY INDIRECT ADMINISTRATIVE EXPENSES	-	-	-	-
E. TOTAL ADMINISTRATIVE EXPENSES (A&B&C&D)	635,201	-	-	-
F. ADMINISTRATIVE REVENUE	-	-	-	-
G. TOTAL ADMINISTRATION (E-F)	635,201	-	-	-

SCHEDULE OF EQUIPMENT PURCHASES BY COUNTY PROGRAM OFFICE

AGENCY: Carelink Community Support Services of Pennsylvania

FISCAL YEAR ENDING: June 30 2024

COUNTY PROGRAM OFFICE: Mental Health

TOTAL FIXED ASSETS: \$16,200.00

Total from Agency Tab \$16,200.00

Total from Agency Tab \$16,200.00

DESCRIPTION OF ITEM	QUANTITY	DATE OF ACQUISITION	PER ITEM COST	TOTAL COST	AMOUNT ELIGIBLE FOR DHS PARTICIPATION	AGENCY PROGRAM	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	COST CENTER (IF APPLICABLE)
Building exterior improvements	1	11/1/23	\$ 16,200.00	\$ 16,200.00	\$ 16,200.00	Torrey House SFCH	16200		
TOTAL				\$ 0	\$ 16,200.00		\$ 16,200.00	\$ 0	0

TOTAL BY AGENCY PROGRAM	Total Cost	Total Eligible for DHS Participation	Total Charged as Direct Cost	Total Charged as Administrative Cost
Psychiatric Rehabilitation - Site Based	\$ -	\$ -	\$ -	\$ -
Psychiatric Rehabilitation - Mobile	\$ -	\$ -	\$ -	\$ -
Lansdowne Supportive Housing	\$ -	\$ -	\$ -	\$ -
Folcroft	\$ -	\$ -	\$ -	\$ -
Jefferson CRR	\$ -	\$ -	\$ -	\$ -
Providence Road SFCH	\$ -	\$ -	\$ -	\$ -
Crum Lynne CRR	\$ -	\$ -	\$ -	\$ -
Torrey House SFCH	\$ 16,200	\$ 16,200	\$ 16,200	\$ -
Transition Age Scattered	\$ -	\$ -	\$ -	\$ -
Transition Age Site	\$ -	\$ -	\$ -	\$ -
STAR	\$ -	\$ -	\$ -	\$ -
SLS	\$ -	\$ -	\$ -	\$ -
New SLS	\$ -	\$ -	\$ -	\$ -
Administrative Case Management/Assessor	\$ -	\$ -	\$ -	\$ -
Certified Peer Specialist	\$ -	\$ -	\$ -	\$ -
Fee Based Vocational Rehabilitation	\$ -	\$ -	\$ -	\$ -
Housing Navigator	\$ -	\$ -	\$ -	\$ -
Community Employment	\$ -	\$ -	\$ -	\$ -
Community Residential Services Assistance	\$ -	\$ -	\$ -	\$ -

REPORT OF REVENUE BY COUNTY PROGRAM OFFICE

AGENCY: Carelink Community Support Services of Pennsylvania

FISCAL YEAR ENDING: June 30 2024

COUNTY PROGRAM OFFICE: Mental Health

REVENUE SOURCES	Agency Programs:								TOTAL AGENCY FOR COUNTY PROGRAM
	TOTAL AGENCY FOR COUNTY PROGRAM	Psychiatric Rehabilitation - Site Based	Psychiatric Rehabilitation - Mobile	Lansdowne Supportive Housing	Folcroft	Jefferson CRR	Providence Road SFCH	Crum Lynne CRR	
Program Service Fees	459,168			146000	47200	50100	47300	33400	126500
Private Insurance	-								
Room and Board	-								
Medical Assistance	-								
Medicaid HMO	-								
EPSDT	-								
Interest	-								
Other (Please Identify)	92,032	0	67700	0	0	0	0	0	0
Managed Care	92,032		67700						
0	-								
0	-								
0	-								
0	-								
0	-								
0	-								
0	-								
0	-								
0	-								
0	-								
0	-								
TOTAL	551,200	0	67700	146000	47200	50100	47300	33400	126500

REPORT OF REVENUE BY COUNTY PROGRAM

AGENCY: Carelink Community Support Services of Pennsylv

FISCAL YEAR ENDING: June 30 2024

COUNTY PROGRAM OFFICE: Mental Health

REVENUE SOURCES	TOTAL AGENCY FOR COUNTY PROGRAM	Transition Age Scattered	Transition Age Site	STAR	SLS	New SLS	Administrative Case Management/Assessor	Certified Peer Specialist	Fac Based Vocational Rehabilitation
Program Service Fees	459,168		33000						
Private Insurance	-								
Room and Board	-								
Medical Assistance	-								
Medicaid HMO	-								
EPSDT	-								
Interest	-								
Other (Please Identify)	92,032	0	0	0	0	0	0	0	0
Managed Care	92,032								
0	-								
0	-								
0	-								
0	-								
0	-								
0	-								
0	-								
0	-								
0	-								
0	-								
0	-								
0	-								
TOTAL	551,200	0	33000	0	0	0	0	0	0

APPENDIX Z / BUDGET

ROSTER OF PERSONNEL BY COUNTY PROGRAM OFFICE

AGENCY: Carelink Community Support Services of Pennsylvania
 FISCAL YEAR ENDING: June 30 2024
 COUNTY PROGRAM OFFICE: Jeffrey Health
 TOTAL SALARIES: \$4,932,504.00

Total from Agency Tab: \$1,882,238.00
 Total from Agency Tab: \$489,302.00

EMPLOYEE NAME	COUNTY CLASSIFICATION	GRADE LEVEL	TOTAL ANNUAL COUNTY APPROVED SALARY	ACTUAL ANNUAL SALARY	TOTAL HOURS PER WEEK AT AGENCY	TOTAL DIRECT & INDIRECT SALARY FOR AGENCY PROGRAM IDENTIFIED	AGENCY PROGRAM	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	TOTAL DIRECT & INDIRECT HOURS PER WEEK FOR AGENCY PROGRAM IDENTIFIED	TOTAL HOURS PER WEEK CHARGED AS ADMINISTRATIVE COST	COST CENTER IF APPLICABLE
Cherrille Rochester	Housing Navigator		44,430	44,430	40	40	Lansdowne Supportive Housing	44,430		40	40	
Julia Gibson	Supported Housing Counselor		47,188	47,188	40	40	Lansdowne Supportive Housing	47,188		40	40	
Trishia Phillips	Supported Housing Counselor		41,195	41,195	40	40	Lansdowne Supportive Housing	41,195		40	40	
Shirley King	Program Manager		59,407	59,407	37.5	37.5	Lansdowne Supportive Housing	59,407		37.5	37.5	
Shirley King	Program Director		73,980	73,980	37.5	37.5	Lansdowne Supportive Housing	73,980		37.5	37.5	
Vivian	Career Specialist-Orion		46,789	46,789	40	40	Forrest Vocational Rehabilitation	46,789		40	40	
Corrie Abbott	Program Director		57,374	57,374	37.5	37.5	Forrest Vocational Rehabilitation	57,374		37.5	37.5	
Aaron Hill	Residential Counselor		36,978	36,978	40	40	Lebanon CRR	36,978		40	40	
Vicari	Residential Counselor		39,863	39,863	40	40	Lebanon CRR	39,863		40	40	
Edina Mancary	Residential Counselor		39,126	39,126	40	40	Lebanon CRR	39,126		40	40	
Shirley King	Residential Counselor		38,442	38,442	40	40	Lebanon CRR	38,442		40	40	
Shirley King	Residential Counselor		6,883	6,883	8	8	Lebanon CRR	6,883		8	8	
Shirley King	Residential Counselor		35,765	35,765	40	40	Lebanon CRR	35,765		40	40	
Shirley King	Residential Counselor		46,951	46,951	37.5	37.5	Lebanon CRR	46,951		37.5	37.5	
Shirley King	Residential Counselor		31,074	31,074	32	32	Lebanon CRR	31,074		32	32	
Shirley King	Residential Counselor		112,535	112,535	6.25	6.25	Lebanon CRR	112,535		6.25	6.25	
Shirley King	Residential Counselor		40,770	40,770	40	40	Lebanon CRR	40,770		40	40	
Shirley King	Program Supervisor		52,189	52,189	37.5	37.5	Lebanon CRR	52,189		37.5	37.5	
Shirley King	Residential Counselor		35,538	35,538	40	40	Lebanon CRR	35,538		40	40	
Shirley King	Residential Counselor		37,296	37,296	40	40	Lebanon CRR	37,296		40	40	
Shirley King	Residential Counselor		37,105	37,105	40	40	Lebanon CRR	37,105		40	40	
Shirley King	Residential Counselor		35,859	35,859	40	40	Lebanon CRR	35,859		40	40	
Shirley King	Residential Counselor		7,439	7,439	8	8	Lebanon CRR	7,439		8	8	
Shirley King	Residential Counselor		34,019	34,019	40	40	Lebanon CRR	34,019		40	40	
Shirley King	Residential Counselor		37,188	37,188	40	40	Lebanon CRR	37,188		40	40	
Shirley King	PRN Residential Counselor		30,366	30,366	32	32	Lebanon CRR	30,366		32	32	
Shirley King	PRN Residential Counselor		112,535	112,535	6.25	6.25	Lebanon CRR	112,535		6.25	6.25	
Shirley King	PRN Residential Counselor		45,853	45,853	40	40	Lebanon CRR	45,853		40	40	
Shirley King	PRN Residential Counselor		36,781	36,781	40	40	Lebanon CRR	36,781		40	40	
Shirley King	PRN Residential Counselor		48,898	48,898	37.5	37.5	Lebanon CRR	48,898		37.5	37.5	
Shirley King	PRN Residential Counselor		35,136	35,136	40	40	Lebanon CRR	35,136		40	40	
Shirley King	PRN Residential Counselor		37,483	37,483	40	40	Lebanon CRR	37,483		40	40	
Shirley King	PRN Residential Counselor		37,332	37,332	40	40	Lebanon CRR	37,332		40	40	
Shirley King	PRN Residential Counselor		35,371	35,371	40	40	Lebanon CRR	35,371		40	40	
Shirley King	PRN Residential Counselor		35,184	35,184	40	40	Lebanon CRR	35,184		40	40	
Shirley King	PRN Residential Counselor		45,843	45,843	40	40	Lebanon CRR	45,843		40	40	
Shirley King	PRN Residential Counselor		37,853	37,853	40	40	Lebanon CRR	37,853		40	40	
Shirley King	PRN Residential Counselor		14,500	14,500	16	16	Lebanon CRR	14,500		16	16	
Shirley King	PRN Residential Counselor		15,977	15,977	16	16	Lebanon CRR	15,977		16	16	
Shirley King	PRN Residential Counselor		22,314	22,314	24	24	Lebanon CRR	22,314		24	24	
Shirley King	PRN Residential Counselor		112,535	112,535	6.25	6.25	Lebanon CRR	112,535		6.25	6.25	
Shirley King	PRN Residential Counselor		48,848	48,848	40	40	Lebanon CRR	48,848		40	40	
Shirley King	PRN Residential Counselor		38,628	38,628	37.5	37.5	Lebanon CRR	38,628		37.5	37.5	
Shirley King	PRN Residential Counselor		45,850	45,850	40	40	Lebanon CRR	45,850		40	40	
Shirley King	PRN Residential Counselor		36,047	36,047	40	40	Lebanon CRR	36,047		40	40	
Shirley King	PRN Residential Counselor		7,002	7,002	8	8	Lebanon CRR	7,002		8	8	
Shirley King	PRN Residential Counselor		40,141	40,141	40	40	Lebanon CRR	40,141		40	40	
Shirley King	PRN Residential Counselor		35,359	35,359	40	40	Lebanon CRR	35,359		40	40	
Shirley King	PRN Residential Counselor		38,775	38,775	40	40	Lebanon CRR	38,775		40	40	
Shirley King	PRN Residential Counselor		50,814	50,814	37.5	37.5	Lebanon CRR	50,814		37.5	37.5	
Shirley King	PRN Residential Counselor		37,045	37,045	40	40	Lebanon CRR	37,045		40	40	
Shirley King	PRN Residential Counselor		35,382	35,382	40	40	Lebanon CRR	35,382		40	40	
Shirley King	PRN Residential Counselor		41,143	41,143	37.5	37.5	Lebanon CRR	41,143		37.5	37.5	
Shirley King	PRN Residential Counselor		14,819	14,819	16	16	Lebanon CRR	14,819		16	16	
Shirley King	PRN Residential Counselor		29,670	29,670	32	32	Lebanon CRR	29,670		32	32	
Shirley King	PRN Residential Counselor		112,535	112,535	6.25	6.25	Lebanon CRR	112,535		6.25	6.25	
Shirley King	PRN Residential Counselor		54,017	54,017	7	7	Lebanon CRR	54,017		7	7	
Shirley King	PRN Residential Counselor		43,260	43,260	37.5	37.5	Lebanon CRR	43,260		37.5	37.5	
Shirley King	PRN Residential Counselor		35,311	35,311	40	40	Lebanon CRR	35,311		40	40	
Shirley King	PRN Residential Counselor		37,229	37,229	40	40	Lebanon CRR	37,229		40	40	
Shirley King	PRN Residential Counselor		36,270	36,270	40	40	Lebanon CRR	36,270		40	40	
Shirley King	PRN Residential Counselor		37,229	37,229	40	40	Lebanon CRR	37,229		40	40	
Shirley King	PRN Residential Counselor		33,409	33,409	40	40	Lebanon CRR	33,409		40	40	

ROSTER OF PERSONNEL BY COUNTY PROGRAM OFFICE

AGENCY: Centinich Community Support Services of Pennsylvania
 FISCAL YEAR ENDING: June 30 2024
 COUNTY PROGRAM OFFICE: Medical Health
 TOTAL SALARIES: \$4,092,518.00

Total from Agency Tab: \$3,682,236.00
 Total from Agency Tab: \$400,282.00

EMPLOYEE NAME	COUNTY DEFINITION POSITION CLASSIFICATION	GRADE LEVEL	TOTAL ANNUAL COUNTY APPROVED SALARY	ACTUAL ANNUAL SALARY	TOTAL HOURS PER WEEK AT AGENCY	TOTAL DIRECT & INDIRECT SALARY FOR AGENCY PROGRAM IDENTIFIED	AGENCY PROGRAM	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	TOTAL DIRECT HOURS PER WEEK FOR AGENCY PROGRAM IDENTIFIED	TOTAL HOURS PER WEEK CHARGED AS ADMINISTRATIVE COST	COST CENTER (IF APPLICABLE)
TOTAL			\$ 4,340,225.00	\$ 4,340,225.00		\$ 4,092,518.00		\$ 0	\$ 400,302.50			

TOTAL BY AGENCY PROGRAM	Total Actual Salary Cost	Total Direct Salary	Total Administrative Salary
Psychiatric Rehabilitation - Site Based	134,046 \$	120,884 \$	13,162 \$
Psychiatric Rehabilitation - Mobile	257,949 \$	228,743 \$	29,206 \$
Landscaping Supportive Housing	414,816 \$	372,405 \$	42,411 \$
Unit Care	370,800 \$	333,185 \$	37,615 \$
Providence Road SPCH	673,184 \$	605,485 \$	67,699 \$
Green Lynx CRF	520,886 \$	472,800 \$	48,086 \$
Torrey House SPCH	1,047,172 \$	947,434 \$	99,738 \$
Transition Age Scattered	356,971 \$	313,373 \$	43,598 \$
Transition Age Site	482,075 \$	419,122 \$	62,953 \$
STAR	- \$	- \$	- \$
SLS	- \$	- \$	- \$
New SLS	- \$	- \$	- \$
Administrative Case Management/Assessor	81,833 \$	56,360 \$	25,473 \$
Case Manager	- \$	- \$	- \$
Site Based Vocational Rehabilitation	82,882 \$	76,456 \$	6,426 \$
Health Navigator	- \$	- \$	- \$
Community Employment	- \$	- \$	- \$
Community Residential Services Assistance	- \$	- \$	- \$

Agency: Delaware Community Support Services of Pennsylvania Total Contract: 1,550,318

Fiscal Year Ending: June 30 2024

County Program Office: Mental Health

Agency Program: Psychiatric Rehabilitation - Site Based

Agency Program	Provider Type	Frequency Code	Price Modifier	Unit Value	Location Code	Unit Value	Cost Center	Funding Type	N/A Contract?	Test Cost	Approved Cost	Rate	Comments
Psychiatric Rehabilitation - Site Based	51	1003E	0	15 Minute	0030	3.24	0	FFS	No	156,257	0		
Psychiatric Rehabilitation - Mobile	31	1003E	0	15 Minute	0030	3.24	0	FFS	No	318,102	0		
Amendement Suspension Meeting	0	7030B	0	Day	0030	3.16	0	FFS	Yes			\$ 3,117.20	
Parole	52	7030B	0	Day	0030	3.16	0	FFS	Yes			\$ 252.43	
Prisoner CR	51	7030B	0	Day	0030	3.16	0	FFS	Yes			\$ 384.21	
Providence Road SPCH	52	7030B	0	Day	0030	3.16	0	FFS	Yes			\$ 236.82	
Group Therapy CR	52	7030B	0	Day	0030	3.16	0	FFS	Yes			\$ 351.16	
Family Home SPCH	52	7030B	0	Day	0030	3.16	0	FFS	No	81,203		\$ 386.06	
Transition S&S Site	52	7030B	0	Day	0030	3.16	0	FFS	No				
STAR	52	7030B	0	Day	0030	3.16	0	FFS	No				
ES	52	7030B	0	Day	0030	3.16	0	FFS	No				
New AS	52	7030B	0	Day	0030	3.16	0	FFS	No				
Administrative Case Management/Assess	51	1003E	0	15 Minute	0030	3.24	0	FFS	No	91,723			
Outreach Peer Support	51	1003E	0	15 Minute	0030	3.24	0	FFS	No				
Outreach Therapeutic Rehabilitation	53	1003E	0	15 Minute	0030	3.24	0	FFS	No				
Recovery Navigation	0	0	0	0	0	0	0	FFS	No				
Community Engagement	53	1003E	0	15 Minute	0030	3.24	0	FFS	No				
Community Transition Services Assessment	0	0	0	0	0	0	0	0	0				

Agency:	Carroll County Support Services of Pennsylvania	Total Contract:	1,300,293
Fiscal Year Ending:	June 30 2024		
County Program Office:	Mental Health		
Agency Programs:	Psychiatric Rehabilitation - Site Based Psychiatric Rehabilitation - Mobile Transitions Supportive Housing Foliosoft Jefferson CRR Providence Road SFCH Crum Lynne CRR Tarry House SFCH Transition Age Scattered Transition Age Site STAR SLS New SLS Administrative Case Management/Assessor Certified Peer Specialist Fee Based Vocational Rehabilitation Housing Navigator Community Employment Community Residential Services Assistance	Provider Type: Specialty Code: Program Code: Price Modifier: Info Modifier: Location Code: Unit Value: N/A Contract? Total Cost: Approved Cost: Rate: Comments:	21 125 H0036 0 0 0030 15 Minutes No 1,151,237 0 0 11 123 H0036 0 0 0030 15 Minutes No 828,102 0 0 0 0 TBD 0 0 0048 Day Yes \$ 341,70 52 456 H2023 HK 0 0 0045 Day Yes \$ 245,62 52 456 H2048 0 0 0045 Day Yes \$ 588,22 52 456 H2048 0 0 0045 Day Yes \$ 230,85 52 456 H2018 HW 0 0 0036 Day Yes \$ 361,46 0 0 0 0 0 0 0 No 84,883 52 456 H2048 0 0 0045 Day Yes \$ 385,48 52 456 H2048 0 0 0045 Day No TBD TBD TBD TBD TBD TBD No TBD TBD TBD TBD TBD TBD No 21 215 T1016 HK 0 0 0036 15 Minute No 91,791 11 076 H0036 0 0 0 15 Minutes No 53 531 H2023 HK 0 0 0034 15 Minutes No 149,233 0 0 0 0 0 0 0 No 53 531 H2023 HK 0 0 0034 15 Minutes No 0 0 0 0 0 0 0 0

APPENDIX Z / BUDGET



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Thavy Sim, Human Services

ITEM TYPE: Award of Contract

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval for the Department of Human Services to enter into a new contractual agreement with Access Services, Inc. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 1124-4715-631000

ESTIMATED/ACTUAL COST OF REQUEST: N/A

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: Please see the attached supporting Documents.

ATTACHMENTS:
[Access Services Inc ID 312/23 Summary Page](#)
[Access Services Inc ID 312/23 Contract](#)
[Access Services Inc ID 312/23 W9](#)

Delaware County Human Services Request for Contract

Program Office: Intellectual and Developmental Disabilities

Provider: Access Services Inc.

Proposed Contract Amount: N/A

Proposed Contract Effective Dates: 10/01/2023 to 6/30/2024

Funding:

Federal Funding Source(s):		
State Funding Source(s):	Human Services Block Grant	97.94%
Other Funding Source(s):		
County Funding:		2.06%

Available Budget:

SAP Account(s)	1124-4715-631000	Balance:	\$2,198,354.89

Contract Statement:

Department of Human Services - Intellectual and Developmental Disabilities is requesting to enter into a contractual agreement with Access Services, Inc. Subject to Solicitors approval.

Contract Request:

Approval of a new contractual agreement with Access Services, Inc. to provide Home and Community Based services. Approval of this Agreement will add to the Department's network of agencies offering this level of service to Delaware County individuals we serve. The total cost of this request for the specified time period is \$36,199.

Program Need for Requested Service:

Access Services, Inc. is currently providing support for an individual that was not eligible for Medical Assistance due to not maintaining the asset limit requirement. Base funds are required in order to continue with the current services for this individual until the County Assistance office can re-assess eligibility retroactive from 10/1/2023 for services delivered. In addition, a contract with Access Services, Inc. will add to the Department's network of providers offering this level of service.

Was a Request for Proposal Issued? Yes No Date:

Number of Proposals received:

Summary of Request for Proposal Process:

N/A

Rationale for Choosing Provider versus Issuing a Request for Proposal:

N/A

Plan to issue Request for Proposal or rationale if not planning on issuing one:

The Department has no plan to advertise for this service as individuals registered with the Office of Intellectual and Developmental Disabilities have a choice of providers. Additionally, services are defined by the State Office of Developmental Programs.

Metrics utilized to evaluate provider and results of last assessment:

Programs are subject to several forms of regular review.

- Supports Coordinators review services during quarterly provider monitoring which entails reviewing provider records against the individual's Individual Support Plan, including medications, doctor appointments, and provider service notes. Identified issues are immediately addressed. If needed, the County Office of Intellectual Disabilities is notified of health and safety issues.
- The Office of Developmental Programs allows for each county to review providers they qualify, or where they have the majority of individuals, every 3 years by looking at a sample of the individuals served. Identified issues are either corrected immediately or a plan of correction is issued.
- If a program has no Base funded individuals, it is not reviewed. However, all providers go through the state licensing process every year. If serious deficiencies are noted, the Office of Developmental Programs notifies the counties.

Date Request Discussed with Human Services Director:

February 15, 2024

Program Approval: Alan Beller Bello

Date: 2/15/24

Fiscal Approval: V J

Date: 2-16-24

CFO Approval: Janet Jell
Angie Hiron

Date: 2.16.24

Human Services Director: _____

Date: _____

DATE: October 1, 2023

AGENCY: County of Delaware, Office of Intellectual and Developmental Disabilities

PROVIDER OF SERVICE: Access Services Inc.
500 Office Center Drive, Suite 100
Fort Washington, PA 19034

Federal ID #23-2003056

CONTRACT PERIOD: Beginning: October 1, 2023
Ending: June 30, 2024

CONTRACT AMOUNT: N/A*

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their officials thereunto duly authorized.

PROVIDER OF SERVICE

COUNTY OF DELAWARE

AUTHORIZED SIGNATURE

COUNTY COUNCIL CHAIR

PRINT/TYPE AUTHORIZED NAME

DATE

ATTEST:

DATE

COUNTY CLERK

SERVICES: SEE APPENDIX Z

AGREEMENT

This Agreement is made by and between the County of Delaware, Department of Human Services, (“County”), and **Access Services Inc.** hereinafter referred to as the (“Contractor” or “Provider”).

Whereas, the County has received or is anticipating receiving State and Federal funds from the Commonwealth of Pennsylvania, and funds from other sources, for the provision of Intellectual and Developmental Disabilities services; and

Whereas, the County desires to contract with Contractor for the provision of such services; and

Whereas, the parties desire to set forth their understandings in writing.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

1. TERM

This Agreement shall be effective from **October 1, 2023 through June 30, 2024**, subject to the other provisions herein, unless terminated earlier by either party according to the termination provisions herein.

2. TERMINATION

This Agreement may be terminated by either party at any time without cause, upon at least sixty (60) days advance written notice to the other party.

The County may terminate this Agreement on five business days written notice if County Council determines that entering into this Agreement resulted in a violation of Section 6-12.D of the County’s Administrative Code and imposes termination of this Agreement as a penalty for such violation. County Council may also require repayment to the County of any profit made by Contractor under this Agreement as a penalty for such violation. Contractor agrees to send the County a written affidavit in reasonable detail calculating such profit within fifteen days of written notice of the imposition of such penalty together with repayment of such profit.

3. AGREEMENT AMOUNT

Subject to the availability of State, Federal and County funds, and Contractor's compliance with each of the terms and conditions of this Agreement, the County hereby agrees to pay to Contractor a total of **N/A***, to be utilized as set forth below: (See Appendix Z)

Payment by the County shall be made as follows:

- A. For program-funded components, payment will be on a cost reimbursement basis, solely for the actual costs or expenses incurred by providing social services as set forth in this Agreement.

- B. For fee-for-service components, payment will be made at the agreed cost per unit less any client income. County will only reimburse for actual days/units in attendance and approved absences.
- C. The County may suspend, withhold or revise any payment for non-compliance by Contractor with the terms and conditions of this Agreement.
- D. Payment shall be made in the manner set forth in Appendix "A".
- E. Contractor certifies that the Federal/State funds to be used under this Agreement do not replace or supplant in any way, Federal/State or County funds for already existing services. Contractor further certifies that the services to be provided under this Agreement are not already available without cost.
- F. Notwithstanding anything to the contrary contained in this Agreement, each payment required to be made under this Agreement is specifically contingent on Contractor's full and timely compliance with each and every applicable Federal, Commonwealth (Pennsylvania Department of Public Welfare and Pennsylvania Department of Health) reporting requirement and any County reporting requirements, as such requirements may be amended from time to time. If Contractor fails to submit complete and accurate reports when and as due, County may immediately proceed as set forth in Appendix E or, to the extent permitted by applicable law and regulation, in the County's sole and absolute discretion, suspend any or all payments to Contractor and/or immediately terminate or suspend this Agreement and/or pursue any and all other remedies available under this Agreement or as otherwise provided by law.

4. APPENDICES

Contractor shall comply with the provisions of the following attached Appendices, which are incorporated into and made a part of this Agreement:

Appendix A	Payment Schedule
Appendix D	Source of Funds Statement
Appendix E	Non-Compliance Procedures
Appendix F	Insurance
Appendix H-1	Special Terms/Conditions (if applicable)
Appendix L	Disclosure of Lobbying Activities
Appendix M	Board of Directors
Appendix T	SCO Base Contract Requirements
Appendix U	Audit Requirements
Appendix X	Program Description (if applicable)
Appendix Z	Budget
Appendix AA	Invoicing Submission Requirements
Appendix CC	HIPPA Business Associate Agreement
Appendix DD	Federal Awards (if applicable)
Appendix EE	Child Protective Services
Appendix FF	Medical Marijuana Prohibition
Appendix II	Political Contribution Disclosure

In the event, any provision of the attached Appendices conflict with the provisions of this Agreement, this Agreement shall control.

5. COST OF SERVICE MODIFICATION

Changes in the rate or fee established under the terms of this Agreement may be permitted where a written request is submitted and approved in writing by the County. Any such request shall be submitted to the County by Contractor at least ninety (90) days prior to the date the requested increase shall take effect. Action on such requests and notification shall be given by the County to Contractor and Consumers within sixty (60) days before any rate increase will be granted. The County may reduce the ninety (90) days requirement at the County's sole discretion.

6. CONTRACTOR DEFICITS, OVERAGES, AND ENCUMBRANCES

If a Contractor reports a deficit at the end of the year, Contractor shall be responsible for providing the necessary funds. The County is not responsible for an incurred deficit on the part of Contractor.

Funds paid to a Contractor under this Agreement may not be used to pay for a deficit incurred during a prior year.

Funds or payments paid or to be paid or applied pursuant to this Agreement may not be encumbered for purchases in a succeeding fiscal year. This applies to purchases and services supported in part or in whole by funds paid or to be paid pursuant to this Agreement.

If Contractor enters into an agreement which extends beyond the end of the Term as provided in Section 1, the time portion of such agreement after the end of the Term shall be treated as a charge against the term of the next agreement between the County and Contractor, if any, and shall not be charged to or paid from funds made available under this Agreement.

Expenditures above the level of County participation and services funded without County approval shall be the responsibility of Contractor. Contractor may fund programs, services, and facilities at a rate it elects. Expenditures above the approved levels shall be the sole responsibility of Contractor.

7. RETAINED REVENUE

(This section applies to Mental Health agencies only.)

The County's participation in retained revenue will be limited to the amount set forth in Appendix "B".

8. RECORD KEEPING

Contractor shall maintain, using generally accepted accounting principles and practices, complete and accurate records and accounts including documents, correspondence, and other evidence pertaining to costs and expenses of this Agreement, to the extent and in such detail as will properly reflect all costs of personnel, fringe benefits, materials, equipment, supplies, services, and other costs and expenses of whatever nature for which funds are expended by Contractor.

Time, attendance and payroll distribution records shall be maintained for each employee; and method of keeping such records is acceptable as long as it is complete and accurate.

Contractor shall maintain case files and program records required by the Pennsylvania Department of Human Services, Pennsylvania Department of Health, and by the County. Contractor shall furnish to the above Departments and to the County such progress reports in such form and quantity as the above Departments or County may from time to time require, including but not limited to status reports of the program, program account statements, certificates, approvals, proposed budgets, invoices, copies of all agreements executed and proposed, employment placements, follow-up reports, client records, and any and all other information relative to the program as may be requested.

Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by, and on forms furnished by the County. Records shall be kept for a minimum of six (6) years following the expiration or termination of this Agreement or for such other period as the County shall prescribe.

The County shall have the right to disapprove any expenditure made by the Contractor, which is not in accordance with the terms of this Agreement and the County, may adjust payments to Contractor accordingly. **(This paragraph does not apply to CYS Fee-For-Service agreements.)**

9. REPORTING REQUIREMENTS

As applicable, contractor shall abide by Federal, State, and County reporting requirements as established in Appendix "C" as such may be amended from time to time. In the event that the County determines Contractor has not met reporting requirements in a timely and proper manner or if Contractor shall violate any of the covenants or stipulations of this Agreement, the County may issue a written notice of non-compliance and may suspend payments in the manner outlined in Appendix "E".

10. AVAILABILITY OF INFORMATION

During the Term, all information obtained by Contractor under this Agreement will be made available to the County immediately upon demand.

11. ACCESS TO RECORDS/PROPERTY RIGHTS

(This section does not apply to CYS fee-for-service agreements.)

The County shall have exclusive property rights in and to any and all material, reports, studies, instruments, curricula, media, writings, recordings, films, pictorial reproductions, drawings, or other graphic representations, computer programs, or work of similar nature (hereinafter referred to as "Data") which, if any, are to be delivered to County under this Agreement.

The County may duplicate, use and disclose in any manner and for any purpose whatsoever, and have others so do, all data delivered under this Agreement not covered by copyright except individual client records.

- A. The County hereby retains a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and authorize others to do so, all data generated in the performance of this Agreement, whether such generation is funded in whole or in part under this Agreement. Such use shall be without additional payment to or approval by Contractor.
- B. Contractor shall advise the County, at the time of delivery of data furnished under this Agreement, of all invasions of the right of privacy contained therein and of all portions of such data copied from work not composed or produced in the performance of this Agreement and not licensed under this clause.
- C. Contractor shall report to the County promptly and in reasonable written detail, each notice or claim of copyright infringement received by Contractor with respect to all data delivered under this Agreement.
- D. Contractor shall not affix any restrictive markings upon any data not covered by copyright and if such markings are affixed, the County shall have the right at any time to modify, remove, obliterate or ignore such markings.
- E. All notices, informational pamphlets, press releases, research reports and similar public notices prepared and released by Contractor shall include a statement indicating the source of funding for such work (See Appendix "D").

12. TITLE TO AND PURCHASE OF EQUIPMENT

(This section does not apply to CYS fee-for-service agreements, sections B through D do not apply to ID fee-for-service agreements, sections B and C do not apply to EI fee-for-service agreements.)

- A. Contractor agrees to use its best efforts to obtain all supplies and equipment for use in the performance of this Agreement at the lowest practical cost and to purchase by means of a system of competitive bidding whenever required by law or whenever practical, and, where applicable, in accordance with the Pennsylvania Department of Health's Fiscal Management Guidelines, or other applicable statutes, regulations or guidelines.
- B. Title of all personal property, furnished by the County shall remain with the County. Title to all personal property acquired by Contractor (including purchase of lease-purchase agreement), for the cost of which Contractor is to be reimbursed in total under this Agreement, shall vest in Contractor during the Term.

Upon termination of this Agreement for any reason, disposition of such purchased personal property, which has, remaining useful life shall be made in accordance with the following provisions:

- 1. If payment is completed, title vests in the County.
- 2. If payment is not completed, the County has the option to keep the personal property or get it appraised and sell it for the difference between what has been paid and the appraisal, if any; or sell it for its depreciated value.
 - a) All personal property furnished by the County or acquired by Contractor, including purchase by lease-purchase agreement, for which Contractor is to be reimbursed in total under this Agreement, shall be deemed County personal property for the purposes of this provision.
 - b) Contractor shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, preservation and insurance of County personal property so as to assure its full availability and usefulness for the performance of this Agreement.
 - c) In the event that Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the County personal property involved, Contractor shall credit such proceeds

against the cost of the work covered by the Agreement or shall otherwise reimburse the County.

- d) Contractor shall not utilize County funds for building renovations without obtaining prior written approval of the plan from the County.
 - e) Contractor shall not include fixed assets acquired or purchased under this Agreement as part of Contractor's assets on its accounting balance sheet. A separate accounting of these assets shall be maintained by Contractor.
- C. Contractor, when required, shall maintain and annually update an inventory list of all fixed assets, which have been procured with financial resources from this Agreement. Such inventory list shall be an aggregate compilation of furniture, equipment, etc., and include all fixed assets purchased with previous year allocations. The updated listing shall be submitted to the County in accordance with the terms outlined in Appendix "C".
- D. If required by the County, Contractor shall utilize County and/or State developed computer software systems to capture and supply to County all clients and service data required by the County, State and Federal government. Operation of these systems can involve Contractor site terminals/personal computers communicating on-line with the County/State mainframe computer systems, stand alone or networked personal computers or a combination thereof.

13. TAXES AND RELATED ISSUES

Contractor shall accept full responsibility for the payment of premiums for workmen's compensation and social security, as well as all income tax deductions, F.I.C.A. taxes, unemployment compensation and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement. Contractor shall remit the appropriate amounts to the applicable Federal, State and County levels of government.

- A. Contractor certifies that all tax returns required to be filed by Contractor in any jurisdiction have in fact been filed except where valid extensions have been granted and all taxes, assessments, fees and other governmental charges upon Contractor or upon any of its property or income which are shown to be due and payable on such returns have been paid unless contested in good faith with adequate reserves set aside to pay such taxes.
- B. Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, Contractor shall have an obligation to inform the contracting agency if, at any time

during the term of the Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth or County obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the Federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension or debarment.

14. INSURANCE

Contractor shall provide insurance as required in Appendix "F". Contractor shall accept full responsibility for the payment of premiums for all such insurance. Contractor shall furnish to the County proof of insurance coverage on or before the execution date of this Agreement, and, notwithstanding this provision, shall advise the County forthwith of any cancellation or change in insurance(s).

15. PROJECT INCOME

(This section is not applicable to CYS fee-for-service agreements.)

All interest or other income derived by Contractor from the use of funds under this Agreement or as a result of this Agreement (sale of publications, registration fees, interest, program service fees, service charges on fees, etc.) shall be reported to the County, and may be used at the discretion of the County to reduce Contractor's cost of services provided and payments by the County. In the absence of such reduction of payments, interest and project income may be applied to project purposes or in reduction of project costs.

16. INTEREST INCOME

(This section is not applicable to CYS fee-for-service agreements.)

Advances received under this Agreement shall be promptly deposited in an insured interest bearing account. Interest income derived from such deposits shall be reported quarterly to the County.

17. TRAVEL

(This section is not applicable to CYS fee-for-service agreements.)

Contractor agrees that all travel and subsistence costs of Contractor shall be paid in accordance with the State prevailing rates set forth in 4 Pa. Code Chapter 40. However, if the prevailing County travel policies or those of a subcontractor provide for reimbursement of these items at a lower rate than the State rate, then the lower rate shall govern. Travel and subsistence will only be reimbursed when the parties specifically provide for the items in a budget line item.

18. **CLIENT LIABILITIES**

Contractor shall be responsible for assessment and collection of client liability/Room and Board Payments/Rent in conformity with the Pennsylvania Department of Human Services and the Pennsylvania Department of Health Regulations and current County policy as they may be in effect from time to time. Approval of abatements or write-offs shall not affect the Agreement ceiling and not authorize supplemental County funds.

19. **HUMAN EXPERIMENTATION**

Contractor agrees that all experimentation with human subjects involving any physical or mental risk to those subjects shall be prohibited, without prior written approval of the County subject to all applicable laws, statutes, and regulations, and voluntary, informed consent of the subject in writing. If the subject is a minor or incompetent, a voluntary informed consent of his/her parents or legal guardian, shall be required. Contractor shall inform each potential subject prior to his/her consent that refusal of consent will not result in the loss of any benefits to which the subject is otherwise entitled from the Commonwealth, Contractor or any permitted sub-contractor.

20. **ENVIRONMENTAL IMPACT**

In carrying out this Agreement, Contractor shall strictly comply with all applicable environmental laws and regulations.

21. **CONFIDENTIALITY**

The parties hereto shall abide by all confidentiality requirements as established in Appendix "G" and/or Appendix "CC".

22. **COVENANT AGAINST REFERRAL FEES OR FEE-SPLITTING**

Contractor agrees that no employee, board member, or representative of Contractor, either personally or through an agent, shall solicit the referral of clients to any facility in a manner, which offers or implies an offer of rebate to persons referring clients, or any other fee-splitting inducements. No person or entity referring clients shall receive payment or other inducement for such referral.

23. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee (excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business). For breach or violation of this warrant, the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the consideration otherwise due under the Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

24. INDEPENDENT CAPACITY OF CONTRACTOR

The parties hereto agree that Contractor, and any agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the County or the Commonwealth of Pennsylvania.

25. NON-DISCRIMINATION

During the term of this Agreement, Contractor agrees as follows:

- A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, recipients of services, or any other person because of race, color, religious creed, disability, ancestry, national origin, age, or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, disability, ancestry, national origin, age, sex, or infectious disease including AIDS. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensations. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice setting forth the provisions of this non-discrimination clause.
- B. Contractor shall in advertisements or requests for employment placed by it or on its behalf, state, all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, disability, age or sex.
- C. Contractor shall send each labor union or worker's representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

- D. It shall be no defense to a finding of non-compliance with the Agreement Compliance Regulations issued by the Pennsylvania Human Relations Commission, or this non-discrimination clause, that Contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that Contractor was not on notice of the third party discrimination or made a good faith effort to correct it, such factors shall be considered as mitigating circumstances in determining sanctions.
- E. Where the practices of a union or of any training program or other source recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Agreement Compliance Regulations issued by the Pennsylvania Human Relations Commission, or this non-discrimination clause, Contractor shall then employ and fill vacancies through other non-discriminatory procedures.
- F. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this Agreement or with any such laws, this Agreement may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further County/Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
- G. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by the Department/County and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Agreement Compliance Regulations pursuant to Chapter 49.35 of the Regulations. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the County or the Commission.
- H. Contractor shall actively recruit minority sub-contractors or sub-contractors with substantial minority representation among their employees.
- I. Contractor shall include the provision of this non-discrimination clause in every sub-contract permitted under this Agreement so that such provisions will be binding upon each sub-contractor.
- J. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.

- K. Contractor obligations under this clause are limited to Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

26. EQUAL OPPORTUNITY FOR THE HANDICAPPED

- A. Contractor agrees to abide by Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (Public Law 93-112, 29 U.S.C. 793 and 794 as amended) and regulations promulgated pursuant thereto. Contractor assures that any benefits, services, or employment, available through Contractor to the public by way of this Agreement's funds, shall not be denied handicapped persons who are otherwise qualified or eligible for the benefits, services, or employment available as a result of this Agreement.
- B. Contractor will include the provisions of sub-paragraph (A) above in every sub-contract under this Agreement so that such provisions will be binding upon each sub-contractor.

27. AMERICANS WITH DISABILITIES ACT

Pursuant to Federal regulations promulgated under authority of the Americans with Disabilities Act, 28 CFR '35.101 et seq., Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. '35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors. Contractor shall be responsible for and agrees to indemnify and hold harmless the County from all losses, damages, expenses, including attorney's fees, claims, demands, suits and actions brought by any party against the County as a result of Contractor's failure to comply with the provisions of this paragraph, and any other provisions in this Agreement. Notwithstanding the foregoing, to the extent this Agreement is a Service Provider Contract" (as defined under Pennsylvania Act No. 127 of 2022), Contractor shall have no obligation under this Section with respect to any loss that is caused by the negligence of the County.

28. CIVIL RIGHTS OF CLIENTS

- A. Contractor will not, on the grounds of race, color, sex, age, religious creed, disability, ancestry or national origin:
1. Deny an individual any services or other benefits;

2. Provide any services, or other benefits to an individual, which is different, or is provided in a different manner, from that provided to others;
 3. Subject any individual to segregation or separate treatment in any manner related to his/her receipt of any services or other benefits provided;
 4. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided;
 5. Treat an individual differently from others in determining whether he/she satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive any aid, care, services, or other benefits provided;
 6. Deny an individual an opportunity to participate through the provision of services as otherwise afforded others.
- B. Contractor, in determining (i) the types of services or other benefits to be provided (ii) the class of individuals to whom, or the situation in which, such services or other benefits will be provided, or (iii) the opportunity to participate, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, age, religious creed, disability, ancestry or national origin or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, age, religious creed, disability, ancestry or national origin.
- C. Contractor will establish a client grievance procedure that sets forth a protocol to handle client complaints regarding aspects of that client's treatment.

29. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Contractor, in accordance with 45 CFR Part 76, certifies that it shall provide a drug-free workplace by:

- A. Establishing a drug-free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace; and
 - (2) Contractor's policy of maintaining a drug-free workplace; and
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- B. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

- Contractor's workplace and specifying the actions that shall be taken against employees for violation of such prohibition.
- C. Including in the statement published pursuant to B above, a requirement that each employee, as a condition of employment, shall:
- (1) Abide by the terms of the statement; and
 - (2) Notify Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the County within ten days after receiving notice under subparagraph C(2), above, from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph C(2), above, with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or County health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs A, B, C, D and E above.

30. PRO-CHILDREN ACT OF 1994

Contractor shall agree to comply with the certification required by P.L. 103-227 Sections 1041-1044, 20 U.S.C. Sections 6081-6084, known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or County governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient hospital drug or alcohol treatment; Contractors whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the

Pro-Children Act of 1994.

31. PERSONNEL AGREEMENT

(This section is not applicable to fee-for-service agreements.)

Contractor agrees to comply with personnel procedures as set forth from time to time by the County, State, and Federal Government. Contractor agrees to have up-to-date personnel classification forms on file with the County for each staff member whose salary is funded by the County Program. The County will not be obligated to reimburse Contractor for salaries of staff members where such staff members' personnel classification forms have not been approved by the County. (NOTE: Not applicable to Adult & Family Services Programs – HSDF, Homeless Assistance and Emergency Shelter.)

Contractor also agrees to have on file, at the County Office, a copy of personnel policies that are distributed to staff members. The personnel policy shall include a formal grievance procedure for staff to handle complaints about termination or other types of grievances.

Contractor also agrees to have, in a manual of operations, a statement regarding hiring procedures. The statement should include the procedures used to advertise job openings, the selection process, and methods used to recruit minority workers as per an affirmative action statement.

32. AGREEMENT MODIFICATION AND AMENDMENT

- A. Except as otherwise expressly provided in this Agreement, with respect to changes in State or County policies, procedures or reports, no amendment or modification of this Agreement or the Appendices attached hereto shall have any force or effect unless it is written and signed by both parties.
- B. Contractor will submit in writing all requests for agreement amendments and modifications. County will review material submitted and if approved, amend the Agreement on County prescribed forms. Expenditures of funds prior to such approval will result in an audit exception.

33. PROGRAM CHANGES

The County may at any time, by written order, make changes in the statement of work, provided such changes are within the general scope of the statement of work.

34. OTHER CONTRACTORS

The County may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with other contractors and County employees and carefully

fit its work to such additional work. Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by County employees. This paragraph shall be included in the contracts of all contractors with whom Contractor will be required to cooperate. The County shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any Contractor.

35. SUBCONTRACTS

Except for those subcontracts specifically authorized by this Agreement, Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County, which shall be attached to the original Agreement, and subject to applicable conditions and provisions of the Pennsylvania Department of Human Services, Pennsylvania Department of Health, and the County; provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for the purchase by Contractor of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement.

The official authorized to give approval for the County is the Director, Department of Human Services.

No provision of this section and no such approval by the County of any subcontract shall be deemed in any event in any manner to provide for the incurrence of any obligation of the County in addition to the total agreed upon price.

36. CONFLICT OF INTEREST

- A. No Contractor or agent of Contractor shall be an agent of the County or an employee of the County. No officer, member or employee of the County who exercises any function or responsibilities under this Agreement, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member or employee of the County or member of its governing body have any interest, direct or indirect, in this Agreement of the proceeds.
- B. Contractor covenants that it presently has no interest and it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement, and it shall not knowingly employ any person having such interest. Contractor further certifies that no member of the board of Contractor or any of its officers or directors has such an adverse interest.
- C. At no time during the term of this Agreement or for a period of six months immediately following the expiration or termination of this Agreement for any

reason shall Contractor or its affiliates attempt to recruit, employ, or use the services of, directly or indirectly (including any part time or consulting work), any employee of the County without the County's prior written consent. The restrictions set forth in this paragraph shall not apply to an employee of County who has ceased working for County for more than six (6) months at the time he or she is hired by Contractor. This paragraph will survive termination or expiration of the Agreement.

37. INDEMNIFICATION

It is understood and agreed that Contractor shall assume all risks and responsibilities for losses of every description in connection with the performance of Contractor's duties under this Agreement, which can be attributed either directly or indirectly to Contractor.

In addition to any other obligations of Contractor under this Agreement, for rights and remedies available to Contractor under this Agreement, Contractor agrees to hold harmless the County, its officers, agents, servants, workmen, and employees from any and all claims, losses, damages, judgments, demands and/or liabilities (including but not limited to attorney's fees) to which the County, its officers, agents, servants, workmen and/or employees may become subject insofar as and to the extent that such losses, claims, damages and/or liabilities (or actions in respect thereof) arise out of the performance of this Agreement and are based upon any alleged act or omission of Contractor, its officers, agents, servants, workmen, and/or employees. In the event any claim is made or action brought against the County or any of its officers, agents, servants, workmen or employees as to which indemnification is required hereunder, the County may direct Contractor to assume the defense of the claim and any action brought thereon and pay all reasonable expenses incurred therein, including reasonable attorney's fees; or the County may assume the defense of any such claim or action, the costs (including reasonable attorney's fees) of which shall be paid in full by Contractor. The defense of any such claim shall include the taking of all actions necessary or appropriate thereto.

Notwithstanding the foregoing, to the extent this Agreement is a "Service Provider Contract" (as defined under Pennsylvania Act No. 127 of 2022), Contractor shall have no obligation under this Section with respect to any loss that is caused by the negligence of the County.

38. DISPUTES

(This section applies to Mental Health/Intellectual and Developmental Disabilities/Early Intervention agencies only.)

All claims against the County respecting any matter pertaining to this Agreement or any part thereof shall be referred to the Mental Health/Intellectual and Developmental Disabilities/Early Intervention Board or a committee thereof which shall hear the issues

and arguments involved in the dispute and develop recommendations to be forwarded to the appropriate County authority according to 55 PA Code Chapter 4300.139(d) as amended.

39. WHOLE AGREEMENT

This Agreement, with appendices incorporated by reference, supersedes all prior agreements and understandings, both written and oral, between the parties hereto, with respect to the subject matter hereof including, but not limited to, any prior contracts and amendments thereto.

A County agreement with a Contractor program does not constitute certification of compliance, licensure approval, nor guarantee a specific amount of funding for any individual project or services proposed.

40. CONTRACTOR RESPONSIBILITY PROVISIONS

Contractor certifies that it or any of its sub-contractors are compliance with all provisions of Medical Assistance Bulletin 99-11-05, which relates to screening of employees and contractors for exclusion from participation in Federal health care programs and the effect of exclusion on participation.

Contractor agrees to reimburse the County for the reasonable costs of investigation incurred by the Office of Inspector General for investigation of Contractor's compliance with terms of this or any other agreement between Contractor and the County which result in the suspension or debarment of Contractor. Such costs shall include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; expert witness, attorney's and documentary fees. Contractor shall not be responsible for investigative costs for investigations, which do not result in Contractor's suspension or debarment.

Contractor may obtain the current list of suspended and debarred Contractors by either searching the Internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services	Telephone Number	717-783-6472
Office of Chief Counsel	Fax Number	717-787-9138
603 North Office Building		
Harrisburg, PA 17125		

41. GENERIC DRUGS

If under this Agreement Contractor prescribes or dispenses drugs, it shall do so in accordance with Act 259 of November 24, 1976 P.L. 1163, 35 P.S. § 960.1 *et seq.*, as amended, and prescribe and dispense generically equivalent drugs rather than brand name

drugs whenever possible.

42. LAWS AND REGULATIONS

This Agreement is subject to the provisions of all pertinent Federal, State and County laws, rules, regulations, ordinances, bulletins, directives, letters, and the like and all amendments made thereto. Definitions of service, eligibility of recipients of service and other limitations on the purchase of the services established in this Agreement are subject to modification by amendments to Federal, State and County laws, rules, regulations, ordinances, bulletins, directives and letters without further notice to Contractor.

Notwithstanding any other provision of this Agreement, the parties hereto acknowledge and agree that each shall comply in all respects with all Federal, State, and County laws, rules, regulations, ordinances, bulletins, directives, letters and the like regarding the provision of services enumerated herein and pertaining thereto, as the aforesaid may be in effect from time to time.

43. PROHIBITION AGAINST ASSIGNMENT

Contractor shall not assign any part of this Agreement without the prior written approval of the County.

44. ASSIGNMENT OF AGREEMENT BY COUNTY

The County has the right to assign any part or all of its rights or obligations under this Agreement to one or more entities without the approval of Contractor.

45. TIME IS OF THE ESSENCE

Time is of the essence with respect to this Agreement.

46. WAIVER

No waiver by the County of a breach, default or event of non-compliance of this Agreement by Contractor shall be considered as a waiver of any other or subsequent breach or default.

47. INVALID PROVISION

Any provision of this Agreement which is in violation of State, Federal or County law, rule or regulation shall be deemed amended to conform with such law, rule or regulation, pursuant to the terms of this Agreement, except that if such change would materially and substantially alter the obligations of the parties under this Agreement, any such provision shall be renegotiated promptly, in good faith by the parties. The invalidity or

nonenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other terms or provisions hereof.

48. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to such Commonwealth's conflicts of law statutes or decisions.

49. CONSENT TO JURISDICTION

Contractor irrevocably consents to the exclusive jurisdiction in the Court of Common Pleas of Delaware County, Pennsylvania, in any and all actions and proceedings whether arising hereunder or under any other contract or undertaking and irrevocably agrees to service of process by certified mail, return receipt requested, or nationally recognized overnight courier to the address set forth herein.

50. THIRD PARTIES

No rights, causes of action, claims or obligations are intended to be created for Contractor or any subcontractors against the County by virtue of this Agreement or any Agreement between the County and the Pennsylvania Department of Health or the Pennsylvania Department of Human Services. No rights, causes of action, claims or obligations are intended to be created for the benefit of any third party by this Agreement.

51. NOTICES

Any notices or consents required or permitted by this Agreement shall be in writing and shall be deemed given if sent by telecopy or by nationally recognized overnight courier on the date such notice was telecopied or deposited with the overnight courier as follows unless such address is changed by written notice hereunder:

If to County: Delaware County Department of Human Services
20 S. 69th Street
Upper Darby, PA 19082
Attention: Director

With copy to: County Solicitor
Delaware County Government Center Building
201 West Front Street
Media, PA 19063

Notices sent to Contractor shall be sent to the address set forth at the beginning of this Agreement.

Any party may change its address by giving notice of a new address to the other party in accordance with this Section.

52. SURVIVAL

All warranties, representations and covenants made by Contractor herein or in any agreement referred to herein or in any certificate or document or other instrument delivered by it or on behalf of it under this Agreement shall be considered to have been relied upon by the County and shall survive the delivery to the County of this Agreement.

53. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes, and all of which, when taken together shall constitute but one and the same instrument.

54. NATURE OF THE REMEDIES

All rights and remedies granted to the County hereunder and under all other documents are otherwise available at law or in equity shall be deemed concurrent and cumulative and not alternative remedies and the County may proceed with any number of remedies at the same time until all obligations are satisfied in full. The exercise of any one right or remedy shall not be deemed a waiver, release of any right or remedy and the County upon and at any time after the occurrence of a default or event of non-compliance may proceed against Contractor or any other party at any time under any agreement with any available remedy and in any order.

55. HEADINGS

The section headings used herein are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

56. WAIVER OF JURY TRIAL

Each of the parties hereto irrevocably waives any and all right it may have to a trial by jury in any action, proceeding or claim of any nature relating to this Agreement or under any other documents or agreements executed in connection herewith. Each party acknowledges that the foregoing waiver is knowing and voluntary.

57. REPRESENTATIONS OF CONTRACTOR

- A. If Contractor is a corporation, then Contractor is a corporation duly organized and validly existing and subsisting under the laws of the state of

its incorporation and is in good standing and has lawful power and authority to engage in the business it conducts in the County, Commonwealth of Pennsylvania and in each other state where the nature and extent of its business requires qualification.

- B. The making and performance of this Agreement and any related agreements and each document required hereunder do not violate any law, rule or regulation, or any of the charter, minutes or bylaw provisions of Contractor, or violate or result in a default (immediately or with the passage of time) under any contract, agreement or instrument to which Contractor is a party or by which is bound. Contractor is not in violation or breach of any term of any agreement or instrument to which it is a party or by which is may be bound or of its charter, minutes or bylaws.
- C. Contractor has all requisite power and authority to enter into and perform this Agreement and to incur the obligations herein provided for and has taken all proper and necessary corporate actions to authorize the execution, delivery and performance of this Agreement and the documents and related agreements required hereby.
- D. This Agreement and all related agreements and documents required to be executed and delivered by Contractor hereunder when delivered will be valid and binding upon Contractor where applicable and enforceable in accordance with its terms.
- E. There are no judgments or judicial or administrative orders, proceedings or investigations involving Federal or state fraud and abuse laws and regulations pending or to the knowledge of Contractor threatened against Contractor in any court or before any governmental authority. Contractor is not in default with respect to any order of any governmental authority. To the best of Contractor's knowledge, neither Contractor nor any shareholder, member, officer or director of Contractor has been indicted in connection with or convicted or engaged in any criminal conduct or is currently subject to any lawsuit or proceeding or under investigation in connection with any anti-racketeering, fraud or abuse laws or other conduct or activity. Contractor and its employees have never been sanctioned by any Federal or State agency or governmental authority.

58. NOTICE AND REMEDY OF BREACHES

Contractor shall promptly give notice to the County of any actual or suspected material breach by Contractor or any other person of the provisions regarding confidentiality, whether or not intentional, and Contractor shall at its cost and expense, use best efforts immediately to take steps reasonably requested by the County to prevent or remedy the

breach. Contractor acknowledges that any breach of the confidentiality sections will result in irreparable injury to the County for which money damages could not adequately compensate. If there is a breach, the County shall be entitled, in addition to all other rights and remedies which the County may have at law and in equity, to have a decree of specific performance or injunction issued requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action which Contractor or any other person may have against the County will not constitute a defense or bar the enforcement of any of these provisions.

59. CONTRACTOR REPAYMENTS

Contractor agrees to reimburse the County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments or non-compliance with applicable policies and procedures.

PAYMENT SCHEDULE

INVOICING FEE-FOR-SERVICE PROGRAMS

In accordance with the rate setting package submitted by the Contractor, which is on file with the Delaware County Department of Human Services, the Contractor will be reimbursed on a fee-for-service basis at the rates set forth in Appendix Z - Budget. Payment will not be made for any client for whom a current service authorization is not in place.

County will not reimburse non-waiver fee-for-service residential contractors for days a consumer is hospitalized or on therapeutic leave.

Invoices must be submitted through the Pennsylvania Department of Human Services PROMISE™ System.

APPENDIX A

SOURCE OF FUNDS STATEMENT

All notices, informational pamphlets, press releases, research reports and similar public notices prepared by and released by the Contractor shall include the statement, "This project may be funded under a contract with Delaware County through the Delaware County Department of Human Services; the Pennsylvania Department of Human Services; the Pennsylvania Department of Agriculture; the City of Philadelphia, Office of Housing & Community Development and the U.S. Department of Housing & Urban Development; however, the Contractor is an independent contractor acting on its own behalf and not in behalf of the County of Delaware, the Commonwealth of Pennsylvania or the Federal Government".

APPENDIX D

[https://delcohsa-my.sharepoint.com/personal/simthavy_delcohsa_org/Documents/Desktop/ID CONTRACT/2.
Appendix_D.docx](https://delcohsa-my.sharepoint.com/personal/simthavy_delcohsa_org/Documents/Desktop/ID%20CONTRACT/2.Appendix_D.docx)
Rev. 6/00, 6/18, 5/21

NON-COMPLIANCE PROCEDURES

During the performance of this Contract/Agreement, the following conditions shall prevail for Non-Waiver Intellectual and Developmental Disabilities Services:

- A. The Contractor shall comply with and fulfill, in a timely and proper manner, its obligations under this Contract/Agreement and the provisions of the Mental Health/Intellectual Disabilities Act of 1966 and subsequent amendments, the Mental Health Procedures Act of 1976, as amended, the Child Protective Services Laws of 1975, as amended, and all regulations and bulletins promulgated by the Department of Human Services of the Commonwealth of Pennsylvania there under, which are hereby incorporated into this Contract/Agreement by reference.

- B. Any request for extension of the due dates must be in writing at least fifteen days prior to due date with detailed reasons to justify the extension. Submissions to satisfy compliance issues must be in writing.

- C. If the Contractor shall fail to fulfill in a timely or proper manner its obligations under this Contract/Agreement, or if the Contractor shall violate any of the covenants or stipulations of this Contract/Agreement, the County may issue a written notice of non-compliance to the Contractor requiring compliance within a specified period of time, but in no event less than fifteen days following receipt of said notice. If the Contractor shall fail to comply with the specified period of time, the County may exercise one of the following options:
 1. By written notice to the Contractor, cease payment for and withhold all otherwise allowable payments for the expense of the Contractor until such time as the Contractor complies with the requirements of the Notice of Non-Compliance; or

 2. If compliance is not achieved within thirty days of written notice, a non-retrievable 10% reduction in the Contractor's administrative expenses will be implemented and/or;

 3. If satisfactory compliance is not received within the following thirty days of written notice, an additional non-retrievable 20% reduction in the Contractor's administrative expenses will be implemented and/or;

 4. The Contractor's total allocation may be reduced by 5% in addition to any previous action.

APPENDIX E

https://delcohsa-my.sharepoint.com/personal/simthavy_delcohsa_org/Documents/Desktop/ID CONTRACT/3.

Appendix_E.docx

Page 1 of 2

Rev. 6/00, 3/01, 6/02, 6/06, 3/15, 6/18, 5/21

- D. It is further agreed that in the event funds to the County from State and Federal funds are not obtained and continued to an aggregate level sufficient to allow for the purchase of the indicated quantity of purchased services, the County may exercise one of the following options:

Continue the Contract/Agreement by reducing through written notice to the Contractor, the amount of the Contract/Agreement in a manner consistent with the nature, amount, and circumstances of the County's loss of State or Federal funding; provided, however, that any termination or reduction of this Contract/Agreement shall be without prejudice to any obligations or liabilities of either party incurred prior to such termination or reduction.

- E. The rights and remedies of the County provided in this provision shall not be exclusive and are in addition to any rights and remedies provided by law or under this Contract/Agreement.
- F. Contractor shall comply in full with all Quarterly/Semiannual Report requirements set forth in Appendix C, if applicable.

If the Contractor shall fail to submit required Quarterly/Semiannual Reports on a timely, complete, and accurate basis, Contractor shall be subject to the withholding of County Payments until all outstanding report requirements have been fully satisfied. No Quarterly/Semiannual Report submission will be considered satisfactory until it has met County standards for both completeness and accuracy.

Non-compliance includes, but is not limited to, the failure to submit reports or the submission of late or inaccurate reports, during the Term. Such non-compliance may also result in actions as described under Section C above.

APPENDIX E

https://delcohsa-my.sharepoint.com/personal/simthavy_delcohsa_org/Documents/Desktop/ID CONTRACT/3.

Appendix_E.docx

Page 2 of 2

Rev. 6/00, 3/01, 6/02, 6/06, 3/15, 6/18, 5/21

INSURANCE

Before the contract is awarded, and unless otherwise approved by the County of Delaware's (hereinafter referred to as the 'County') representative in writing, the Contractor/Provider shall, at its sole cost and expense, procure the following minimum types and limits of insurance, on forms reasonably acceptable to the County. Such insurance shall be maintained in full force and effect until completion of the Services or final acceptance of the entire Project or the completion of all post-acceptance warranty or related work by Contractor/Provider, whichever is later.

Coverage shall be obtained from reputable insurance carriers authorized to transact that class of business in the state where the work will be performed, or otherwise acceptable to the County, having an A.M. Best Rating of A- VII or better.

All insurance required herein shall be written on an "occurrence" basis, not "claims-made", with the exception of Professional Liability insurance, unless specifically approved by the County in writing.

The County of Delaware reserves the right to grant exception(s) to specific contractors with respect to the requirements herein, if deemed reasonable and if determined that such exception(s) are in the best interests of the County.

1. General Liability:

Commercial General Liability, written on an occurrence basis, covering bodily injury including death, and/or property damage to third parties, which may arise from ongoing and completed operations under the contract, whether such operations are performed by the Contractor/Provider or its subcontractors/subconsultants, anyone directly or indirectly employed by them, or anyone for whom they may be liable, with limits not less than:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Per Project Aggregate	\$2,000,000
Damage to Rented Premises	\$ 50,000
Medical Payments	\$ 10,000
Abuse/Molestation (if applicable to services provided)	\$1,000,000

The General Liability policy shall include contractual liability, covering liability assumed by the Contractor/Provider under the Indemnification and other provisions of the contract.

Any deductible under this coverage is subject to the County's approval, and shall be the sole responsibility of the Contractor/Provider.

2. Business Automobile Liability:

Business Automobile Liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of owned, non-owned, hired, and leased vehicles, including uninsured/underinsured motorists coverage, with limits not less than:

Combined Single Limit	\$ 1,000,000
Uninsured/Underinsured Motorists Liability Limit	\$ 1,000,000

3. Workers' Compensation and Employers Liability

Workers' Compensation and Employers Liability as required by the state in which the work will be performed, including "other states" coverage (if applicable), and USL&H and Jones Act coverage (if applicable), with limits not less than:

Workers' Compensation	Statutory
Bodily Injury, each Employee	\$500,000
Bodily Injury, each Accident	\$500,000
Disease, each Employee	\$500,000

If Contractor/Provider is an exempt self-insurer, sole proprietor, or independent contractor in Pennsylvania, a current exemption certificate shall be provided in lieu of evidence of Workers' Compensation coverage.

4. Umbrella Liability

Umbrella Liability applying excess of the General Liability, Automobile Liability, and Employers Liability policies, on a following-form basis, with limits not less than:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Hazardous work may require higher limits, as requested by the County.

5. All Risk Builders Risk (if applicable)

All Risk (Special Form) Builders Risk insurance, including Earthquake and Flood to the extent reasonably commercially available, providing protection for building, structures, and materials or equipment to be installed in the project, while in the course of construction, in transit to the project site, and while being retained in off-site storage.

The Builders Risk policy shall be written to cover 100% of the completed value of the project, at replacement cost valuation, with an agreed amount provision (coinsurance waived).

Any deductible under this coverage shall be no more than \$25,000 and shall be the sole responsibility of the Contractor.

The policy shall cover the insurable interests of the County, Contractor and Subcontractors in the Work. The County and Contractor waive all rights against each other for damages caused by fire or other perils to the extent payment is actually made under insurance provided under this paragraph, except such rights as they may have to the proceeds of such insurance held by the County. The Contractor shall require similar waivers by Subcontractors.

The County will procure such Builders Risk coverage in compliance with the above provisions, subject to information contained in Appendix 1, which shall be provided by Contractor following award of the bid.

6. Professional Liability/Errors & Omissions Insurance (if applicable)

All Contractors/Providers who will perform, or retain others to perform, professional services in connection with the work (including but not limited to Consultants, Architects, Engineers, Design-Build, Project/Construction Managers) shall provide Professional Liability insurance covering negligent acts, errors, or omissions in the performance of their work, with limits not less than:

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

7. Cyber Insurance

Provider shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering Provider for claims, losses, liabilities, judgements, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this Agreement, including any negligent or otherwise wrongful acts or omissions by Provider or any employee or agent thereof in such amounts and on such terms as are reasonably acceptable to Client, but in no event less than the following: \$3,000,000. This includes, but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the PA Act). Upon request, Provider shall furnish Client, upon request, as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. Provider shall not cancel or reduce any such insurance without prior written consent of Client. Provider shall notify Client in writing within five business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew or rescind cyber liability insurance or errors and omissions insurance.

8. Contractors Pollution Liability (if applicable)

All Contractors who will perform environmental services (including but not limited to asbestos or lead abatement, testing or remediation) shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

9. Performance & Other Bonds

Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations.

Contractor shall furnish a Maintenance Bond in an amount equal to ten percent (10%) of the Contract including Change Orders. This Maintenance Bond shall be effective for a period of one (1) year following the date established by the certificate of Substantial Completion.

All Bonds shall be executed by such Sureties as (i) are licensed to conduct business in the state where the Project is located, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act and the Surety's financial statement.

If the Surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to County.

General Insurance Provisions

All policies required hereunder other than Workers Compensation, Professional Liability, and Builders Risk shall name the County of Delaware, and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers as additional insureds on a primary and noncontributory basis, for losses arising from the negligence of the Contractor/Provider or its subcontractors, or anyone for whom they may be liable. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the County of Delaware, and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers, and/or other parties designated by the County.

Policies shall not be canceled, terminated, or non-renewed unless sixty (60) days prior written notice is sent by the insurer to the insured Contractor/Provider. Contractor/Provider shall immediately forward any such notice to County.

Contractor/Provider shall furnish to County Certificates of Insurance prior to the start of work, evidencing that all requirements have been met, and detailing the insurers providing coverage, types and limits of coverage, class of operations covered, and effective and expiration dates of coverage. Certificates shall specifically confirm the terms of coverage required herein, including Additional Insured status, waiver of subrogation, and that coverage is included for Abuse/Molestation (if applicable). A copy of the Additional Insured, Waiver of Subrogation, and Abuse/Molestation policy provisions or endorsements must be submitted with the Certificate. A renewal Certificate must be provided to County prior to the expiration date thereof.

Subcontractor/Subconsultants

Contractor/Provider shall require each subcontractor or subconsultant to provide insurance as outlined above. Such policies shall name the County of Delaware and its departments, offices, and agencies; Contractor/Provider; and the officers, directors, employees, agents, and volunteers of both, as additional insureds on a primary/noncontributory basis, for losses arising from the negligence of the subcontractor/subconsultant. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the Additional Insured parties.

Contractor/Provider shall be responsible for securing and maintaining certificates of insurance from all subcontractors/subconsultants evidencing the insurance coverages required herein.

The insurance coverages and limits required herein are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for Contractor/Provider or its subcontractors/subconsultants. **Meeting these minimum requirements shall in no way limit or relieve the Contractor/Provider liability and obligations under any other provision of the Contract.** The Contractor/Provider shall acquire,

at its own expense, any other Additional Insurance coverage it deems necessary for the protection of its work under this contract.

Self-Insurance

If Contractor/Provider maintains a self-insured program or a limited self-insurance program for any or all of the coverages listed above, a complete description of the program, with information on excess carriers and funding arrangements, and a copy of the Provider's most recent audited financial statement, must be provided to County for review and approval, such approval not to be unreasonably withheld.

If County grants such approval, Contractor/Provider understands and agrees that the County of Delaware, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers shall receive the same coverages and benefits under Contractor/Provider's self-insurance program that they would have received had the insurance requirements set forth above been satisfied with coverage provided by a commercial insurance company.

Non-Waiver of Indemnification

The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications required of Contractor/Provider, nor to limit Contractor/Provider's liability under this contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Contractor/Provider hereunder.

SPECIAL TERMS/CONDITIONS

- H-1 Provider agrees, at all times during the period services are provided, to be in compliance with all appropriate Pennsylvania Department of Human Services licenses, including but not limited to 3800, 6100, 6400, 6500, 6600, 2380 and 2390 licenses.

Provider agrees to comply, or to assist the Office of Intellectual and Developmental Disabilities to comply, with all court orders relevant to persons receiving supports from said provider, including Pennhurst.

Provider agrees to notify the County in writing 30 days in advance of any notice of termination of services for any individual. The individual must be maintained in the current placement until a new placement is secured.

Provider agrees to comply with Pennsylvania Department of Human Services Office of Developmental Programs Bulletin 00-21-02, Incident Management, and any subsequent regulations or updated bulletins related as such.

APPENDIX H-1



**Access Services Board of Directors
2023-2024**

<p>Cynthia Bergvall (Treasurer) 1233 Foal Circle Warrington, PA 18976</p> <p>Work: 215-343-2727 Fax: 215-343-8080 Cell: 215-264-1136</p> <p>Email: cbergvall@bbco-cpa.com Board Approval: 6/15/21 Term: 2nd Term expires 6/30/25 Employment: CPA</p>	<p>Percell Berry, Jr. (Chair) 2991 Horseshoe Drive Collegetown, PA 19426</p> <p>Work: 610-666-4074 Home: 610-584-3187 Cell: 215-783-1658</p> <p>Email: pberry2010@gmail.com Board Approval: 1/15/19 Term: 3rd Term expires 1/31/25 Employment: Chief Information Officer, Houghton International, Inc.</p>
<p>Thomas (Tom) Miorelli 303 Madison Avenue Souderton, PA 18964</p> <p>Work: Fax: Cell: 215-694-7537</p> <p>Email: tom.miorelli@merck.com Board Approval: 1/17/23 Term: 1st Term expires 1/30/25 Employment: Global Supply</p>	<p>Kelvin C. Pittman (Vice Chair) 1224 Ashbourne Road Elkins Park, PA 19027</p> <p>Cell: 267-236-4577 Fax: 215-635-1254</p> <p>Email: klvnpttmn1224@gmail.com Board Approval: 6/16/20 Term: 2nd Term expires 6/30/2024 Employment: Marketing/Public Relations / Organizational Development, AbbVie, Inc.</p>
<p>Susan M. Steege, President and CEO 101 Stockton Court Chalfont, PA 18914</p> <p>Work: 215-540-2150 Ext. 1239 Fax: 215-540-2165 Cell: 610-772-0647</p> <p>Email: ssteege@accessservices.org Employment: President and CEO, Access Services, Inc.</p>	<p>George Zauflik 55 Grandview Drive Ivyland, PA 18974</p> <p>Work: Cell: 215-264-1136</p> <p>Email: gzauflik@christshome.org Board Approval: 1/17/23 Term: 1st Term expires 1/30/25 Employment: Corporate Relations</p>

12/28/23

**DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES
APPENDIX U
AUDIT REQUIREMENTS**

TABLE OF CONTENTS

U-I OVERVIEW

Introduction	1
Obtaining an Engagement Letter	2
Interpretation of Appendix U	2
Auditor Independence	2
Audit Objectives	2
Audit Reporting Package Submission	3
Extension of Submission Date for Audit Reporting Package	3
Allocations of Indirect Costs	4
Retained Revenue	4
Fraud and Illegal Acts	4
Additional Audit Provisions	5
Special Purpose Reports	6

U-II GENERAL AUDIT REQUIREMENTS

Federally Mandated Audit Requirements	
Subpart F	7
Local Governments or Non-Profit Organizations	7
For-Profit Organizations	7
Federal Expenditures Notification	8
Types of Federal Audits	
Single Audits Performed Under the Uniform Guidance	8
Program Specific Audits Performed Under the Uniform Guidance	11

U-III THE COUNTY'S FUNDING SOURCES

Pennsylvania Department of Human Services Audit Guidelines	13
Pennsylvania Department of Drug and Alcohol Audit Guidelines	14

APPENDIX U EXHIBIT A	15
-----------------------------	-----------

APPENDIX U EXHIBIT B	17
-----------------------------	-----------

APPENDIX U EXHIBIT C	19
-----------------------------	-----------

APPENDIX U

**DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES
APPENDIX U
AUDIT REQUIREMENTS FOR SUBRECIPIENT ORGANIZATIONS**

U-I OVERVIEW

Introduction

The purpose of Appendix U is to set forth audit guidance for provider organizations receiving financial assistance from the Delaware County Department of Human Services (County) either directly or as a subrecipient of a pass-through award. This audit guidance is applicable to the following Delaware County Human Services programs:

- Mental Health
- Intellectual and Developmental Disabilities
- Early Intervention
- Drug and Alcohol
- Adult and Family Services
- Child Welfare

Depending on the type and amount of funding received, an audit of the financial assistance provided in connection with the County contract may be required. Awards received from the County may include federal, state, or county financial assistance. In addition to Federal audit requirements, the Commonwealth of Pennsylvania Department of Human Services (DHS) and the Pennsylvania Department of Drug and Alcohol (DDAP) have unique audit requirements which need to be considered in the determination of audit compliance.

Any pass-through of federal awards is required to be reported by subrecipients on the same basis as is required for federal financial assistance received directly from a federal awarding agency.

The County is responsible for ensuring that the financial statements of its subrecipients are appropriately audited in accordance with *Government Auditing Standards* (the Yellow Book), applicable program requirements and contract provisions, and, when appropriate, the Single Audit Act Amendments of 1996, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) of the Office of Management and Budget (OMB), the Pennsylvania Department of Human Services Single Audit Supplement, and the Pennsylvania Department of Drug and Alcohol audit guidelines.

APPENDIX U

Standard Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

Obtaining an Engagement Letter

For all audits performed in accordance with the provisions of Appendix U, the subrecipient organization must have executed a written engagement letter with its independent auditor establishing an understanding about the services to be performed. The engagement letter should specify the responsibilities of both the subrecipient organization and the auditor and the objectives and scope of the engagement.

Interpretation of Appendix U

Any questions pertaining to Appendix U should be referred to:

Human Services Accountant
 Department of Human Services
 20 South 69th Street, 4th Floor
 Upper Darby, PA 19082
 Phone No.: 610-713-2115
 Fax No.: 610-713-2326

Auditor Independence

Subrecipient organizations shall ensure that the audit organization and the auditors performing the audit work are independent of mind as well as in appearance. It is crucial that the audit organization and the audit team act with integrity and exercise objectivity and professional skepticism.

Audit Objectives

The audit must be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAGAS or Yellow Book), issued by the Comptroller General of the United States. A Yellow Book audit can be required by law, regulation, agreement, contract, or policy. The most common Yellow Book audits are those required as part of a Single Audit performed under Subpart F of the Uniform Guidance, which supersedes OMB Circular A-133 audit requirements. A Single Audit is required if the organization expends more than a specified amount of federal awards. Another common way an organization may be subject to the Yellow Book requirements is because of provisions included in grant agreements or contracts regardless of the amount of federal awards expended. The Yellow Book incorporates GAAS. Thus, performing a financial audit requires auditing the financial statements in accordance with GAAS, as well as following the additional general, field work, and reporting standards contained in *Government Auditing Standards*. This includes testing and reporting on compliance with laws, regulations, and provisions of contracts or grant agreements for which noncompliance would be

APPENDIX U

Standard_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

material to the financial statements. An audit of financial statements in accordance with the Yellow Book may include additional reporting and documentation responsibilities.

The subrecipient organization may satisfy the audit requirements of this contract by obtaining a Single Audit in accordance with the provisions of Subpart F of the Uniform Guidance. Either a Program Specific Audit or an organization-wide Single Audit, performed in accordance with applicable federal, state and county requirements, may be acceptable. In some instances, the auditee may elect to have a series of audits covering departments, agencies, or other organizational units that expended or otherwise administered federal awards, providing that each such audit encompasses the necessary financial reporting requirements for each such department, agency, or other organizational unit.

The subrecipient organization's audited financial report is utilized by the County to meet its responsibilities in overseeing its programs and assuring the integrity of funds expended. Upon completion of the audit, the supporting audit workpapers shall be made available, upon request, in connection with a quality review, to resolve any audit findings or to carry out oversight responsibilities.

Audit Reporting Package Submission

The County requests that one copy of the audit reporting package conforming to this Appendix U be delivered to the County at the following address:

Human Services Accountant
Delaware County Department of Human Services
20 South 69th Street, 4th Floor
Upper Darby, Pennsylvania 19082

The audit reporting package submission date is 30 days after completion of the audit, but in any event, not later than 9 months after the end of the audit period. However, earlier submission to the County is encouraged.

Extension of Submission Date for Audit Reporting Package

If it is determined that the audit reporting package cannot be submitted to the County before the due date, a written request for extension must be made by submission of Exhibit C to the County. The request must be received by the County at least 2 weeks prior to the due date.

The County may impose sanctions whenever the audit package is not timely submitted and an extension request has not been granted.

APPENDIX U

Allocations of Indirect Costs

Indirect costs are those costs incurred for a common or joint purpose benefiting more than one cost objective or not readily assignable to the cost objective specifically benefited without effort disproportionate to the results achieved. Indirect costs can be allocated on an individual line-item basis or collected in an expense pool and allocated in total, utilizing an appropriate base on which to allocate the indirect expenses. In order to achieve equitable cost allocation, a plan must be established to define which costs are to be charged directly and which costs are to be treated as common or indirect costs.

If indirect costs are allocated, then the auditor has responsibility concerning the reasonableness of the allocation. The main purpose in allocating indirect costs is to ensure that each program bears its fair share of costs compared to other programs. Indirect costs are charged by way of a cost allocation plan. The cost allocation plan should ensure that:

- Costs are consistent and logical;
- The allocation includes only costs incurred for a common or joint purpose that benefit more than one program and are not readily assignable to one program;
- Each program bears its fair share of costs compared to other programs;
- Indirect costs are not charged as both direct and indirect costs; and
- The same indirect costs are not being charged to different programs.

Retained Revenue

Delaware County Human Services programs may approve retained revenue allowances by subrecipients by specifically including special retained revenue provisions in the contract. In no case will retained revenue allowances exceed 3% of the total gross revenues applicable to any contract funding representing pass-through funding from Pennsylvania Department of Human Services.

Fraud and Illegal Acts

If fraud or illegal acts are discovered, the auditor should notify the primary executive officer of the subrecipient organization. The subrecipient organization should then promptly notify the County. If the subrecipient's primary executive officer is in any way involved with the acts, the auditor should then notify the County directly. The County will, in turn, take the matter to the funding agency. There is no level of materiality to be considered when reporting fraud or illegal acts.

APPENDIX U

Standard_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

Additional Audit Provisions

Subrecipient organizations can be required to have audits by contract or other means, even when the audit would not be required by law.

The County, federal, and state agencies, or their authorized representatives, reserve the right to perform additional audits of a financial and/or performance nature, if deemed necessary in carrying out their program administration and monitoring responsibilities. Any such additional work may rely on the work already performed by the Subrecipient's auditor, and the costs for any additional work performed will be borne by those agencies at no additional expense to the Subrecipient. A federal awarding agency may request that a specific federal program be audited as a major program in lieu of the federal awarding agency conducting or arranging for additional audits.

If it is decided by the County that an audit of this contract will be performed, the Subrecipient will be given advance notice. The Subrecipient shall maintain books, records, and documents that support the services provided, that the fees retained are in accordance with the contract, and that the Subrecipient has complied with the contract terms and conditions. The Subrecipient agrees to make available, upon reasonable notice, at the office of the Subrecipient, during normal business hours, for the term of this contract and the retention period set forth in this Appendix U, all books, records, and documents for inspection, audit, or reproduction by the County or a state or federal agency or their authorized representative.

Audit working papers and audit reports must be retained by the Subrecipient's auditor for a minimum of three years from the date of issuance of the audit report, unless the Subrecipient or the Subrecipient's auditor is notified in writing by the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or the County, to extend the retention period. The term "cognizant agency" means any Federal or State agency that has the primary audit or oversight responsibility for a particular contractor or grantee. Audit working papers must be made available, upon request, to the cognizant or oversight agency for audit or its designee, cognizant agency for indirect costs, a federal agency, General Accounting Office, the County or its designee at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities. Access to audit documentation includes the right to obtain copies of audit documentation, as is reasonable and necessary.

The Subrecipient shall preserve all books, records, and documents related to the program year for at least three years from the contract expiration date, or until all questioned costs or activities have been resolved to the satisfaction of the grantor or pass-through agency, or as required by applicable federal laws and regulations, whichever is longer. If the program contract is completely or partially terminated,

APPENDIX U

Standard_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

Special Purpose Reports

The County may require the subrecipient organization or its auditor to issue other reports in addition to those reports addressed in Appendix U. Special Purpose Reports will generally be referenced in the contract.

REMAINDER OF PAGE
INTENTIONALLY LEFT BLANK

APPENDIX U

Standard_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

U-II GENERAL AUDIT REQUIREMENTS

A. Federally Mandated Audit Requirements

Subpart F

The subrecipient organization must comply with all federal, state, and county audit requirements including the *Single Audit Act*, as amended, Subpart F of the Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*, state audit supplements and audit requirements, other applicable laws or regulations, and any amendments to such other applicable laws or regulations which may be enacted or promulgated by federal, state, or local government.

Local Governments or Non-Profit Organizations

If the subrecipient organization expends total federal awards of \$750,000 or more (from all funding sources) during its fiscal year, either directly from the federal government or indirectly from a recipient of federal funds, the subrecipient organization is required to have a Single Audit or Program Specific Audit performed in accordance with the provisions of Subpart F of the Uniform Guidance.

If the subrecipient organization expends total federal awards of less than \$750,000 (from all funding sources) during its fiscal year, it is exempt from these audit requirements. However, it is required to maintain auditable records of federal, state, and local funds that supplement such awards, and to provide access to such records by federal, state, and local agencies or their designees for a period of at least 5 years after the report release date or for any additional period requested. An organization expending less than \$750,000 in federal funds may nevertheless be subject to audit requirements specific to the programs from which they receive funds.

For-Profit Organizations

The Uniform Guidance applies primarily to state and local governments, Indian tribes, institutions of higher education and nonprofit organizations that carry out a federal award as a recipient or subrecipient. However, a subrecipient organization is not exempt from reporting requirements on the basis that it is a for-profit entity. Where funding has been passed through to a for-profit subrecipient, the primary recipient or subrecipient must ensure compliance with applicable laws and regulations. This can be accomplished through pre-award audits, monitoring and post-award audits. Specific audit requirements may also be included in the contract with the for-profit recipient. In some cases, program-specific audits may be required.

APPENDIX U

Standard_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

B. Federal Expenditures Notification

Subrecipient organizations receiving funding from the Delaware County Department of Human Services are required to provide the County with notification regarding federal expenditures. The purpose of this notification is to determine which of the County's subrecipient organizations has met the Uniform Guidance Single Audit threshold. The notification is to be completed and forwarded to the Delaware County Department of Human Services within 45 days after the subrecipient's fiscal year end. The schedule format appears as Exhibit B on page 17 of this Appendix U. Subrecipient organizations not meeting the Single Audit threshold are required to provide the County with certain information described on page 2 of Exhibit B.

C. Types of Federal Audits

1. Single Audits Performed Under the Uniform Guidance

General: The Single Audit shall be conducted in accordance with GAGAS/Yellow Book. The audit shall cover the entire operations of the auditee or at the option of the auditee, a series of audits that cover departments, agencies, and other organizational units which expended, or otherwise administered, federal awards during the fiscal year. Each such audit shall encompass the financial statements and Schedule of Expenditures of Federal Awards. The audited financial statements and the Schedule of Expenditures of Federal Awards shall be presented for the same fiscal year.

Financial Statements: The auditor shall determine whether the financial statements of the auditee are presented fairly in all material respects in conformity with U.S. generally accepted accounting principles. The auditor shall also determine whether the Schedule of Expenditures of Federal Awards is presented fairly in all material respects in relation to the auditee's financial statements taken as a whole.

Other Reports: The auditor shall issue a Yellow Book report on internal control over financial reporting and on compliance and other matters and a Single Audit report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance.

Audit Follow-up: The auditor shall follow-up on prior audit findings, perform procedures to assess the reasonableness of the Summary Schedule of Prior Audit Findings prepared by the auditee, and report, as a current year audit finding, if it is concluded that the Summary Schedule of Prior Audit Findings materially misrepresents the status of any prior year finding. The auditor shall perform audit follow-up procedures, regardless of whether a prior audit finding relates to a major program, in the current year.

APPENDIX U

Standard_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

Single Audit Reporting Package Requirements Checklist:

- Financial statements that reflect financial position, results of operations, or changes in net assets and, when appropriate, cash flows for the fiscal year.
- Schedule of Expenditures of federal, state & local awards for the period covered by the financial statements.
- Summary schedule of prior audit findings
- The auditor's opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in accordance with generally accepted accounting principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.
- A report on internal control over financial reporting and compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, noncompliance with which could have a material effect on the financial statements. This report must describe the scope of testing of internal control and compliance and the results of the tests, and, where applicable, it will refer to the separate schedule of findings and questioned costs.
- A report on compliance for each major program and on internal control over compliance. This report must describe the scope of testing of internal control over compliance, include an opinion or modified opinion as to whether the auditee complied with Federal statutes, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on each major program and refer to the separate schedule of findings and questioned costs.
- A schedule of findings and questioned costs which must include the following three components:
 - (1) A summary of the auditor's results, which must include:
 - (i) The type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP (i.e., unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);
 - (ii) Where applicable, a statement about whether significant deficiencies or material weaknesses in internal control were disclosed by the audit of the financial statements;
 - (iii) A statement as to whether the audit disclosed any noncompliance that is material to the financial statements of the auditee;

APPENDIX U

Standard Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

- (iv) Where applicable, a statement about whether significant deficiencies or material weaknesses in internal control over major programs were disclosed by the audit;
 - (v) The type of report the auditor issued on compliance for major programs (i.e., unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);
 - (vi) A statement as to whether the audit disclosed any audit findings that the auditor is required to report;
 - (vii) An identification of each individual major program, or in the case of a cluster of programs, the cluster name as shown on the Schedule of Expenditures of Federal Awards;
 - (viii) The dollar threshold used to distinguish between Type A and Type B programs; and
 - (ix) A statement as to whether the auditee qualified as a low-risk auditee under the criteria for a low-risk auditee.
- (2) Findings relating to the financial statements which are required to be reported in accordance with GAGAS.
- (3) Findings and questioned costs for Federal awards.
- (i) Audit findings (e.g., internal control findings, compliance findings, questioned costs, or fraud) that relate to the same issue should be presented as a single audit finding. Where practical, audit findings should be organized by Federal agency or pass-through entity.
 - (ii) Audit findings that relate to both the financial statements and Federal awards should be reported in both sections of the schedule.
- Corrective action plan on all current year findings and a summary schedule of prior audit findings. When audit findings were not corrected or only partially corrected, the summary schedule must describe the reasons for the finding's recurrence and planned corrective action.
 - Data Collection Form stating whether the audit was completed in accordance with the standards for the audit of non-federal entities expending federal awards. The Data Collection Form also provides information about the auditee, its federal programs, and the results of the audit.
 - Management Letter issued by the auditor.
 - Delaware County Supplemental Schedule and related report (Appendix U -Exhibit A).

APPENDIX U

2. Program Specific Audits Performed Under the Uniform Guidance

A subrecipient that expends \$750,000 in federal awards in any year may elect to have a Program Specific Audit, an audit of one federal program, rather than a Single Audit, if the subrecipient expends its federal awards under only one program (CFDA No.), excluding research and development, and that federal program's laws, regulations, or grant requirements do not require a financial statement audit of the entity.

Some federal assistance programs make available a Program Specific Audit Guide. If such a guide exists, it must be followed. A Program Specific Audit Guide provides specific guidance with respect to internal control, compliance requirements, suggested audit procedures, and audit reporting requirements. A listing of current program-specific audit guides can be found in the compliance supplement, including federal awarding agency contact information and a web site where a copy of the guide can be obtained. The auditor shall follow GAGAS/Yellow Book and the audit guide when performing a Program Specific Audit.

In those instances where a Federal Program Specific Audit Guide is available, the audit reporting package for a Program Specific Audit may be different and should be prepared in accordance with the audit guide. If a guide does not exist, the same basic responsibilities exist for the federal program as they would for an audit of a major program in a Single Audit.

The auditor must perform an audit of the financial statement(s) for the federal program in accordance with GAGAS/Yellow Book, must obtain an understanding of the subrecipient's internal control, and must perform tests of internal control as would be required for a major program. Also, the auditor must determine whether the auditee has complied with laws, regulations, and the provision of the grant agreements that could have a direct and material effect on the program as would be required for a major program, follow-up on prior year findings, and report any current year findings.

Program Specific Audit Reporting Package Checklist (when an audit guide is not available):

The Auditee Responsibilities

- Financial statements for the federal program that include, at a minimum, a schedule of federal expenditures of federal awards for the program and notes that describe the significant accounting policies used in preparing the schedule.
- Summary schedule of prior audit findings.
- Audit findings follow-up.

APPENDIX U

Standard_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

- Corrective action plan.

The Auditor Responsibilities

- Perform an audit in accordance with GAGAS.
- Obtain an understanding of internal controls and perform tests of internal controls over the federal program.
- Perform procedures to determine that the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on the federal program.
- Follow up on prior audit findings and perform procedures to assess the reasonableness of the summary schedule of prior audit findings.
- Report on audit findings.
- Issue the following reports:
 - (i) An opinion (or disclaimer of opinion) as to whether the financial statement(s) of the Federal program is/are presented fairly in all material respects in accordance with the stated accounting policies;
 - (ii) A report on internal control related to the Federal program, which must describe the scope of testing of internal control and the results of the tests;
 - (iii) A report on compliance which includes an opinion (or disclaimer of opinion) as to whether the auditee complied with laws, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on the Federal program; and
 - (iv) A schedule of findings and questioned costs for the Federal program that includes a summary of the auditor's results relative to the Federal program.

In certain instances, a Yellow Book report on compliance and on internal control over financial reporting with appropriate report modifications for a program-specific audit may be required.

APPENDIX U

Standard_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

U-III THE COUNTY'S FUNDING SOURCES

The Delaware County Department of Human Services funds its human services programs primarily by the pass-through of funding received from the Pennsylvania Department of Human Services (DHS) and the Pennsylvania Department of Drug and Alcohol (DDAP). Auditors of subrecipient organizations should become familiar with the DHS Single Audit Supplement, Pennsylvania Code Title 55, the Bureau of Drug and Alcohol Fiscal Manual and the Pennsylvania Department of Health Audit Requirements.

A. Pennsylvania Department of Human Services (DHS) Audit Guidelines

DHS requires the County to be responsible for ensuring that its subrecipients/ subcontractors are audited in accordance with the Yellow Book and, when appropriate, with the Single Audit Act and the Uniform Guidance. The County manages its subrecipient organization audits by contract.

A Single Audit or program-specific audit in accordance with the Uniform Guidance is acceptable from any entity required to have one. However, the County may require an audit in accordance with Generally Accepted Government Auditing Standards even when expenditures do not exceed the Single Audit threshold.

DHS issues an Administrative Bulletin annually for the purpose of updating and releasing its Single Audit Supplement. Independent auditors of programs funded via DHS either directly or as pass-through funds are responsible for reviewing and implementing the procedures contained in the Single Audit Supplement. Accordingly, the County herewith passes down all applicable sections of the DHS Single Audit Supplement to its subrecipients who receive DHS funds passed through the County. DHS includes the Single Audit Supplement on the DHS website:

<http://www.dhs.state.pa.us/publications/index.htm>

The Single Audit Supplement contains Common Requirements representing compliance requirements applicable to all programs funded through DHS. It also provides compliance requirements specific to DHS funded programs. It specifies certain suggested audit procedures that are applicable to subrecipients of service. The Single Audit Supplement is not intended to supersede federal or Commonwealth of Pennsylvania policy, nor is it intended to serve as an all-inclusive audit manual or to supplant the auditor's judgment concerning the audit work required. The DHS Audit Supplement also follows the Uniform Guidance regarding the determination of major programs. Activities are governed by PA Code Regulations: Title 55.

APPENDIX U

Standard_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

The Bureau of Financial Operations plans, organizes, directs, and controls financial support within the Pennsylvania Department of Human Services. These activities include the resolution of audits, providing technical support on county and subrecipient human services programs and conducting performance audits and reviews of DHS-funded programs. BFO's Audit Resolution Section manages and reviews DHS's subrecipient audits from counties and non-profit agencies and these audits can become the basis for any audit adjustments to the contracts and grants.

B. Pennsylvania Department of Drug and Alcohol Audit Guidelines

The Pennsylvania Department of Drug and Alcohol was formerly administered under the Department of Health. In 2012, it became a department in its own right.

The audit requirements for DDAP funded contracts are incorporated by reference to its funding requirements. DDAP's audit requirements were last revised in July 2015. The Department has also published a Fiscal Manual, which covers the period July 2015 through June 2020.

DDAP subscribes to the federally mandated audit requirements for contracts that are federally funded. Accordingly, if total federal awards of \$750,000 or more received either directly from the federal government or indirectly from a recipient of federal funds are expended during the organization's fiscal year, an audit in accordance with the provisions of the Uniform Guidance is required. This requirement is stipulated regardless of the amount of state funds expended.

DDAP mandates performance of a financial audit made in accordance with the provisions of GAGAS for any contract if less than \$750,000 of federal funds but more than \$500,000 of state funds are expended during the state fiscal year (July 1 - June 30).

Unless stated otherwise in the contract, DDAP does not require an audit if:

- The organization expends less than \$500,000 of state funds under the contract during the state fiscal year and expends less than \$750,000 in federal awards received from all sources during its fiscal year; or
- All contract funds are received on a strictly fee-for-service basis.

Even if the recipient organization is not required to have an audit performed, it is required to maintain auditable records of federal, state, and county awards and expenditures and to provide access to its records by federal, state, and county agencies or their designees.

APPENDIX U

Standard_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

**SUPPLEMENTARY FINANCIAL SCHEDULES
AND AGREED-UPON PROCEDURES REPORT**

Whenever Delaware County Human Services awards are passed down to subrecipient organizations, the recipient organizations are required to submit supplementary financial schedules to the County. The supplemental financial schedules should be considered an integral part of the subrecipient’s audit package. The supplemental financial schedule required under Appendix U Exhibit A identifies all revenue support received by the subrecipient organization from Delaware County Human Services and reconciles that information to the total of all revenue reported by the subrecipient organization in its audited financial statements for that period. This schedule is to be accompanied by an auditor’s report on additional information accompanying the basic financial statements.

An illustrative presentation of the format of the supplementary financial schedule report on additional information is presented below.

A. Reconciliation of Support Received from Delaware County Department of Human Services (Appendix U Exhibit A)

EXAMPLE – Report on Reconciliation of Support Received

**INDEPENDENT AUDITOR’S REPORT
ON ADDITIONAL INFORMATION**

To _____

We have audited the financial statements of _____ as of and for the year ended June 30, ____, and have issued our report thereon dated _____, which contained (an unqualified opinion) on those financial statements. Our report was performed for the purpose of forming an opinion on the financial statements as a whole. The Reconciliation of Support Received from Delaware County Department of Human Services (Appendix U Exhibit A) is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Auditor’s Signature

Date of report on the basic financial statements.

 (NAME OF SUBRECIPIENT ORGANIZATION)
 RECONCILIATION OF SUPPORT RECEIVED FROM
 DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES
 YEAR ENDED JUNE 30, _____

Revenue recognized as support received from Delaware County
 (indicate by Delaware County Program):

	<u>Federal</u>	<u>State and Local</u>	<u>Other</u>	<u>Total</u>
Mental Health	_____	_____	_____	_____
Intellectual and Developmental Disabilities	_____	_____	_____	_____
Early Intervention	_____	_____	_____	_____
Drug and Alcohol	_____	_____	_____	_____
Adult and Family Services	_____	_____	_____	_____
Children & Youth Services	_____	_____	_____	_____
Juvenile Probation	_____	_____	_____	_____
 Total	 _____	 _____	 _____	 _____
 Other revenue recognized	 _____	 _____	 _____	 _____
 Total revenue recognized	 _____	 _____	 _____	 _____

Note: Total revenue should be reconcilable to the audited financial statements of the subrecipient organization.

NOTIFICATION OF SINGLE AUDIT STATUS

This is to certify that _____ (subrecipient organization) is subject to compliance with the item marked below for the Fiscal Year Ending _____ (Last Day of Entity Fiscal Year):

- The Organization Expended \$750,000 or more in federal financial assistance during the fiscal year ended _____. We understand that a copy of our Single Audit Report must be submitted to Delaware County Department of Human Services within the earlier of 30 days after completion of the audit, or nine months after the end of the fiscal year.
- The Organization expended \$750,000 or more in federal financial assistance on **a single federal program**, therefore we have elected to have a program-specific audit of the contract in lieu of a single audit. We understand that a copy of our program-specific audit must be submitted to Delaware County Department of Human Services within the earlier of 30 days after completion of the program audit, or nine months after the end of the audit period.
- The Organization expended total federal financial assistance of less than \$750,000 during the fiscal year ended _____, therefore it is exempt with respect to filing a Single Audit Report for that year. We understand however, that we may be asked to provide access to the records we are required to maintain concerning such federal assistance. (Submit page 2 within nine months after the end of the fiscal year.)
- The Organization is a for-profit organization and is therefore not subject to the requirements of the Uniform Guidance. (Submit page 2 within nine months after the end of the fiscal year.)

We understand that a copy of the applicable report must be submitted by the required deadline to:

Human Services Accountant
Delaware County Department of Human Services
20 South 69th Street, 4th Floor
Upper Darby, PA 19082

We further understand that our failure to submit any applicable report(s) by the required deadline may result in the suspension of payments or prevent the award of future grants.

Signature of Authorized Official

Date

Title of Authorized Official

AUDIT STATUS NOTIFICATION LETTER
(Required for Subrecipient Organizations claiming exemption from audit submission requirements)

Please complete the following information, sign after the statement below, and fax it to 610-713-2326. The form is due to the Delaware County Department of Human Services within nine months after the end of the subrecipient organization's fiscal year.

Subrecipient Organization: _____

Address: _____

Fiscal Year Ended (month/date/year): _____

Agency Contact Person (Name, Title, Phone #): _____

I certify that the Subrecipient Organization identified above expended less than \$750,000 in federal awards from all funding sources for the fiscal year ended _____ or is a for-profit organization. I also certify that **(CHECK ONE)**:

- The Subrecipient organization's financial statement audit did not include any disclosures related to current or prior years that could negatively impact Delaware County-funded programs (including, but not limited to, fraud, going concern uncertainties, financial statement misstatements and violations of contract and grant provisions), or
- A financial statement audit has not been conducted for the above-mentioned fiscal year.

Signature

Print Name/Title
(Financial Director or Designee)

Date

APPENDIX U EXHIBIT C

DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES
SUBRECIPIENT REQUEST FOR EXTENSION
RELATED TO SUBMISSION OF AUDITED FINANCIAL STATEMENTS

Subrecipient Organization: _____

Address: _____

Fiscal Year Ended: _____

Name of Subrecipient Organization Contact Person: _____

Phone #: _____ Fax #: _____

Email: _____

Subrecipient requests an extension of the due date for report submission until _____.

Explanation and Justification:

Signature and Title Date

Submit this request by mail, or fax to:

Mail: Delaware County Department of Human Services
Attention: Human Services Accountant
20 South 69th Street, 4th Floor
Upper Darby, PA 19082

Fax: Attention: Human Services Accountant
610-713-2326

FOR USE BY DELAWARE COUNTY

____ Request Approved
____ Request Not Approved
By: _____
Delaware County Department of Human Services Date

APPENDIX U

Program Narrative

Agency Name: _____

Contract Address: _____

Agency Point of Contact: _____

Point of Contact Email Address: _____

Phone Number Point of Contact: _____

Hours of Operation: _____

Emergency on-call number _____

Service location(s): _____

Agency Mission Statement: _____

INVOICING SUBMISSION REQUIREMENTS

Per your preference, invoices may be sent via mail **OR** email as follows:

Invoices submitted via mail to:

Accounts Payable Department
 Department of Human Services Administration
 20 South 69th Street, 4TH Floor
 Upper Darby, PA 19082

Invoices submitted electronically to:

Delcohsa_ap@delcohsa.org

****NOTE: TO AVOID DUPLICATION DO NOT SEND THE INVOICE IN BOTH FORMATS AND DO NOT COPY OTHER INDIVIDUALS***

Basic Invoice Requirements

- All invoices must be signed, dated and include a unique invoice number as well as the County Program Office and Program Name
- All invoices must include a coversheet if client specific data is included (See sample attached of both Fee for Service & Cost Reimbursement invoice coversheets)
- All invoices must include detail to support amount due – as per directed / mandated by your Assigned Program / Fiscal County Staff

Additional Electronic Submission Requirements

- Submit invoices separately, one email for each invoice
- Invoice must be in PDF format only; any other format will be rejected by Accounts Payable
- Email subject line must include your Agency's name, County Program / Program name for which the invoice is being submitted, Invoice #, Invoice Date and Invoice amount

APPENDIX AA

((Provider letterhead, address, etc))

**To: Accounts Payable
Delaware County Department of Human Services
20 South 69th Street, 4th Floor
Upper Darby, PA 19082**

DHS PROGRAM OFFICE: _____

PROGRAM NAME: _____

INVOICE DATE: _____

INVOICE # _____

SERVICE MONTH: _____

INVOICE AMOUNT: \$ _____

((Signature))
((Title))

APPENDIX AA

Provider Name / Location
Delaware County DHS Program Office

Program Name
Service Month

Service / Level of Care	Total Units	Rate	Total Service / Program Expenses
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Total Invoice		\$	-

Date

Authorized Signature

DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES HIPAA BUSINESS ASSOCIATE AGREEMENT

WHEREAS, the Delaware County Department of Human Services (Covered Entity) and Provider (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, as amended, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa.C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, 42 C.F.R. §§ 431.301-431,302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, the Pennsylvania Breach of Personal Information Notification Act, 73 P.S. § 2301 et seq., and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance.

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be used or disclosed only in accordance with the Agreement and the standards established by applicable laws and agency guidance.

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI must be handled in accordance with this BAA and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions.

- A. "Agreement" shall mean all agreements between the parties pursuant to which Business Associate provides services to the Covered Entity under which it receives PHI from Covered Entity.
- B. "BAA" shall mean this Business Associate Agreement.
- C. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- D. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
- E. "Privacy Rule" shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.
- F. "Protected Health Information" or "PHI" shall have the meaning given to such term under HIPAA, the HITECH Act and applicable regulations and agency guidance, limited that which relates to or arises from the Agreement.
- G. "Security Rule" shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.

APPENDIX CC

- H. "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH regulations and agency guidance or as otherwise defined in the HITECH Act.
- I. The following terms used in this BAA shall have the meaning given to such terms under HIPAA, the HITECH Act and applicable regulations and agency guidance: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. **Stated Purposes For Which Business Associate May Use Or Disclose PHI.** The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for the following stated purposes, except as otherwise stated in this Agreement.

NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.

3. BUSINESS ASSOCIATE OBLIGATIONS:

- A. **Limits On Use And Further Disclosure Established By Agreement And Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by the Agreement or as required by law and agency guidance.
- B. **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable Minimum Necessary requirements as set forth in applicable federal and state statutory and regulatory requirements and agency guidance. Such safeguards shall include, without limitation, a reasonable security risk assessment and mitigation process, pursuant to which it prepares written reports. Business Associate shall provide to Covered Entity a copy of Business Associate's current risk assessment and mitigation report or reports upon request.
- C. **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to HIPAA Compliance Officer at 20 S. 69th Street, Upper Darby, PA 19082, within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Agreement.
- D. **Reports Of Security Incidents.** In addition to following the breach notification requirements in section 13402 of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and related regulations, agency guidance and other applicable federal and state laws, Business Associate shall report to HIPAA Compliance Officer at 20 S. 69th Street, Upper Darby, PA 19082, within two (2) days of discovery any Security Incident of which it becomes aware.
- E. **Breach Notification and Indemnification.** Upon the occurrence of any incident requiring notice under Subsection 3.C or 3.D of this BAA, Business Associate shall perform a risk assessment as contemplated by the HIPAA rules and guidance to determine whether the incident resulted in a Breach of Unsecured PHI. Business Associate shall include in the any notice provided to Covered Entity under Subsection

APPENDIX CC

3.C or 3.D of this BAA (i) a summary of such risk assessment and (ii) Business Associate's conclusions with respect thereto sufficient for Covered Entity to determine whether a Breach of Unsecured PHI has occurred and to provide notification to such individuals pursuant to the Breach Notification Rule. Business Associate shall provide Covered Entity with any additional information regarding such incident reasonably requested by Covered Entity to comply with the HIPAA Rules. Covered Entity may elect, at its own discretion, to provide or direct Business Associate to provide the notification to individuals. Within five (5) days after receipt of written notice from Covered Entity, Business Associate shall, at its own cost, provide the notification of a Breach of Unsecured PHI to individuals as required by the Breach Notification Rule and applicable guidance thereunder. In advance of providing such notification, Business Associate shall provide a copy of the proposed notification or notifications to be provided to the individuals and incorporate any reasonable changes thereto requested by Covered Entity. Business Associate shall further comply with all applicable federal and state breach notification requirements. Business Associate shall indemnify the Covered Entity for costs (including, without limitation, costs related to individual notification and reasonable attorneys' fees) associated with any Security Incident or incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under federal or state law and agency guidance which Security Incident or other incident (i) arises from any act or omission of Business Associate or any Subcontractor; or (ii) occurs with respect to any PHI while in the possession, custody or control of Business Associate or any Subcontractor.

- F. **Subcontractors And Agents.** Business Associate hereby agrees that any time PHI is provided or made available to any Subcontractors or agents, Business Associate shall provide only the Minimum Necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the Subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this BAA.
- G. **Right Of Access To PHI.** At no cost to Covered Entity, Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and provide to him or her a copy of that individual's PHI within ten (10) business days of receiving a written request from the Covered Entity or the individual. Business Associate shall provide PHI to the extent and in the manner required by 45 C.F.R. §164.524 and other applicable federal and state law and agency guidance. If Business Associate maintains an electronic health record, Business Associate must provide the PHI in electronic format if requested. If any individual requests from Business Associate or its agents or Subcontractors access to PHI. Business Associate shall notify Covered Entity of same no less than five (5) days in advance of allowing such individual access to such designated record set. Business Associate shall further conform with and meet all of the requirements of 45 C.F.R. §164.524 and other applicable laws, including the HITECH Act and related regulations, and agency guidance.
- H. **Amendment And Incorporation Of Amendments.** At no cost to Covered Entity, within five (5) business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. §164.526, applicable federal and state law, including the HITECH Act and related regulations, and agency guidance. If any individual requests an amendment from Business Associate or its agents or Subcontractors, Business Associate shall notify

APPENDIX CC

Covered Entity no less than five (5) days in advance of responding to incorporating any requested amendment or otherwise responding to such request. .

- I. **Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528 and other applicable laws and agency guidance, including the HITECH Act and related regulations. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to the individual or the Covered Entity within five (5) business days of a request for an accounting of disclosures. Business Associate shall notify Covered Entity of any such request it receives directly from an Individual no less than five (5) days in advance of providing such accounting to the individual.
- J. **Requests For Restriction.** Business Associate shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for treatment purposes), and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, Business Associate shall otherwise comply with the Privacy Rule, as amended, and other applicable statutory and regulatory requirements and agency guidance.
- K. **Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee and/or Covered Entity for purposes of determining compliance with applicable laws and agency guidance.
- L. **Return Or Destruction Of PHI.** At termination of this BAA, Business Associate shall return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this BAA. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this BAA to limit any further use or disclosure until such time as the PHI may be returned or destroyed. Upon termination of this BAA, Business Associate shall notify Covered Entity in writing regarding its plans for post-termination treatment of PHI, including without limitation return, destruction or ongoing maintenance of all PHI. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- M. **Maintenance Of PHI.** Notwithstanding Section 3.L of this BAA, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of the BAA and shall continue to maintain the information required under the various documentation requirements of this BAA (such as those in §3(h)) for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- N. **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this BAA or the Privacy Rule, as amended. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA or applicable laws and agency guidance.

APPENDIX CC

- O. **Term.** The Term of this Agreement shall be effective on the date of execution of the Agreement, and shall terminate on the date of termination of the Agreement between the or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- P. **Termination for Cause.** Notwithstanding any other provision of this BAA or the Agreement to the contrary, Covered Entity shall have the right to terminate this BAA and the Agreement if covered entity determines Business Associate has violated a material term of this BAA and Business Associate has failed to cure such breach within thirty days after written notice from Covered Entity.
- Q. **Failure To Perform Obligations.** In the event Business Associate fails to perform its obligations under this BAA, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this BAA and applicable laws and agency guidance. Covered Entity's rights and remedies under this Subsection 3.Q are in addition to, and shall not restrict, limit or abridge, any other rights or remedies of Covered Entity under this BAA or the Agreement.
- P. **Privacy Practices.** Upon execution of this BAA, Business Associate shall provide to Covered Entity a copy of its Notice of Privacy Practices and other forms that Business Associate intends to utilize with respect to individuals under the Agreement. Business Associate shall incorporate any changes thereto reasonably requested by Covered Entity. Business Associate shall promptly utilize any related forms or notices relating to compliance with the HIPAA Rules and guidance as directed by Covered Entity. Covered Entity retains the right make reasonable changes to such forms The Business Associate shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

4. OBLIGATIONS OF COVERED ENTITY:

- A. **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the Notice of Privacy Practices that the Covered Entity produces in accordance with applicable law and agency guidance as well as changes to such notice.
- B. **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 and other applicable laws and applicable agency guidance, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

APPENDIX CC

FEDERAL AWARDS

The following information is provided pursuant to the requirements of 2 CFR § 200

CONTRACTOR's registered name for DUNS _____

CONTRACTOR'S DUNS number _____

CONTRACTOR'S UNIQUE ENTITY IDENTIFIER _____

The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify entities. This number may be obtained by telephone (866-705-5711) or via the Internet (<http://fedgov.dnb.com/webform>). (See 2 CFR, Part 200, Subpart A, §200.32)

Federal Award Identification Number _____

Date of Federal Award _____

The date when the Federal award is signed by the authorized official of the Federal awarding agency. (See 2 CFR, Part 200, Subpart A, §200.39)

Start and end date for performance _____

The period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal Award. (See 2 CFR, Part 200, Subpart A, §200.77)

Amount of Federal Award obligated to Provider _____

Total amount of Federal Award _____

Project Description _____

A brief summary of the statutory or regulatory requirements of the program and its intended outcome and should align with the strategic goals and objectives within the Federal Awarding Agency's Performance Plan

Federal Awarding Agency _____

Contact information for awarding agency _____

Pass-through entity DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES

Catalog of Federal Domestic Assistance (CFDA) Number _____

CFDA Name _____

Is this award for research and development? YES _____ NO _____

Research is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. Development is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. (See 2 CFR, Part 200, Subpart A, §200.87)

Indirect Cost Rate _____

For nonprofit organizations, the costs of activities performed by the non-Federal entity primarily as a service to members, clients, or the general public when significant and necessary to the non-Federal entity's mission must be treated as direct costs whether or not allowable and be allocated an equitable share of indirect (facilities and administrative (F&A)) costs. Indirect (F&A) costs mean those costs incurred for a common or joint purpose benefitting more than one cost objective. (See 2 CFR, Part 200, Subpart A, §200.56)

APPENDIX DD

CHILD PROTECTIVE SERVICES

All Providers and Contractors must comply with all of the requirements of 23 PA. C.S. Chapter 63. The Child Protective Service Law.

Please note that Delaware County requires that a new Certification of Compliance as required under CPSL Section 6344 must be obtained every Thirty-Six (36) months

The Child Protective Services Law (CPSL) was passed by the Pennsylvania legislature and signed into law by the Governor in 2014. Please review the amended requirements in Chapter 63, Title 23 (go to www.legis.state.pa.us/WU01/LI/LI/CT/HTM/23/00.063..HTM) to assure that you and/or your agency are in full compliance.

The summary below is a partial listing and is not intended to take the place of your full review of the statute or your participation in training for mandated reporters.

Required documentation for new hires: any employee who begins employment with a new agency, institution, organization or other entity that is responsible for the care, supervision, guidance or control of children is required to have the three clearances as outlined by The Child Protective Services Law, Section 6344. The employer is required to maintain copies of the documents and produce them as requested. These are:

- Report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police Central Repository contains no such information relating to the applicant;
- Certification from the Pennsylvania Department of Human Services that the applicant is not named in the Statewide database as the alleged perpetrator in a pending child abuse investigation or as the perpetrator of an Indicated or Founded report of child abuse;
- Report of Federal criminal history record information, to include fingerprint submission to the Federal Bureau of Investigation indicating that the applicant is not disqualified from obtaining employment in a childcare position.

As of January 2, 2020, provisional hires are not permitted as mandated by Act 47 of 2019 and employees must obtain all three clearances prior to the beginning of employment. The Pennsylvania Department of Human Services is authorized to grant waivers for provisional hires for 45 days upon request from child day care centers, group day care homes and family day care homes providing that certain conditions are met.

Required documentation for current staff, volunteers and foster parents: Employees and volunteers who have contact with children, prospective adoptive parents, foster parents and school employees are required to obtain new clearances (certification and criminal record checks as described above) every three years.

APPENDIX EE

Written notification of new arrest, conviction or substantiated child abuse: If an employee, foster parent or volunteer subject to the CPSL is arrested for or convicted of an offense that would constitute grounds for denying employment or participation in a program, activity or service, or is named as a perpetrator in a founded or indicated report, the employee, foster parent or volunteer shall provide the administrator or designee of their agency with written notice not later than 72 hours after the arrest, conviction or notification that the person has been named in the Statewide database.

Requirement for training on child abuse recognition and reporting: The following persons are required to meet new training requirements: Operators of institutions, facilities and agencies, which care for children, their employees who have direct contact with children, foster parents, and caregivers in family daycare homes. The persons listed above must participate in three hours of training, which is approved by the Pennsylvania Department of Human Services prior to the issuance of a license, approval or registration certificate, and three hours of approved training every five years thereafter. New employees and new foster parents shall receive three hours of approved training within 90 days of hire or approval as a foster parent. Free on-line training is available from the Pennsylvania Child Welfare Resource Center. Go to www.reportabusepa.pitt.edu. Check with your licensing entity to learn about other training that will meet your agency's training requirements.

All professionally licensed persons are required to submit documentation to their licensing board of completion of at least three hours of approved child abuse recognition and reporting training when applying for renewal or a new license. See your professional board information with the Pennsylvania Department of State website or your professional organization for information about the requirements for particular professional licenses.

Please have the following information available upon request from the County of Delaware to verify your compliance with the above regulations:

1. A copy of your professional license
2. Copies of your three certifications
3. A copy of a certificate showing that you have completed three hours of State approved training on Child abuse Recognition and Reporting

***Please note that Delaware County requires that a new
Certifications of Compliance as required under CPSL Section 6344
must be obtained every Thirty-Six (36) months***

MEDICAL MARIJUANA PROHIBITION

The Contractor may not use federal funds directly or indirectly to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. See e.g. 45 C.F.R § 75.300(a) requiring The Department of Health and Human Services (HHS) to “ensure that Federal funding is expended... in full accordance with U.S. statutory ... requirements” and 21 U.S.C §§ 812(c) and 841 prohibiting the possession, manufacture, sale, purchase or distribution of marijuana. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Administration (DEA) and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

POLITICAL CONTRIBUTION DISCLOSURE

Under Section 6-12.E of the Administrative Code of Delaware County, Contractors under certain Covered Contracts are required to provide this Disclosure Form in connection with consideration of approval of such Covered Contract by County Council. **Definitions of Contractor, Covered Contract, and certain other terms used in this Disclosure Form, as well as additional instructions for its completion, are set forth in Exhibit A attached hereto.**

Political Contribution Disclosure: Within the past twenty-four (24) months, Contractor* has:

NOT made any Reportable Contributions.

_____ made Reportable Contributions as set forth on Schedule A attached hereto.

*Includes entities and persons related to a Contractor whose contributions are also required to be reported, as further described in the definition of "reportable contribution" on Exhibit A.

Type of Business Entity

501(c)(3)
Corporation LLC _____ Sole Proprietorship _____ Other: _____ (describe)

Limited Partnership _____ Partnership _____ LLP _____

Certification: In order for this Disclosure Form to be considered validly submitted, it must be properly signed by the Contractor or an officer or employee of the Contractor that is authorized to make this certification. Disclosure Forms that are not properly signed will not be considered as responsive to the requirements of the Delaware County Administrative Code.

By executing below, you:

- (1) Declare and certify that you are the Contractor or an employee or officer of the Contractor and duly authorized to execute this Disclosure Form.
- (2) Represent and warrant that, to the best of your knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.
- (3) Acknowledge and agree to comply with the provisions described in Exhibit A.

Name of Contractor: ACCESS SERVICES INC.

By: SCOTT M. MULLAN

Name: SCOTT MCMULLAN

Title: VP. FINANCE

Date: 1/15/2024

PHONE: 215-540-2150 x1256

APPENDIX II

Exhibit A
Delaware County
Political Contribution and Disclosure Form

Definitions and Instructions

TIMING

Contracts Subject to an RFP/Q, Invitation to Bid or other Solicitation – the Solicitation will have explicit instructions on when and how to submit this Disclosure Form. Please follow those instructions.

Other Contracts – Disclosure Forms must be received by the County at least eight (8) days prior to the County Council meeting at which the approval of a contract will be considered. They should be submitted by e-mail to centralpurchasing@co.delaware.pa.us.

In either case, failure to timely provide this Disclosure Form may delay consideration of your contract by County Council.

PUBLIC POSTING: RIGHT TO KNOW

The Disclosure Form for the selected Contractor is sought will be posted on the County website prior to the County Council meeting at which approval of the Covered Contract will be considered and included in the Agenda materials for such meeting.

The County will also provide copies of Disclosure Forms (whether or not the Contractor is awarded a Covered Contract) in response to requests under the Pennsylvania Right to Know Law.

ONGOING REPORTING

By January 30 each year, commencing January 1, 2023, each Covered Contractor under a Covered Contract with a term exceeding one year is required to provide the County Clerk with an updated Disclosure form showing any reportable contributions in the prior year indicating that are none. If a Contractor does not provide the required disclosure form within thirty (30) days of written notification from the County Solicitor of its failure to timely provide such form, the applicable Covered Contract is subject to being voided by County Council.

PENALTIES

Any Contractor which fails to provide the Disclosure Form or which submits a Disclosure Form which is materially inaccurate may be banned as a contractor or subcontractor to the County for a period of up to three (3) years, and/or, to the extent legally permitted, the covered contract in question may be terminated, in each case, by a majority vote of County Council following such investigation and consideration of such evidence as County Council deems appropriate or by action of such other entity or body as may be designated by resolution of County Council.

DEFINITIONS

“Contractor” means any non-governmental person, corporation, partnership, association or other entity, whether or not for profit, and includes any subcontractor which is reasonably anticipated to receive compensation of \$50,000 or more under the applicable Covered Contract. **See the definition of “Reportable Contribution” below for entities and persons related to a contractor whose contributions are also required to be reported.**

APPENDIX II

“Covered Candidate” means any individual who seeks nomination or election to the following offices by vote of the electorate (whether or not such individual is nominated or elected): (1) County Council, District Attorney, Sheriff, Controller or Register of Wills in Delaware County; (2) Judge of the Court of Common Pleas of Delaware County or the Magisterial District Courts of Delaware County; (3) any seat in the Pennsylvania General Assembly which represents residents of Delaware County; or (4) any state-wide office in Pennsylvania (non federal).

An individual shall be deemed to be seeking nomination or election to an office if such individual has:

- (1) received a contribution or made an expenditure or given consent for any other person or committee to receive a contribution or make an expenditure for the purpose of influencing his nomination or election to such office, whether or not the individual has announced the specific office for which he will seek nomination or election at the time the contribution is received, or the expenditure is made; or
- (2) taken the action necessary under the laws of Pennsylvania to qualify for nomination or election to such office.

The term shall include individuals nominated or elected as write-in candidates unless they resign such nomination or elected office within 30 days of having been nominated or elected.

“Covered Contract” means any contract, agreement, memorandum of understanding or other arrangement which is (i) required to be approved by County Council and (ii) under which a Covered Contractor provides or leases goods, supplies, materials, equipment, consulting, professional or other services, and/or property to the County, whether or not payments under the Covered Contract are anticipated to be made from general revenues or another specified source of funds, but does not include grant agreements under which the County is the grantee.

“Political contribution” means any advance, conveyance, deposit, distribution, transfer of funds, loan, payment, pledge, purchase of a ticket to a testimonial or similar fund-raising affair, or subscription of contract, agreement, promise or other obligations, whether or not legally enforceable, to make a political contribution.

“Reportable Contribution” means a political contribution, to:

- (A) A covered Candidate.
- (B) Any Pennsylvania state committee of a political party, any County committee of a political party or any committee of a political party established at the municipal level for a municipality in the County.
- (C) A contribution to a political action committee with the intent or expectation that some or all of such contribution will be directed to a covered candidate. This intent shall be presumed if a political action committee only supports one or more covered candidates.
- (D) A contribution to a political action committee controlled by a person or entity described in clauses (1) through (5) below.

Reportable contributions include contributions by: (1) a Contractor; (2) any corporate parent, subsidiary or other affiliate of a Contractor; (3) an officer or director of a

APPENDIX II

Contractor; (4) a shareholder or partner of a Contractor with a 5% or greater ownership interest; and (5) the spouse of any person or entity listed in the preceding clauses; and shall also include any contribution reimbursed by a person or entity listed in the clauses (1) through (5).

QUESTIONS

Questions regarding the Disclosure Form may be directed to centralpurchasing@co.delaware.pa.us.

Schedule A DELAWARE COUNTY

APPENDIX II

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ACCESS SERVICES INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

501(c)(3) non-profit
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

500 OFFICE CENTER DRIVE, SUITE 100

Requester's name and address (optional)

6 City, state, and ZIP code

FORT WASHINGTON, PA 19034

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

OR

Employer identification number

23	-	20	03	05	6
----	---	----	----	----	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Scott McMillan, VP Finance

Date ►

12/1/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Ashley Farr, Human Services

ITEM TYPE: Amendment

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval to amend Contract #MH 71/23 with Community Interactions, Inc. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 1024-4715-631000

ESTIMATED/ACTUAL COST OF REQUEST: N/A

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: Please see attached supporting documents.

ATTACHMENTS:

- [Community_Interactions_Inc_MH_71_23_Summary Page.pdf](#)
- [Community_Interactions_Inc_MH_71_23_Current Appendix Z.pdf](#)
- [Community_Interactions_Inc_MH_71_23_Revised Appendix Z_Budget.pdf](#)

Delaware County Human Services Request for Contract Amendment

Program Office: Mental Health

Provider: Community Interactions, Inc.

Current Contract Amount: Residential - N/A

Current Contract Effective Dates: 7/1/2023 to 6/30/2024

Proposed Contract Amount: Residential – N/A

Proposed Contract Increase/Decrease: Residential – N/A*

Proposed Contract Effective Dates: 7/1/23 to 6/30/24

Funding (Entire Contract):

Federal Funding Source(s):		Amount:	
State Funding Source(s):	Human Services Block Grant	Amount:	97.94%
Other Funding Source(s):		Amount:	
County Funding:		Amount:	2.06%

Available Budget (Only for Increase Amount):

SAP Account(s)	1024-4715-631000	Balance:	\$585,064.20

Amendment Statement:

Human Services, Mental Health requests approval to amend Contract #MH 71/23 with Community Interactions, Inc. to increase residential service per diems. Subject to Solicitor's approval.

Amendment Request:

This request to amend Contract #MH 71/23 is to increase the residential per diem rates for the agency's Bullens Lane, Verona, and Brookside Road sites as follows: Bullens Lane from \$612.60 to \$651.66, Brookside Road from \$665.81 to \$713.14, and Verona Road from \$598.90 to \$620.58. The provider requested the increase through the Mental Health program office to increase the salaries of their lowest paid staff to \$15.00 per hour and to provide an increase in staff salaries for recruitment and retention efforts. in starting salary to \$15.00/hour and across the board COLA increases that occur in January. Estimated COLA increase January 2024 is 3%. Benefits calculated at 28% of salaries, which includes a slight increase for employee paid benefits. Other operating expenses estimated increase 5%. Human Services program and fiscal have reviewed the provider's submission and feel that the request is reasonable.

Program Need for Requested Service:

Community Interactions, Inc. provides residential services for individuals with serious and persistent mental illness that are critical for the Delaware County population we serve.

Was a Request for Proposal Issued? Yes No Date:

Number of Proposals received:

Summary of Request for Proposal Process:

N/A

Rationale for Choosing Current Provider versus Issuing a Request for Proposal:

Community Interactions, Inc. has been providing residential services to Delaware County individuals with serious and persistent mental health diagnoses for many years. The agency provides a stable environment where individuals can work on their recovery until they are ready for more independent living.

Plan to issue Request for Proposal or rationale if not planning on issuing one:

The Department of Human Services does not plan to issue a request for proposal for this service at this time.

Metrics utilized to evaluate provider and results of last assessment:

The provider is required to follow all guidelines outlined as part of their license through the Office of Mental Health and Substance Abuse Services. Metrics include:

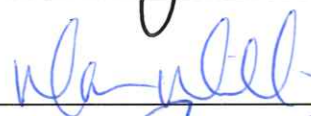
1. A homelike, non-institutional environment providing maximum opportunity to learn the skills necessary for more independent living.
2. A residential setting providing each client with maximum possible autonomy, independence, and self-determination.
3. A program which constantly strives to enable clients to move to less restrictive living settings.
4. Responsible staff to support and assist the client as needed in his movement to independence.
5. Well-developed cooperative efforts with other agencies in the service delivery system to ensure coordinated, continuous, and effective services for the rehabilitation of clients.

Date Request Discussed with Human Services Director:


02/14/2024

Program Approval:  _____

Date: 12/29/23

Fiscal Approval:  _____

Date: 2-15-24

CFO Approval:  _____

Date: 2.16.24

Human Services Director:  _____

Date: 2/15/2024

<u>Community Interactions</u>	<u>Current Rate</u>	<u>Asking Rate</u>
Bullens	\$ 612.60	\$ 651.66
Brookside	\$ 665.81	\$ 713.14
Verona Road	\$ 598.90	\$ 620.58

DELAWARE COUNTY HUMAN SERVICES
 BUDGET INFORMATION FOR CONTRACT Z PAGE - COUNTY PROGRAM OFFICE
 MH 71/23

Agency:	Community Interactions, Inc		Total Contract:	N/A
Fiscal Year Ending:	June 30, 2024			
County Program Office:	Mental Health			
Agency Programs:	Bullens (Residential)	Unit Value: Day	Cost Center: 3.16	Funding Type: FFS
	Brookside (Residential)	Day	3.16	FFS
	Verona Road (Residential)	Day	3.16	FFS
	CRS Rental Assistance			
				N/A Contract? Yes
				Yes
				Yes
				No
				Total Cost: N/A
				N/A
				N/A
				\$ 20,000

DELAWARE COUNTY HUMAN SERVICES
 BUDGET INFORMATION FOR CONTRACT REQUEST

Agency:	Community Interactions, Inc.
Fiscal Year Ending:	June 30 2024
Federal Identification Number:	23-1937692
DUNS Number:	151398849
Primary Contact Name:	Gina Fleming
Primary Contact Email:	gfleming@clinc.org
Primary Contact Phone:	610-328-9008
Secondary Contact Name:	Gary Clift
Secondary Contact Email:	gclift@clinc.org
Secondary Contact Phone:	610-328-9008
Agency Address:	740 S. Chester Road, Swarthmore, PA 19081
Have you been approved in past years to spend over 10% on admin costs?	No
Have you provided a letter this year to request spending over 10% on admin costs?	No
Has your organization filled out a budget packet in the last 3 years?	Yes
If you answered "No" to the above question, when was the last time your organization filled out a budget packet?	

REPORT OF EXPENDITURES BY TOTAL AGENCY

AGENCY: Community Interactions, Inc.
 FISCAL YEAR ENDING: June 30 2024

	TOTAL AGENCY	MENTAL HEALTH	INTELLECTUAL DISABILITIES	DRUG AND ALCOHOL	EARLY INTERVENTION	ADULT SERVICES	CHILDREN AND YOUTH	REINVESTMENT	OTHER
I. EXPENDITURE ITEMS									
A. Personnel Services	1,620,223	1,525,545	94,678	-	-	-	-	-	-
1. Wages and Salaries	1,253,341	1,179,767	73,584	-	-	-	-	-	-
2. Employee Benefits	350,936	330,332	20,604	-	-	-	-	-	-
3. Miscellaneous Personnel	15,946	15,456	490	-	-	-	-	-	-
B. Operating Expenses	241,690	213,176	28,514	-	-	-	-	-	-
1. Occupancy	172,195	147,335	24,860	-	-	-	-	-	-
2. Communications	7,589	7,153	436	-	-	-	-	-	-
3. Program Supplies									
4. Treatment & Supportive Supplies	57,027	54,348	2,679	-	-	-	-	-	-
5. Transportation	607	600	7	-	-	-	-	-	-
6. Purchased Treatment Services									
7. Miscellaneous Operating Expenses (Identify below)	4,272	3,740	532	-	-	-	-	-	-
a. Interest	232		232						
b. Licenses & Fees	4,040	3,740	300						
C. Equipment & Other Fixed Assets	18,870	17,870	1,000	-	-	-	-	-	-
1. Purchase of Fixed Assets	13,870	13,870	-	-	-	-	-	-	-
2. Repairs & Improvement of Fixed Assets	5,000	4,000	1,000	-	-	-	-	-	-
II. PROGRAM COSTS (Sum of A, B and C)	1,880,783	1,766,591	124,192	-	-	-	-	-	-
III. ADMINISTRATIVE COSTS	172,926	164,589	8,337	-	-	-	-	-	-
IV. PROGRAM & ADMINISTRATIVE COSTS (Sum of II and III)	2,053,709	1,921,180	132,529	-	-	-	-	-	-
V. RETAINED EARNINGS (Maximum 3% of IV)									
VI. TOTAL COSTS (Sum of IV and V)	2,053,709	1,921,180	132,529	-	-	-	-	-	-
VII. REVENUE	80,880	72,792	8,088	-	-	-	-	-	-
ADJUSTMENT BY COUNTY	(19,203)		(19,203)						
FY 23/24 - VIII. TOTAL COUNTY COSTS ELIGIBLE (VI LESS VII)	1,953,626	1,848,388	105,238	-	-	-	-	-	-

ADMINISTRATIVE COSTS PRORATION SPREAD BY AGENCY

AGENCY: Community Interactions, Inc.
 FISCAL YEAR ENDING: June 30 2024

	TOTAL AGENCY	MENTAL HEALTH	INTELLECTUAL DISABILITIES	DRUG AND ALCOHOL	EARLY INTERVENTION	ADULT SERVICES	CHILDREN AND YOUTH	REINVESTMENT	OTHER
I. EXPENDITURE ITEMS									
A. Personnel Services	152,616	145,154	7,462	-	-	-	-	-	-
1. Wages and Salaries	96,575	91,878	4,697	-	-	-	-	-	-
2. Employee Benefits	27,041	25,726	1,315	-	-	-	-	-	-
3. Miscellaneous Personnel	29,000	27,550	1,450	-	-	-	-	-	-
B. Operating Expenses	11,010	10,305	705	-	-	-	-	-	-
1. Occupancy	2,050	1,945	105	-	-	-	-	-	-
2. Communications	1,100	1,045	55	-	-	-	-	-	-
3. Administrative Supplies	7,700	7,315	385	-	-	-	-	-	-
4. Transportation	10	10	-	-	-	-	-	-	-
5. Miscellaneous Operating Expenses (Identify below)	150	-	150	-	-	-	-	-	-
a. Professional Dues/Memberships	40	-	40	-	-	-	-	-	-
b. Interest	110	-	110	-	-	-	-	-	-
c.									
d.									
e.									
f.									
C. Equipment & Other Fixed Assets	9,300	9,130	170	-	-	-	-	-	-
1. Purchase of Fixed Assets	5,900	5,900	-	-	-	-	-	-	-
2. Repairs & Improvement of Fixed Assets	3,400	3,230	170	-	-	-	-	-	-
D. AGENCY INDIRECT ADMINISTRATIVE EXPENSES									
E. TOTAL ADMINISTRATIVE EXPENSES (A&B&C&D)	172,926	164,589	8,337	-	-	-	-	-	-
F. ADMINISTRATIVE REVENUE									
G. TOTAL ADMINISTRATION (E-F)	172,926	164,589	8,337	-	-	-	-	-	-

SCHEDULE OF EQUIPMENT PURCHASES BY TOTAL AGENCY

AGENCY: Community Interactions, Inc.
 FISCAL YEAR ENDING: June 30 2024

DESCRIPTION OF ITEM	QUANTITY	DATE OF ACQUISITION	PER ITEM COST	TOTAL COST	AMOUNT ELIGIBLE FOR DHS PARTICIPATION	COUNTY PROGRAM	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	COST CENTER (IF APPLICABLE)
Enterprise Monthly Effort	1		\$5,285.00	\$ 5,285.00	\$5,285.00	Mental Health	5285	0	
Enterprise Monthly Effort	1		\$5,285.00	\$ 5,285.00	\$5,285.00	Mental Health	5285	0	
Budgeted Allocation - Purchased As needed	1	Various	\$9,200.00	\$ 9,200.00	\$9,200.00	Mental Health	3300	5900	
				\$ -					
TOTAL				\$ 19,770.00	\$ 19,770.00		\$ 13,870.00	\$ 5,900.00	

TOTAL BY COUNTY PROGRAM	Total Cost	Total Eligible for DHS Participation	Total Charged as Direct Cost	Total Charged as Administrative Cost
Mental Health	\$ 19,770	\$ 19,770	\$ 13,870	\$ 5,900
Intellectual Disabilities	\$ -	\$ -	\$ -	\$ -
Drug and Alcohol	\$ -	\$ -	\$ -	\$ -
Early Intervention	\$ -	\$ -	\$ -	\$ -
Adult Services	\$ -	\$ -	\$ -	\$ -
Children and Youth	\$ -	\$ -	\$ -	\$ -

SCHEDULE OF FIXED ASSETS BY TOTAL AGENCY

AGENCY: Community Interactions, Inc.
 FISCAL YEAR ENDING: June 30 2024

DESCRIPTION OF ITEM	QUANTITY	IDENTIFICATION NUMBER	DATE OF ACQUISITION	TOTAL COST	COUNTY PROGRAM	AGENCY PROGRAM	DATE OF DISPOSAL	INCOME FROM DISPOSAL
2012 Accessible Dodge Caravan	1	VNA#-1216	4/25/12	\$44,560.00	Mental Health	Brookside Road		
2017 Toyota Sierra Minivan	1	VNA#-3948	5/31/17	\$27,705.00	Mental Health	Verona Road		
2014 Accessible Toyota Minivan	1	VNA#-4817	2/8/17	\$42,655.00	Mental Health	Bullens Lane		
Living Room Set-Sofa/Loveseat/Recliner/Tables	1		5/23/16	\$2,074.00	Mental Health	Bullens Lane		
Washing Machine	1		3/9/17	\$641.22	Mental Health	Bullens Lane		
Patio Furniture Set w/ Swing	1		6/31/15	\$713.00	Mental Health	Brookside Rd.		
Sofa & Loveseat	1		2/9/16	\$1,099.00	Mental Health	Brookside Rd.		
Washing Machine	1		2/8/17	\$516.00	Mental Health	Brookside Rd.		
Living Room Set-Sofa/Loveseat/3 piece table set	1		2/5/15	\$2,249.00	Mental Health	Verona Rd.		
Rec Room Set-Sofa/Loveseat	1		3/9/15	\$1,099.00	Mental Health	Verona Rd.		
9 Piece Dining Room Set	1		6/15/15	\$1,325.00	Mental Health	Verona Rd.		
Gas Wall Oven	1		5/10/18	\$1,281.55	Mental Health	Bullens Lane		
40" Flat Screen TV	1		9/30/17	\$249.99	Mental Health	Bullens Lane		
Coffee Table, Sofa, Love Seat	1		5/15/18	\$2,199.00	Mental Health	Bullens Lane		
Dishwasher	1		6/9/17	\$319.53	Mental Health	Brookside Rd.		
Sofa	1		10/12/17	\$688.99	Mental Health	Brookside Rd.		
Sofa	1		10/12/17	\$688.99	Mental Health	Brookside Rd.		
Sofa, Love Seat, Dining Table & Chairs	1		6/7/18	\$6,433.99	Mental Health	Brookside Rd.		
Mattress & Boxspring	1		2/28/19	\$449.38	Mental Health	Brookside		
Hot Water Heater	1		5/10/18	\$559.10	Mental Health	Verona Rd.		
Leather Recliner	1		2/28/19	\$944.50	Mental Health	Brookside		
Sofa, Love Seat, Coffee Table & 2 end tables	1		6/7/18	\$2,199.00	Mental Health	Verona Rd.		
Bedroom Furniture - American Furniture	1		11/27/19	\$1,359.00	Mental Health	Brookside		
Bedroom Set - Raymour & Flanigan	1		12/10/19	\$2,453.00	Mental Health	Verona Road		
Sofa/Love Seat - Raymour & Flanigan	1		2/5/20	\$1,667.99	Mental Health	Verona Road		
Dishwasher - Loves	1		2/11/20	\$879.05	Mental Health	Verona Road		
Living Rm Set-TV Stand	1		8/11/20	\$2,375.87	Mental Health	Bullens		
Washer - Home Depot	1		9/30/20	\$660.00	Mental Health	Brookside		
Wall Oven - Home Depot	1		10/5/20	\$488.00	Mental Health	Brookside		
Sofa/Loveseat	1		1/11/21	\$2,174.00	Mental Health	Verona Road		
Patio Furniture	1		5/19/21	\$1,475.00	Mental Health	Verona Road		
Tables & Cabinet - Ashley Furniture	1		9/7/22	\$1,658.64	Mental Health	Verona Road		
TOTAL				\$ 155,305.00				

TOTAL BY COUNTY PROGRAM	Total Cost	Total Income From Disposal
Mental Health	\$ 155,305	\$ -
Intellectual Disabilities	\$ -	\$ -
Drug and Alcohol	\$ -	\$ -
Early Intervention	\$ -	\$ -
Adult Services	\$ -	\$ -
Children and Youth	\$ -	\$ -

ROSTER OF PERSONNEL BY TOTAL AGENCY

AGENCY: Community Interactions, Inc.

FISCAL YEAR ENDING: June 30 2024

EMPLOYEE NAME	COUNTY DEFINITION POSITION CLASSIFICATION	GRADE LEVEL	TOTAL ANNUAL COUNTY APPROVED SALARY	ACTUAL ANNUAL SALARY	TOTAL HOURS PER WEEK AT AGENCY	COUNTY PROGRAM	TOTAL DIRECT & INDIRECT SALARY FOR COUNTY PROGRAM IDENTIFIED	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	TOTAL DIRECT & INDIRECT HOURS PER WEEK FOR COUNTY PROGRAM IDENTIFIED	TOTAL HOURS PER WEEK CHARGED AS DIRECT COST	TOTAL HOURS PER WEEK CHARGED AS ADMINISTRATIVE COST
Saulino, C	CEO		\$129,675.00	\$129,675.00	37.5	Mental Health	\$11,670		\$11,670	3.45	0	3.45
Cliff, G	CEO		\$125,688.00	\$125,688.00	37.5	Mental Health	\$11,313		\$11,313	3.45	0	3.45
Hannah-Wilson, D	Human Res. VP		\$120,750.00	\$120,750.00	37.5	Mental Health	\$10,869		\$10,869	3.45	0	3.45
Fleming, G	Controller		\$100,800.00	\$100,800.00	37.5	Mental Health	\$9,072		\$9,072	3.45	0	3.45
Swain, S	Human Res Dir		\$93,450.00	\$93,450.00	30	Mental Health	\$8,412		\$8,412	3.45	0	3.45
Benefits / Training	FTE benefit/training bis.		\$90,600.00	\$90,600.00	30	Mental Health	\$7,248		\$7,248	0	0	0
Parks, M	IT Technician		\$73,500.00	\$73,500.00	37.5	Mental Health	\$6,615		\$6,615	3.45	0	3.45
Sabji, J	Payroll Manager		\$71,400.00	\$71,400.00	37.5	Mental Health	\$6,426		\$6,426	3.45	0	3.45
McDonald, C	Exec Asst		\$67,200.00	\$67,200.00	37.5	Mental Health	\$6,048		\$6,048	3.45	0	3.45
Verzobal, B	HR Specialist		\$65,100.00	\$65,100.00	37.5	Mental Health	\$5,689		\$5,689	3.45	0	3.45
Cooper, E	Res. Pgm. Supv.		\$54,144.00	\$54,144.00	37.5	Mental Health	\$28,877		\$28,877	30	0	30
Ellis, B	Res. Pgm. Supv.		\$52,981.00	\$52,981.00	37.5	Mental Health	\$28,256		\$28,256	30	0	30
Vacancy - VR	Res. Pgm. Supv.		\$50,400.00	\$50,400.00	37.5	Mental Health	\$26,880		\$26,880	30	0	30
Thomas, S	Accounts Receivable		\$47,250.00	\$47,250.00	37.5	Mental Health	\$4,254		\$4,254	3.45	0	3.45
Sutton, R	Admin. Asst		\$44,100.00	\$44,100.00	37.5	Mental Health	\$3,969		\$3,969	3.45	0	3.45
Ware, S	Accounts Payable		\$44,100.00	\$44,100.00	32	Mental Health	\$3,969		\$3,969	3	0	3
LaFleur, L	PROPERTY MANAGER		\$37,008.00	\$37,008.00	37.5	Mental Health	\$3,402		\$3,402	9	0	9
Rogers, B	Personnel Analyst 1		\$36,800.00	\$36,800.00	37.5	Mental Health	\$2,863		\$2,863	9	0	9
Thomas, S	PROPERTY MANAGER		\$35,384.00	\$35,384.00	37.5	Mental Health	\$3,293		\$3,293	4.5	0	4.5
Murray, G	NURSE/RN		\$9,293.00	\$9,293.00	4.5	Mental Health	\$9,201		\$9,201	9	0	9
Abrams, J	Maint. Reform. 1		\$46,693.00	\$46,693.00	37.5	Mental Health	\$11,205		\$11,205	9	0	9
Hauck, C	Incl/Mnt/Health Care Coord		\$94,500.00	\$94,500.00	37.5	Mental Health	\$22,680		\$22,680	9	0	9
Overst, E	Behavioral Specialist		\$70,105.00	\$70,105.00	37.5	Mental Health	\$16,874		\$16,874	9	0	9
Merryfield, W.	Asst. Res Pgm Director		\$82,425.00	\$82,425.00	37.5	Mental Health	\$19,762		\$19,762	9	0	9
Corcoran, D	Asst. Res Pgm Director		\$69,684.00	\$69,684.00	37.5	Mental Health	\$16,725		\$16,725	9	0	9
McGriff, J.	Admin. Asst. 1		\$49,345.00	\$49,345.00	37.5	Mental Health	\$11,844		\$11,844	9	0	9
Hall, S	Admin. Asst. 1		\$31,292.00	\$31,292.00	37.5	Mental Health	\$3,292.00		\$3,292.00	37.5	0	37.5
Ahla, I (Bullens)	Res. Pgm. Worker		\$31,291.56	\$31,291.56	37.5	Mental Health	\$3,291.56		\$3,291.56	37.5	0	37.5
Blango, Z (Brookside)	Res. Pgm. Worker		\$32,868.44	\$32,868.44	37.5	Mental Health	\$3,714.00		\$3,714.00	37.5	0	37.5
Boe, A. (Brookside)	Res. Pgm. Worker		\$37,714.00	\$37,714.00	37.5	Mental Health	\$3,714.00		\$3,714.00	37.5	0	37.5
Chappell, K (Verona)	Res. Pgm. Worker		\$38,284.00	\$38,284.00	37.5	Mental Health	\$3,714.00		\$3,714.00	37.5	0	37.5
Chappell, P (Brookside)	Res. Pgm. Worker		\$32,868.00	\$32,868.00	37.5	Mental Health	\$3,714.00		\$3,714.00	37.5	0	37.5
Harmon, R. (Brookside)	Res. Pgm. Worker		\$32,301.00	\$32,301.00	37.5	Mental Health	\$3,795.00		\$3,795.00	37.5	0	37.5
Jinich, R (Brookside)	Res. Pgm. Worker		\$31,795.00	\$31,795.00	37.5	Mental Health	\$3,795.00		\$3,795.00	37.5	0	37.5
Kamara, M. (Brookside)	Res. Pgm. Worker		\$34,112.00	\$34,112.00	37.5	Mental Health	\$3,795.00		\$3,795.00	37.5	0	37.5
Kenny, S. (Bullens)	Res. Pgm. Worker		\$34,709.00	\$34,709.00	37.5	Mental Health	\$3,795.00		\$3,795.00	37.5	0	37.5
Kifu, J. (Verona)	Res. Pgm. Worker		\$30,787.00	\$30,787.00	37.5	Mental Health	\$3,283.00		\$3,283.00	37.5	0	37.5
Kurita, A (Verona)	Res. Pgm. Worker		\$30,783.00	\$30,783.00	37.5	Mental Health	\$3,283.00		\$3,283.00	37.5	0	37.5
Long, P (Bullens)	Res. Pgm. Worker		\$30,283.00	\$30,283.00	37.5	Mental Health	\$3,283.00		\$3,283.00	37.5	0	37.5
Minnie, P (Brookside)	Res. Pgm. Worker		\$30,283.00	\$30,283.00	37.5	Mental Health	\$3,283.00		\$3,283.00	37.5	0	37.5
Mansaray, M (Brookside)	Res. Pgm. Worker		\$30,283.00	\$30,283.00	37.5	Mental Health	\$3,283.00		\$3,283.00	37.5	0	37.5
Mansaray, B (Brookside)	Res. Pgm. Worker		\$30,283.00	\$30,283.00	37.5	Mental Health	\$3,283.00		\$3,283.00	37.5	0	37.5
Pyne, J (Bullens)	Res. Pgm. Worker		\$34,112.00	\$34,112.00	37.5	Mental Health	\$3,795.00		\$3,795.00	37.5	0	37.5
Tape, J (Verona)	Res. Pgm. Worker		\$30,676.00	\$30,676.00	37.5	Mental Health	\$3,283.00		\$3,283.00	37.5	0	37.5
Thomas-Beckford, M (Verona)	Res. Pgm. Worker		\$36,339.00	\$36,339.00	37.5	Mental Health	\$3,283.00		\$3,283.00	37.5	0	37.5
Willis, K (Bullens)	Res. Pgm. Worker		\$30,283.00	\$30,283.00	37.5	Mental Health	\$3,283.00		\$3,283.00	37.5	0	37.5
Zulu, P (Bullens)	Res. Pgm. Worker		\$30,283.00	\$30,283.00	37.5	Mental Health	\$3,283.00		\$3,283.00	37.5	0	37.5
Vacancy - VR1	Vacancy - VR1		\$30,283.00	\$30,283.00	37.5	Mental Health	\$3,283.00		\$3,283.00	37.5	0	37.5
Vacancy - VR2	Vacancy - VR2		\$30,283.00	\$30,283.00	37.5	Mental Health	\$3,283.00		\$3,283.00	37.5	0	37.5
Vacancy - VR3	Vacancy - VR3		\$30,283.00	\$30,283.00	37.5	Mental Health	\$3,283.00		\$3,283.00	37.5	0	37.5
Vacancy - Bullens 1	Vacancy - Bullens 1		\$30,283.00	\$30,283.00	37.5	Mental Health	\$3,283.00		\$3,283.00	37.5	0	37.5
Vacancy - Bullens 2	Vacancy - Bullens 2		\$30,283.00	\$30,283.00	37.5	Mental Health	\$3,283.00		\$3,283.00	37.5	0	37.5
Vacancy - Bullens 3	Vacancy - Bullens 3		\$30,283.00	\$30,283.00	37.5	Mental Health	\$3,283.00		\$3,283.00	37.5	0	37.5
Vacancy - Brookside 1	Vacancy - Brookside 1		\$30,283.00	\$30,283.00	37.5	Mental Health	\$3,283.00		\$3,283.00	37.5	0	37.5
Vacancy substitute staff	Vacancy substitute staff		\$16,500.00	\$16,500.00	9	Mental Health	\$1,833.33		\$1,833.33	9	0	9
Various staff	Various staff		\$78,281.00	\$78,281.00	Intellectual Disabilities		\$78,281.00		\$78,281.00	1251.95	1188	43.95
TOTAL			\$ 2,714,196.00	\$ 2,714,196.00			\$ 1,349,916.00	\$ 1,253,341.00	\$ 96,575.00	1251.95	1188	43.95

ROSTER OF PERSONNEL BY TOTAL AGENCY

AGENCY: Community Interactions, Inc.

FISCAL YEAR ENDING: June 30, 2024

EMPLOYEE NAME	COUNTY DEFINITION POSITION CLASSIFICATION	GRADE LEVEL	TOTAL ANNUAL COUNTY APPROVED SALARY	ACTUAL ANNUAL SALARY	TOTAL HOURS PER WEEK AT AGENCY	COUNTY PROGRAM	TOTAL DIRECT & INDIRECT SALARY FOR COUNTY PROGRAM IDENTIFIED	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	TOTAL DIRECT & INDIRECT HOURS PER WEEK FOR COUNTY PROGRAM IDENTIFIED	TOTAL HOURS PER WEEK CHARGED AS DIRECT COST	TOTAL HOURS PER WEEK CHARGED AS ADMINISTRATIVE COST

TOTAL BY COUNTY PROGRAM	Total Actual Salary Cost	Total Direct Salary	Total Administrative Salary
Mental Health	\$ 1,271,635	\$ 1,179,757	\$ 91,878
Intellectual Disabilities	\$ 70,281	\$ 73,564	\$ 4,587
Drug and Alcohol	\$ -	\$ -	\$ -
Early Intervention	\$ -	\$ -	\$ -
Adult Services	\$ -	\$ -	\$ -
Children and Youth	\$ -	\$ -	\$ -

PURCHASED TREATMENT SCHEDULE BY TOTAL AGENCY

AGENCY: Community Interactions, Inc.

FISCAL YEAR ENDING: June 30 2024

PROVIDER (LIST INDIVIDUALLY)	RATE	DEFINITION FOR UNIT RATE	NUMBER OF UNITS PROVIDED	TOTAL COST	AMOUNT ELIGIBLE FOR DHS PARTICIPATION	COUNTY PROGRAM	COST CENTER (IF APPLICABLE)
	\$ -			\$ -			
	\$ -			\$ -			
	\$ -			\$ -			
	\$ -			\$ -			
	\$ -			\$ -			
	\$ -			\$ -			
	\$ -			\$ -			
	\$ -			\$ -			
	\$ -			\$ -			
	\$ -			\$ -			
TOTAL				\$ -	\$ -		

TOTAL BY COUNTY PROGRAM	Total Cost	Total Eligible for DHS Participation
Mental Health	\$ -	\$ -
Intellectual Disabilities	\$ -	\$ -
Drug and Alcohol	\$ -	\$ -
Early Intervention	\$ -	\$ -
Adult Services	\$ -	\$ -
Children and Youth	\$ -	\$ -

DELAWARE COUNTY HUMAN SERVICES
BUDGET INFORMATION FOR CONTRACT REQUEST - COUNTY PROGRAM OFFICE



Agency:	Community Interactions, Inc.	Provider Type:	Specialty Code:	Procedure Code:	Price Modifier:	Info Modifier:	Location Code:	Unit Value:	Cost Center:	Funding Type:	N/A Contract?
Fiscal Year Ending:	June 30 2024	52	456	T2048	HW		0178	Day	3.16	FFS	Yes
County Program Office:	Mental Health	52	456	T2048	HW		0179	Day	3.16	FFS	Yes
Agency Programs:	Bullens	52	456	T2048	HW		0181	Day	3.16	FFS	Yes
	Brookside										
	Verona Road										
	Community Residential Services										

Agency:

Community Interactions, Inc.

Fiscal Year Ending:

June 30 2024

County Program Office:

Mental Health

Agency Programs:

Program Specific Budget Explanation

Bullens

Salaries increased approximately 6% due to increase in starting salary to \$15.00/hour and across the board COLA increases that occur in January. Estimated COLA increase January 2024 is 3%. Benefits calculated at 28% of salaries, which includes slight increase for employee paid benefits. Other operating expenses estimated increase 5%.

Brookside

Salaries increased approximately 6% due to increase in starting salary to \$15.00/hour and across the board COLA increases that occur in January. Estimated COLA increase January 2024 is 3%. Benefits calculated at 28% of salaries, which includes slight increase for employee paid benefits. Other operating expenses estimated increase 5%.

Verona Road

Salaries increased approximately 6% due to increase in starting salary to \$15.00/hour and across the board COLA increases that occur in January. Estimated COLA increase January 2024 is 3%. Benefits calculated at 28% of salaries, which includes slight increase for employee paid benefits. Other operating expenses estimated increase 5%.

Community Residential Services

REPORT OF EXPENDITURES BY COUNTY PROGRAM OFFICE

AGENCY: Community Interactions, Inc.

FISCAL YEAR ENDING: June 30 2024

COUNTY PROGRAM OFFICE: Mental Health

		Agency Programs:				
	TOTAL AGENCY FOR COUNTY PROGRAM	Bullens	Brookside	Verona Road	Community Residential Services	
Program Cost Center (if applicable)						
I. EXPENDITURE ITEMS						
A. Personnel Services	1,525,545	501,148	551,082	473,315	-	
1. Wages and Salaries	1,179,757	387,646	425,917	366,194	-	
2. Employee Benefits	330,332	108,541	119,257	102,534	-	
3. Miscellaneous Personnel	15,456	4,951	5,908	4,587	-	
B. Operating Expenses	213,176	66,846	74,446	71,884	-	
1. Occupancy	147,335	45,156	52,525	49,554	-	
2. Communications	7,163	2,621	2,283	2,249	-	
3. Program Supplies	-	-	-	-	-	
4. Treatment & Supportive Supplies	54,348	17,529	18,238	18,591	-	
5. Transportation	600	200	200	200	-	
6. Purchased Treatment Services	-	-	-	-	-	
7. Miscellaneous Operating Expenses (Identify below)	3,740	1,340	1,200	1,200	-	
a. Interest	-	-	-	-	-	
b. Licenses & Fees	3,740	1,340	1,200	1,200	-	
0	-	-	-	-	-	
0	-	-	-	-	-	
0	-	-	-	-	-	
C. Equipment & Other Fixed Assets	17,870	7,975	7,755	2,140	-	
1. Purchase of Fixed Assets	13,870	6,475	6,455	940	-	
2. Repairs & Improvement of Fixed Assets	4,000	1,500	1,300	1,200	-	
II. PROGRAM COSTS (Sum of A, B and C)	1,756,591	575,969	633,283	547,339	-	
III. ADMINISTRATIVE COSTS	164,589	54,988	54,917	54,884	-	
IV. PROGRAM & ADMINISTRATIVE COSTS (Sum of II and III)	1,921,180	630,957	688,200	602,023	-	
V. RETAINED EARNINGS (Maximum 3% of IV)	-	-	-	-	-	
VI. TOTAL COSTS (Sum of IV and V)	1,921,180	630,957	688,200	602,023	-	
VII. REVENUE	72,792	24,264	24,264	24,264	-	
ADJUSTMENT BY COUNTY	-	-	-	-	-	
FY 23/24 - VII TOTAL COUNTY COSTS ELIGIBLE (VI LESS VII)	1,848,388	606,693	663,936	577,759	-	
FY 21/22 - TOTAL COSTS	1,747,782	570,331	619,872	657,579	N/A	
Is the program Rate Based?		Yes	Yes	Yes	Yes	
Bed/Unit Capacity		3	3	3	3	
Total Units (Bed Capacity x 365 if residential)		1095	1095	1095	1095	
Attendance Factor		85%	85%	85%	85%	
Projected Units		931	931	931	931	
FY 23/24 - Rate		\$ 651.66	\$ 773.14	\$ 620.58		

ADMINISTRATIVE COSTS PRORATION SPREAD BY COUNTY PROGRAM OFFICE

AGENCY: Community Interactions, Inc.

FISCAL YEAR ENDING: June 30 2024

COUNTY PROGRAM OFFICE: Mental Health

Program Cost Center (if Applicable)	Agency Programs:					Community Residential Services
	TOTAL AGENCY FOR COUNTY PROGRAM	Bullens	Brookside	Verona Road		
I. EXPENDITURE ITEMS		0	0	0	0	
A. Personnel Services	145,154	48,386	48,313	48,455	-	-
1. Wages and Salaries	91,878	30,626	30,626	30,626	-	-
2. Employee Benefits	25,726	8,576	8,575	8,575	-	-
3. Miscellaneous Personnel	27,550	9,184	9,112	9,254	-	-
B. Operating Expenses	10,305	3,435	3,406	3,464	-	-
1. Occupancy	1,945	648	643	654	-	-
2. Communications	1,045	348	345	352	-	-
3. Administrative Supplies	7,315	2,439	2,418	2,458	-	-
4. Transportation	-	-	-	-	-	-
5. Miscellaneous Operating Expenses (Identify below)	-	-	-	-	-	-
a. Professional Dues/Memberships	-	-	-	-	-	-
b. Interest	-	-	-	-	-	-
c.	-	-	-	-	-	-
d.	-	-	-	-	-	-
e.	-	-	-	-	-	-
f.	-	-	-	-	-	-
C. Equipment & Other Fixed Assets	9,130	3,167	3,198	2,765	-	-
1. Purchase of Fixed Assets	5,900	2,090	2,130	1,680	-	-
2. Repairs & Improvement of Fixed Assets	3,230	1,077	1,068	1,085	-	-
D. AGENCY INDIRECT ADMINISTRATIVE EXPENSES	-	-	-	-	-	-
E. TOTAL ADMINISTRATIVE EXPENSES (A&B&C&D)	164,589	54,988	54,917	54,684	-	-
F. ADMINISTRATIVE REVENUE	-	-	-	-	-	-
G. TOTAL ADMINISTRATION (E-F)	164,589	54,988	54,917	54,684	-	-

SCHEDULE OF EQUIPMENT PURCHASES BY COUNTY PROGRAM OFFICE

AGENCY: Community Interactions, Inc.
 FISCAL YEAR ENDING: June 30 2024
 COUNTY PROGRAM OFFICE: Mental Health
 TOTAL FIXED ASSETS: \$19,770.00

Total from Agency Tab
 ##### Total from Agency Tab
 ##### \$5,900.00

Total from Agency Tab
 ##### \$19,770.00

DESCRIPTION OF ITEM	QUANTITY	DATE OF ACQUISITION	PER ITEM COST	TOTAL COST	AMOUNT ELIGIBLE FOR DHS PARTICIPATION	AGENCY PROGRAM	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	COST CENTER (IF APPLICABLE)
Enterprise Monthly Effort	1		\$5,285.00 \$	5,285.00	\$5,285.00	Bullens	5285		
Enterprise Monthly Effort	1		\$5,285.00 \$	5,285.00	\$5,285.00	Brookside	1190		
Various as needed during the year	1		\$1,190.00 \$	1,190.00	\$1,190.00	Bullens	1170		
Various as needed during the year	1		\$1,170.00 \$	1,170.00	\$1,170.00	Brookside	940		
Various as needed during the year	1		\$940.00 \$	940.00	\$940.00	Verona Road		2,980	
Administrative Allocation	1		\$2,090.00 \$	2,090.00	\$2,090.00	Bullens			
Administrative Allocation	1		\$2,130.00 \$	2,130.00	\$2,130.00	Brookside			
Administrative Allocation	1		\$1,680.00 \$	1,680.00	\$1,680.00	Verona Road			
TOTAL			\$19,770.00 \$	19,770.00	\$19,770.00		\$13,870.00	\$5,900.00	

TOTAL BY AGENCY PROGRAM	Total Cost	Total Eligible for DHS Participation	Total Charged as Direct Cost	Total Charged as Administrative Cost
Bullens	\$ 8,565	\$ 8,565	\$ 6,475	\$ 2,090
Brookside	\$ 8,585	\$ 8,585	\$ 6,455	\$ 2,130
Verona Road	\$ 2,520	\$ 2,520	\$ 940	\$ 1,580
Community Residential Services	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 19,670	\$ 19,670	\$ 13,870	\$ 5,800

**REPORT OF REVENUE BY
COUNTY PROGRAM OFFICE**

AGENCY: Community Interactions, Inc.

FISCAL YEAR ENDING: June 30 2024

COUNTY PROGRAM OFFICE: Mental Health

		Agency Programs:				
	TOTAL AGENCY FOR COUNTY PROGRAM	Bullens	Brookside	Verona Road	Community Residential Services	
REVENUE SOURCES						
Program Service Fees	-					
Private Insurance	-					
Room and Board	72,792	24264	24264	24264		
Medical Assistance	-					
Medicaid HMO	-					
EPSDT	-					
Interest	-					
Other (Please Identify)	-	0	0	0	0	
0	-					
0	-					
0	-					
TOTAL	72,792	24264	24264	24264	0	

ROSTER OF PERSONNEL BY COUNTY PROGRAM OFFICE

AGENCY: Community Interactions, Inc.

FISCAL YEAR ENDING: June 30 2024

COUNTY PROGRAM OFFICE: Mental Health

TOTAL SALARIES: \$1,271,635.00

Total from Agency Tab \$1,179,767.00
Total from Agency Tab \$91,878.00

EMPLOYEE NAME	COUNTY DEFINITION POSITION CLASSIFICATION	GRADE LEVEL	TOTAL ANNUAL COUNTY APPROVED SALARY	ACTUAL ANNUAL SALARY	TOTAL HOURS PER WEEK AT AGENCY	TOTAL DIRECT & INDIRECT SALARY FOR AGENCY PROGRAM IDENTIFIED	AGENCY PROGRAM	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	TOTAL DIRECT & INDIRECT HOURS PER WEEK FOR AGENCY PROGRAM IDENTIFIED	TOTAL HOURS PER WEEK CHARGED AS DIRECT COST	TOTAL HOURS PER WEEK CHARGED AS ADMINISTRATIVE COST	COST CENTER (IF APPLICABLE)
Ware, S	Accountant		\$44,100.00	\$44,100.00	32	\$1,323	Bullens		\$1,323	1	0	1	
Ware, S	Accountant		\$44,100.00	\$44,100.00	32	\$1,323	Brookside		\$1,323	1	0	1	
Ware, S	Accountant		\$44,100.00	\$44,100.00	32	\$1,323	Verona Road		\$1,323	1	0	1	
Ware, S	Accounts Payable		\$37,600.00	\$37,600.00	28	\$1,134	Bullens		\$1,134	1	0	1	
Ware, S	Accounts Payable		\$37,600.00	\$37,600.00	28	\$1,134	Brookside		\$1,134	1	0	1	
Ware, S	Accounts Payable		\$37,600.00	\$37,600.00	28	\$1,134	Verona Road		\$1,134	1	0	1	
Thomas, S	Accounts Receivable		\$47,250.00	\$47,250.00	37.5	\$1,418	Bullens		\$1,418	1.15	0	1.15	
Thomas, S	Accounts Receivable		\$47,250.00	\$47,250.00	37.5	\$1,418	Brookside		\$1,418	1.15	0	1.15	
Thomas, S	Accounts Receivable		\$47,250.00	\$47,250.00	37.5	\$1,418	Verona Road		\$1,418	1.15	0	1.15	
Sullivan, R	Admin. Asst		\$44,100.00	\$44,100.00	37.5	\$1,323	Bullens		\$1,323	1.15	0	1.15	
Sullivan, R	Admin. Asst		\$44,100.00	\$44,100.00	37.5	\$1,323	Brookside		\$1,323	1.15	0	1.15	
Sullivan, R	Admin. Asst		\$44,100.00	\$44,100.00	37.5	\$1,323	Verona Road		\$1,323	1.15	0	1.15	
Hall, S	Admin. Asst. I		\$49,345.00	\$49,345.00	37.5	\$3,948	Bullens		\$3,948	3	0	3	
Hall, S	Admin. Asst. I		\$49,345.00	\$49,345.00	37.5	\$3,948	Brookside		\$3,948	3	0	3	
Hall, S	Admin. Asst. I		\$49,345.00	\$49,345.00	37.5	\$3,948	Verona Road		\$3,948	3	0	3	
McGuff, J	Asst. Res Perm Dir		\$69,684.00	\$69,684.00	37.5	\$5,575	Bullens		\$5,575	3	0	3	
McGuff, J	Asst. Res Perm Dir		\$69,684.00	\$69,684.00	37.5	\$5,575	Brookside		\$5,575	3	0	3	
McGuff, J	Asst. Res Perm Dir		\$69,684.00	\$69,684.00	37.5	\$5,575	Verona Road		\$5,575	3	0	3	
Wierzycki, W	Behavioral Specialist		\$70,106.00	\$70,106.00	37.5	\$5,608	Bullens		\$5,608	3	0	3	
Wierzycki, W	Behavioral Specialist		\$70,106.00	\$70,106.00	37.5	\$5,608	Brookside		\$5,608	3	0	3	
Wierzycki, W	Behavioral Specialist		\$70,106.00	\$70,106.00	37.5	\$5,608	Verona Road		\$5,608	3	0	3	
Saulino - 123 500	GED		\$129,875.00	\$129,875.00	37.5	\$3,890	Bullens		\$3,890	1.15	0	1.15	
Saulino - 123 500	GED		\$129,875.00	\$129,875.00	37.5	\$3,890	Brookside		\$3,890	1.15	0	1.15	
Saulino - 123 500	GED		\$129,875.00	\$129,875.00	37.5	\$3,890	Verona Road		\$3,890	1.15	0	1.15	
Cliff - 119 703	GFO		\$125,888.00	\$125,888.00	37.5	\$3,771	Bullens		\$3,771	1.15	0	1.15	
Cliff - 119 703	GFO		\$125,888.00	\$125,888.00	37.5	\$3,771	Brookside		\$3,771	1.15	0	1.15	
Cliff - 119 703	GFO		\$125,888.00	\$125,888.00	37.5	\$3,771	Verona Road		\$3,771	1.15	0	1.15	
Fleming, G	Controller		\$109,800.00	\$109,800.00	37.5	\$3,024	Bullens		\$3,024	1.15	0	1.15	
Fleming, G	Controller		\$109,800.00	\$109,800.00	37.5	\$3,024	Brookside		\$3,024	1.15	0	1.15	
Fleming, G	Controller		\$109,800.00	\$109,800.00	37.5	\$3,024	Verona Road		\$3,024	1.15	0	1.15	
McDonald, C	Exec Asst		\$67,200.00	\$67,200.00	37.5	\$2,016	Bullens		\$2,016	1.15	0	1.15	
McDonald, C	Exec Asst		\$67,200.00	\$67,200.00	37.5	\$2,016	Brookside		\$2,016	1.15	0	1.15	
McDonald, C	Exec Asst		\$67,200.00	\$67,200.00	37.5	\$2,016	Verona Road		\$2,016	1.15	0	1.15	
Benefit/Training	FTE benefit/training		\$90,608.00	\$90,608.00	10	\$24,182	Bullens		\$24,182	0	0	0	
Benefit/Training	FTE benefit/training		\$90,608.00	\$90,608.00	10	\$24,182	Brookside		\$24,182	0	0	0	
Benefit/Training	FTE benefit/training		\$90,608.00	\$90,608.00	10	\$24,182	Verona Road		\$24,182	0	0	0	
Vecchioni, B	HR Specialist		\$65,100.00	\$65,100.00	37.5	\$1,953	Bullens		\$1,953	1.15	0	1.15	
Vecchioni, B	HR Specialist		\$65,100.00	\$65,100.00	37.5	\$1,953	Brookside		\$1,953	1.15	0	1.15	
Vecchioni, B	HR Specialist		\$65,100.00	\$65,100.00	37.5	\$1,953	Verona Road		\$1,953	1.15	0	1.15	
Swain, S	Human Res Dir		\$93,450.00	\$93,450.00	37.5	\$2,804	Bullens		\$2,804	1.15	0	1.15	
Swain, S	Human Res Dir		\$93,450.00	\$93,450.00	37.5	\$2,804	Brookside		\$2,804	1.15	0	1.15	
Swain, S	Human Res Dir		\$93,450.00	\$93,450.00	37.5	\$2,804	Verona Road		\$2,804	1.15	0	1.15	
Hannah-Wilson, D	Human Res VP		\$120,750.00	\$120,750.00	37.5	\$3,623	Bullens		\$3,623	1.15	0	1.15	
Hannah-Wilson, D	Human Res VP		\$120,750.00	\$120,750.00	37.5	\$3,623	Brookside		\$3,623	1.15	0	1.15	
Hannah-Wilson, D	Human Res VP		\$120,750.00	\$120,750.00	37.5	\$3,623	Verona Road		\$3,623	1.15	0	1.15	
Dover, E	Incl/Mgr/Health Cert		\$94,500.00	\$94,500.00	37.5	\$7,560	Bullens		\$7,560	3	0	3	
Dover, E	Incl/Mgr/Health Cert		\$94,500.00	\$94,500.00	37.5	\$7,560	Brookside		\$7,560	3	0	3	
Dover, E	Incl/Mgr/Health Cert		\$94,500.00	\$94,500.00	37.5	\$7,560	Verona Road		\$7,560	3	0	3	
Parke, M	IT Technician		\$73,500.00	\$73,500.00	37.5	\$2,205	Bullens		\$2,205	1.15	0	1.15	
Parke, M	IT Technician		\$73,500.00	\$73,500.00	37.5	\$2,205	Brookside		\$2,205	1.15	0	1.15	
Parke, M	IT Technician		\$73,500.00	\$73,500.00	37.5	\$2,205	Verona Road		\$2,205	1.15	0	1.15	
Mauk, C	Maint. Rpmn. 1		\$46,683.00	\$46,683.00	37.5	\$3,735	Bullens		\$3,735	3	0	3	
Mauk, C	Maint. Rpmn. 1		\$46,683.00	\$46,683.00	37.5	\$3,735	Brookside		\$3,735	3	0	3	
Mauk, C	Maint. Rpmn. 1		\$46,683.00	\$46,683.00	37.5	\$3,735	Verona Road		\$3,735	3	0	3	
Abrams, I	NURSE RN		\$9,293.00	\$9,293.00	4.5	\$3,097	Bullens		\$3,097	1.5	0	1.5	
Abrams, I	NURSE RN		\$9,293.00	\$9,293.00	4.5	\$3,097	Brookside		\$3,097	1.5	0	1.5	
Abrams, I	NURSE RN		\$9,293.00	\$9,293.00	4.5	\$3,097	Verona Road		\$3,097	1.5	0	1.5	

ROSTER OF PERSONNEL BY COUNTY PROGRAM OFFICE

AGENCY: Community Interactions, Inc.

FISCAL YEAR ENDING: June 30 2024

COUNTY PROGRAM OFFICE: Mental Health

TOTAL SALARIES: \$1,271,636.00

Total from Agency Tab \$1,179,767.00
Total from Agency Tab \$91,876.00

EMPLOYEE NAME	COUNTY DEFINITION POSITION CLASSIFICATION	GRADE LEVEL	TOTAL ANNUAL COUNTY APPROVED SALARY	ACTUAL ANNUAL SALARY	TOTAL HOURS PER WEEK AT AGENCY	TOTAL DIRECT & INDIRECT SALARY FOR AGENCY PROGRAM IDENTIFIED	AGENCY PROGRAM	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	TOTAL DIRECT & INDIRECT HOURS PER WEEK FOR AGENCY PROGRAM IDENTIFIED	TOTAL HOURS PER WEEK CHARGED AS ADMINISTRATIVE COST	COST CENTER (IF APPLICABLE)
Sebill, J	Payroll Manager		\$71,400.00	\$71,400.00	37.5	\$2,142	Bullens		\$2,142	1.15	0	1.15
Sebill, J	Payroll Manager		\$71,400.00	\$71,400.00	37.5	\$2,142	Brookside		\$2,142	1.15	0	1.15
Sebill, J	Payroll Manager		\$71,400.00	\$71,400.00	37.5	\$2,142	Verona Road		\$2,142	1.15	0	1.15
Murray, G.	Personnel Analyst 1		\$55,384.00	\$55,384.00	37.5	\$4,431	Bullens	\$4,431		3	3	0
Murray, G.	Personnel Analyst 1		\$55,384.00	\$55,384.00	37.5	\$4,431	Brookside	\$4,431		3	3	0
Murray, G.	Personnel Analyst 1		\$55,384.00	\$55,384.00	37.5	\$4,431	Verona Road	\$4,431		3	3	0
Rogers, B	PROPERTY MANAG		\$37,008.00	\$37,008.00	37.5	\$6,951	Bullens	\$6,951		3	3	0
Rogers, B	PROPERTY MANAG		\$37,008.00	\$37,008.00	37.5	\$6,951	Brookside	\$6,951		3	3	0
Rogers, B	PROPERTY MANAG		\$37,008.00	\$37,008.00	37.5	\$6,951	Verona Road	\$6,951		3	3	0
Corporal, D	Res Pgm Director		\$2,425.00	\$2,425.00	37.5	\$5,584	Bullens	\$5,584		3	3	0
Corporal, D	Res Pgm Director		\$2,425.00	\$2,425.00	37.5	\$5,584	Brookside	\$5,584		3	3	0
Corporal, D	Res Pgm Director		\$2,425.00	\$2,425.00	37.5	\$5,584	Verona Road	\$5,584		3	3	0
Corporal, E	Res Pgm Supv.		\$54,144.00	\$54,144.00	20	\$28,877.00	Bullens	\$28,877.00		30	30	0
Ellis, B	Res. Pgm. Supv.		\$52,981.00	\$52,981.00	20	\$28,256.00	Brookside	\$28,256.00		30	30	0
Vacancy - VR	Res. Pgm. Supv.		\$50,400.00	\$50,400.00	3	\$28,880.00	Verona Road	\$28,880.00		3	3	0
Various substitute staff	Res. Pgm. Trainee		5500	5500	3	5500	Bullens			3	3	0
Various substitute staff	Res. Pgm. Trainee		5500	5500	3	5500	Brookside			3	3	0
Various substitute staff	Res. Pgm. Trainee		5500	5500	3	5500	Verona Road			3	3	0
Albia, J (Bullens)	Res. Pgm. Worker		\$31,292.00	\$31,292.00	37.5	\$31,292.00	Bullens	\$31,292.00		37.5	37.5	0
Kenney, S (Bullens)	Res. Pgm. Worker		\$31,798.46	\$31,798.46	37.5	\$31,798.46	Bullens	\$31,798.46		37.5	37.5	0
Long, P (Brookside)	Res. Pgm. Worker		\$30,786.86	\$30,786.86	37.5	\$30,786.86	Bullens	\$30,786.86		37.5	37.5	0
Pyne, J (Bullens)	Res. Pgm. Worker		\$30,282.78	\$30,282.78	37.5	\$30,282.78	Bullens	\$30,282.78		37.5	37.5	0
Vacancy - Bullens/1	Res. Pgm. Worker		\$30,282.78	\$30,282.78	37.5	\$30,282.78	Bullens	\$30,282.78		37.5	37.5	0
Vacancy - Bullens/2	Res. Pgm. Worker		\$30,282.78	\$30,282.78	37.5	\$30,282.78	Bullens	\$30,282.78		37.5	37.5	0
Vacancy - Bullens/3	Res. Pgm. Worker		\$30,282.78	\$30,282.78	37.5	\$30,282.78	Bullens	\$30,282.78		37.5	37.5	0
Willis, K (Bullens)	Res. Pgm. Worker		\$35,339.03	\$35,339.03	37.5	\$38,339.03	Bullens	\$38,339.03		37.5	37.5	0
Zulu, P (Bullens)	Res. Pgm. Worker		\$30,282.78	\$30,282.78	37.5	\$30,282.78	Bullens	\$30,282.78		37.5	37.5	0
Blanco, Z (Brookside)	Res. Pgm. Worker		\$30,282.78	\$30,282.78	37.5	\$31,291.56	Brookside	\$31,291.56		37.5	37.5	0
Boe, A. (Brookside)	Res. Pgm. Worker		\$32,866.44	\$32,866.44	37.5	\$32,866.44	Brookside	\$32,866.44		37.5	37.5	0
Corvino, P (Brookside)	Res. Pgm. Worker		\$35,254.28	\$35,254.28	37.5	\$38,264.28	Brookside	\$38,264.28		37.5	37.5	0
Boe, A. (Brookside)	Res. Pgm. Worker		\$32,866.48	\$32,866.48	37.5	\$32,866.48	Brookside	\$32,866.48		37.5	37.5	0
Harmon, R. (Brookside)	Res. Pgm. Worker		\$32,301.36	\$32,301.36	37.5	\$32,301.36	Brookside	\$32,301.36		37.5	37.5	0
Almeida, R. (Brookside)	Res. Pgm. Worker		\$31,798.46	\$31,798.46	37.5	\$31,798.46	Brookside	\$31,798.46		37.5	37.5	0
Kemara, M. (Brookside)	Res. Pgm. Worker		\$30,282.78	\$30,282.78	37.5	\$30,282.78	Brookside	\$30,282.78		37.5	37.5	0
Mannix, P (Brookside)	Res. Pgm. Worker		\$30,282.78	\$30,282.78	37.5	\$30,282.78	Brookside	\$30,282.78		37.5	37.5	0
Mansaray, B (Brookside)	Res. Pgm. Worker		\$30,282.78	\$30,282.78	37.5	\$30,282.78	Brookside	\$30,282.78		37.5	37.5	0
Vacancy - Brookside	Res. Pgm. Worker		\$30,282.78	\$30,282.78	37.5	\$30,282.78	Brookside	\$30,282.78		37.5	37.5	0
Chappell, K (Verona)	Res. Pgm. Worker		\$37,714.00	\$37,714.00	37.5	\$37,714.00	Verona Road	\$37,714.00		37.5	37.5	0
Klein, J. (Verona)	Res. Pgm. Worker		\$34,112.00	\$34,112.00	37.5	\$34,112.00	Verona Road	\$34,112.00		37.5	37.5	0
Kurtz, A. (Verona)	Res. Pgm. Worker		\$34,709.00	\$34,709.00	37.5	\$34,709.00	Verona Road	\$34,709.00		37.5	37.5	0
Teague, J. (Verona)	Res. Pgm. Worker		\$34,112.00	\$34,112.00	37.5	\$34,112.00	Verona Road	\$34,112.00		37.5	37.5	0
Thomas-Beckford, M. (Verona)	Res. Pgm. Worker		\$30,282.78	\$30,282.78	37.5	\$30,282.78	Verona Road	\$30,282.78		37.5	37.5	0
Vacancy - VR1	Res. Pgm. Worker		\$30,282.78	\$30,282.78	37.5	\$30,282.78	Verona Road	\$30,282.78		37.5	37.5	0
Vacancy - VR2	Res. Pgm. Worker		\$30,282.78	\$30,282.78	37.5	\$30,282.78	Verona Road	\$30,282.78		37.5	37.5	0
TOTAL			\$ 6,065,833.00	\$ 6,065,833.00		\$ 1,271,636.00		\$ 1,179,767.00	\$ 91,876.00			

ROSTER OF PERSONNEL BY COUNTY PROGRAM OFFICE

AGENCY: Community Interactions, Inc.

FISCAL YEAR ENDING: June 30 2024

COUNTY PROGRAM OFFICE: Mental Health

TOTAL SALARIES: \$1,271,826.00

Total from Agency Tab \$1,179,757.00

Total from Agency Tab \$91,079.00

EMPLOYEE NAME	COUNTY DEFINITION POSITION CLASSIFICATION	GRADE LEVEL	TOTAL ANNUAL COUNTY APPROVED SALARY	ACTUAL ANNUAL SALARY	TOTAL HOURS PER WEEK AT AGENCY	TOTAL DIRECT & INDIRECT SALARY FOR AGENCY PROGRAM IDENTIFIED	AGENCY PROGRAM	AMOUNT CHARGED AS DIRECT COST	AMOUNT CHARGED AS ADMINISTRATIVE COST	TOTAL DIRECT & INDIRECT HOURS PER WEEK FOR AGENCY PROGRAM IDENTIFIED	TOTAL HOURS PER WEEK CHARGED AS ADMINISTRATIVE COST	TOTAL HOURS PER WEEK CHARGED AS DIRECT COST	COST CENTER (IF APPLICABLE)
TOTAL BY AGENCY PROGRAM		Total Direct Salary	Total Administrative Salary										
Bullens		\$ 418,272	\$ 387,649	\$ 30,628									
Brookside		\$ 459,543	\$ 425,917	\$ 30,628									
Verona Road		\$ 398,820	\$ 356,184	\$ 30,628									
Community Residential		\$ -	\$ -	\$ -									

SCHEDULE OF PURCHASED TREATMENT BY COUNTY PROGRAM OFFICE

AGENCY: Community Interactions, Inc.

FISCAL YEAR ENDING: June 30 2024

COUNTY PROGRAM OFFICE: Mental Health

TOTAL PURCHASED TREATMENT: \$0.00

Total from Agency Tab
\$0.00

PROVIDER (LIST INDIVIDUALLY)	RATE	DEFINITION FOR UNIT RATE	NUMBER OF UNITS PROVIDED	TOTAL COST	AMOUNT ELIGIBLE FOR DHS PARTICIPATION	AGENCY PROGRAM	COST CENTER (IF APPLICABLE)
				\$ -			5
				\$ -			5
				\$ -			5
				\$ -			5
				\$ -			5
				\$ -			5
TOTAL				\$ 0			0

TOTAL BY AGENCY PROGRAM	Total Cost	Total Eligible for DHS Participation
Bullens	\$ -	\$ -
Brookside	\$ -	\$ -
Verona Road	\$ -	\$ -
Community Residential Service	\$ -	\$ -

DELAWARE COUNTY HUMAN SERVICES
 BUDGET INFORMATION FOR CONTRACT PAGE - COUNTY PROGRAM OFFICE

Agency:	Community Illustrations, Inc.	Total Contract:											Comments:	
Fiscal Year Ending:	June 30 2023		Specialty Code:	Procedure Code:	Price Modifier:	Unit Modifier:	Location Code:	Unit Value:	Cost Center:	Funding Type:	N/A Contract?	Total Cost:	Approved Cost:	Rate:
County Program Office:	Mental Health		456	7248	HW	0	0178	Day	3.15	FFS	Yes			\$ 51,250
Agency Programs:	Bullying		456	7248	HW	0	0179	Day	2.16	FFS	Yes			\$ 713.14
	Breakside		456	7248	HW	0	0181	Day	3.15	FFS	Yes			\$ 570.95
	Verona Road		456	7248	HW	0	0	0	0	0	0			
	Community Residential Services		0	0	0	0	0	0	0	0	0			

DELAWARE COUNTY HUMAN SERVICES
 BUDGET INFORMATION FOR CONTRACT Z PAGE - COUNTY PROGRAM OFFICE

Agency:	Community Interactions, Inc.									
Fiscal Year Ending:	June 30 2024									
County Program Office:	Mental Health									
Agency Programs:	Bullens	Unit Value:	Day	N/A Contract?	Yes	Total Cost:	Approved Cost:	Rate:	\$ 651.66	Comments:
	Brookside	Day	Day	Yes	Yes			\$ 713.14		
	Verona Road	Day	Day	Yes	Yes			\$ 620.58		
	Community Residential Services	0	0	0	0	-				



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Caitlyn Brown, Human Services

ITEM TYPE: Award of Contract

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of Early Learning Resource Center agreements for fiscal year 23/24 as outlined on the attached list. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 1923-4204-631000

ESTIMATED/ACTUAL COST OF REQUEST: N/A

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: The attached list of Regulated providers has submitted the required information to establish a Provider Agreement with Early Learning Resource Center (ELRC) of Delaware County to accept subsidized childcare clients.

ATTACHMENTS:
[ATTACHMENT_ELRC_LIST_2324.docx](#)

**EARLY LEARNING RESOURCE CENTER REGION 15 (ELRC)
23/24 REGULATED AGREEMENTS**

<u>AGREEMENT NUMBER</u>	<u>PROVIDER</u>	<u>TERM</u>	<u>AMOUNT</u>
ELRC 1125/23	Malvern Academy LLC	1/1/24-*	N/A (Based on maximum State childcare allowance)

***Either party may terminate this Agreement in accordance with Article IV of this Agreement.**



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Thavy Sim, Human Services

ITEM TYPE: Amendment

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval to amend Contract #MH 97/23 with Mental Health Partnerships. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 1024-xxxx-631000

ESTIMATED/ACTUAL COST OF REQUEST: \$362,589

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: Please see the attached supporting documents.

ATTACHMENTS:

- [Mental Health Partnerships MH 97/23 Summary Page](#)
- [Mental Health Partnerships MH 97/23 Appendix Z / Budget Current](#)
- [Mental Health Partnerships MH 97/ 23 Appendix Z /Budget Revised](#)

Delaware County Human Services Request for Contract Amendment

Program Office: Mental Health

Provider: **Mental Health Partnerships**

Current Contract Amount: **\$1,396,622**

Current Contract Effective Dates: **7/1/2023** to **6/30/2024**

Proposed Contract Amount: **\$1,759,211**

Proposed Contract Increase/Decrease: **\$362,589**

Proposed Contract Effective Dates: **7/1/2023** to **6/30/2024**

Funding (Entire Contract):

Federal Funding Source(s):		Amount:	
State Funding Source(s):	Human Services Block Grant	Amount:	97.94%
Other Funding Source(s):		Amount:	
County Funding:		Amount:	2.06%

Available Budget (Only for Increase Amount):

SAP Account(s)	1024-xxxx-631000	Balance:	\$585,064.20

Amendment Statement:

The Department of Human Services, Mental Health requests permission to amend Contract #MH 97/23 with Mental Health Partnerships. Subject to Solicitor's approval.

Amendment Request:

This request to amend Contract #MH 97/23 reflects an increase of \$362,589 to the overall value of the agreement for the following services:

Adult Social Rehabilitation - The total budgeted costs for the Delco Share program (Social Rehab) is to operate the program 7 days each week.

Recovery Institute - Total budgeted allocation for Delco Recovery Institute was \$158,529 in the prior period for one Certified Peer Specialist class along with the required continuing education courses. Fiscal Year 2024 included an increase to include two Certified Peer Specialist courses for the period along with the required continuing education courses. The Office of Mental Health and Substance Abuse Services has promoted the use of Certified Peer Specialists in many services, and currently providers are requesting more training to fill open positions.

Representative Payee - The Representative Payee program provides financial management services to vulnerable individuals who need assistance with managing their money. The program has faced staffing challenges due to low salaries, high workload, and the pandemic, which have affected its ability to recruit and retain qualified staff. To address this issue, the program increased the hourly staff rate from \$16.25 to \$18 in May 2022, and promoted the most tenured staff to a Lead position with a pay of \$21.42 an hour. These salary adjustments have helped the program maintain its current staff and attract new staff, which are essential for ensuring the fiduciary responsibility and integrity of the program. However, these salary adjustments were not supported by any rate increase from the funding source and were only possible by using funds from staffing vacancies, which are no longer available in the FY24 budget. Therefore, the program has requested a budget increase of \$20,000 for FY24 to cover the salary increase, benefits, and administrative costs of operating the program. The program hopes to receive the necessary funding to avoid a programmatic crisis and continue providing quality services to its clients.

Blended Case Management – Mental Health Partnership was awarded the contract for these services in the prior period with the startup costs of \$338,700 that remain unspent to date as the provider is still working on obtaining credentialing from CCBH. This program will target 125 clients who are experiencing homelessness along with severe and pervasive mental health challenges with or without co-occurring substance use. The provider will also serve individuals with a history of unsuccessful outpatient treatment.

Program Need for Requested Service:

Mental Health requested Mental Health Partnerships become a blended Case Management program in 2022, when another program was potentially closing their program. The program has been licensed, and Mental Health Partnerships is working on developing the program. The startup costs associated with this budget will be utilized by the provider until they have a contract agreement with Community Care Behavioral Health and for individuals who are uninsured and require County support.

Mental Health has requested that Mental Health Partnerships add a second Certified Peer Specialist class. The Office of Mental Health and Substance Abuse Services has recognized the benefit of peer support in an individual's recovery. According to the Substance Abuse and Mental Health Services Administration, use of peer support in mental health services has shown the following benefits for individuals in recovery.

- Increased Social Functioning
- Increased Empowerment and Hope
- Increased Quality of Life and Life Satisfaction
- Increased Engagement and activation in Treatment
- Increased Community Engagement
- Reduced Use of Inpatient Services
- Decreased Self Stigma
- Decreased Costs to the Mental Health System
- Decreased Hospitalization

The addition of a second class will allow more individuals to become Certified Peer Specialists.

Mental Health Partnerships provides a Representative Payee service for those individuals unable to manage their own funds, and do not have a relative willing or able to take on that responsibility. Funds were requested to increase hourly staff salaries, and to create a lead position. These adjustments were requested to help retain current staff and recruit new staff when needed.

Was a Request for Proposal Issued? Yes No Date:

Number of Proposals received:

Summary of Request for Proposal Process:

Rationale for Choosing Current Provider versus Issuing a Request for Proposal:

This provider is the only provider certified to train Certified Peer Specialists in the area.

Mental Health had requested providers to take on new services, and/or increase existing services relatively quickly, as a major provider in the County had given notice of closing mental health services.

Plan to issue Request for Proposal or rationale if not planning on issuing one:

Mental Health will continue to determine the need to issue a request for proposals on a program-by-program basis. This provider has many programs that benefit individuals in the County that are not covered by Medical Assistance, however, are critical for individuals in recovery.

Metrics utilized to evaluate provider and results of last assessment:

Program staff meet regularly with the provider to determine compliance with all outlined contracted services. This provider has struggled with some aspects of documentation, however, has made progress and will continue to be monitored by Mental Health program staff.

Date Request Discussed with Human Services Director:

February 14, 2024

Program Approval: 

Date: 01/02/2024

Fiscal Approval: 

Date: 2-21-24

CFO Approval: 

Date: 2.26.24

Human Services Director: 

Date: _____

DELAWARE COUNTY HUMAN SERVICES
 BUDGET INFORMATION FOR CONTRACT Z PAGE - COUNTY PROGRAM OFFICE
 MH 97/23

Total Contract: 1,396,622

Agency: Mental Health Partnerships

Fiscal Year Ending: June 30, 2024

County Program Office: Mental Health

Agency Programs: Social Rehab

Agency Programs	Unit Value:	Cost Center:	Funding Type:	N/A Contract?	Total Cost:
Recovery Institute	15 Minutes	3.14	FFS	No	\$ 403,641
Rep Payee Program	15 Minutes	3.14	FFS	No	\$ 102,830
Mental Health Crisis Court				No	\$ 10,000
Blended Case Management				No	\$ 668,035
Certified Peer Specialist	15 Minutes	3.14	FFS	No	\$ 53,587

DELAWARE COUNTY HUMAN SERVICES
 BUDGET INFORMATION FOR CONTRACT Z PAGE - COUNTY PROGRAM OFFICE
 MH 97/23

Agency:	Mental Health Partnerships	Total Contract:	1,759,211	
Fiscal Year Ending:	June 30, 2024			
County Program Office:	Mental Health			
Agency Programs:	Social Rehab	Unit Value:	15 Minutes	Cost Center: 3.14
	Recovery Institute	Funding Type:	FFS	N/A Contract? No
	Rep Payee Program	Unit Value:	15 Minutes	Cost Center: 3.14
	Mental Health Crisis Court	Funding Type:		N/A Contract? No
	Blended Case Management	Unit Value:		Cost Center:
	Certified Peer Specialist	Funding Type:	FFS	N/A Contract? No
	REVISSED - 2/14/24	Unit Value:		Cost Center:
		Total Cost:	\$ 403,641	
		Total Cost:	\$ 158,529	
		Total Cost:	\$ 223,693	
		Total Cost:	\$ 10,000	
		Total Cost:	\$ 788,898	
		Total Cost:	\$ 174,450	



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Caitlyn Brown, Human Services

ITEM TYPE: Award of Contract

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of Early Learning Resource Center agreements for fiscal year 22/23 as outlined on the attached list. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: 1923-4204-631000

ESTIMATED/ACTUAL COST OF REQUEST: N/A

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: The attached list of Regulated providers has submitted the required information to establish a Provider Agreement with Early Learning Resource Center (ELRC) of Delaware County to accept subsidized childcare clients.

ATTACHMENTS:
[ATTACHMENT_ELRC_LIST_2223.docx](#)

**EARLY LEARNING RESOURCE CENTER REGION 15 (ELRC)
22/23 REGULATED AGREEMENTS**

<u>AGREEMENT NUMBER</u>	<u>PROVIDER</u>	<u>TERM</u>	<u>AMOUNT</u>
ELRC 1124/22	Rices Brightest Learning Center	5/1/23-*	N/A (Based on maximum State childcare allowance)

***Either party may terminate this Agreement in accordance with Article IV of this Agreement.**



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Thavy Sim, Human Services

ITEM TYPE: Award of Contract

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval to enter into a new contractual agreement with Anne Marie Winner. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: N/A

ESTIMATED/ACTUAL COST OF REQUEST: N/A

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS: Please see the attached supporting documents.

ATTACHMENTS:
[Anne Marie Winner HS-A 125/23 Contract](#)
[Anne Marie Winner HS-A 125/23 W9](#)

DATE: March 6, 2024

AGENCY: County of Delaware, Department of Human Services

PROVIDER OF SERVICE: Anne Marie Winner
380 Quigley Drive
Malvern, PA 19355

Federal ID #378-76-3327

AGREEMENT PERIOD: Beginning: March 6, 2024
Ending: June 30, 2025

AGREEMENT AMOUNT: N/A*

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their officials thereunto duly authorized.

PROVIDER OF SERVICE

COUNTY OF DELAWARE

AUTHORIZED SIGNATURE

COUNTY COUNCIL CHAIR

PRINT/TYPE AUTHORIZED NAME

DATE

ATTEST:

DATE

COUNTY CLERK

SERVICES : CONTRACTOR



Council
Dr. Monica Taylor
Chair

Richard R. Womack
Vice-Chair

Kevin M. Madden
Elaine Paul Schaefer
Christine A. Reuther

COUNTY OF DELAWARE DEPARTMENT OF HUMAN SERVICES

20 South 69th Street
Upper Darby, PA 19082

www.delcohsa.org
(610) 713-2115
FAX # (610) 713-2254

Angelique Hiers, Director
Department of Human Services

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

Anne Marie Winner
380 Quigley Drive
Malvern, PA 19355

Letter of Agreement for Professional Services ("Agreement") between **Anne Marie Winner** ("Consultant/Provider") and the County of Delaware ("County") for its Department of Human Services ("DHS").

I. Background

County wishes to obtain for its Department of Human Services certain professional services as described in Exhibit "A" to this Agreement (the "Services"). Consultant/Provider desires to provide to the County, and the County has agreed to retain Consultant/Provider to provide the Services to the County.

II. Duties

- a. Consultant/Provider shall perform the Services in accordance with the terms and conditions set forth in this Agreement and in Exhibit "A" and Exhibit "B", which are attached hereto and made a part hereof.
- b. It is expressly acknowledged by the parties that the County and Consultant/Provider are independent contracting parties. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, master/servant, partnership, or joint venture relationship. Consultant/Provider shall be responsible for paying any taxes applicable to payments made under this Agreement.

III. Term and Termination

- a. The term (the "Term") of this Agreement will begin on **March 6, 2024** and end on **June 30, 2025**.
- b. This Agreement may be terminated before the end of the term as follows:
 - i. Either party may terminate this Agreement without cause by giving thirty days written notice to the other.
 - ii. County may terminate this Agreement immediately by giving written notice of termination to Consultant/Provider and without prejudice to

any other rights or remedies County may have, if Consultant/Provider breaches any of its material obligations under this Agreement and does not cure the breach within five business days after Consultant/Provider's receipt of County's notice of the breach which notice shall specify in reasonable detail the nature of the breach. Consultant/Provider may terminate this Agreement immediately by giving written notice of termination to County and without prejudice to any other rights or remedies Consultant/Provider may have, if County breaches any of its material obligations under this Agreement and does not cure the breach within five business days after County's receipt of Consultant/Provider's notice of the breach which notice shall specify in reasonable detail the nature of the breach.

- iii. The County may terminate this Agreement on five business days written notice if County Council determines that entering into this Agreement resulted in a violation of Section 6-12.D of the County's Administrative Code and imposes termination of this Agreement as a penalty for such violation. County Council may also require repayment to the County of any profit made by Contractor under this Agreement as a penalty for such violation. Contractor agrees to send County a written affidavit in reasonable detail calculating such profit within fifteen days of written notice of the imposition of such penalty together with repayment of such profit.
- iv. This Agreement and all rights of Consultant/Provider hereunder shall terminate upon Consultant/Provider's death, and neither Consultant/Provider nor his/her estate shall have any rights hereunder, except with respect to compensation earned by and payable to Consultant/Provider hereunder prior to Consultant/Provider's death if applicable.

IV. Payment

- a. Consultant/Provider shall receive the compensation set forth in Exhibit "A" as payment for all of the Services provided by Consultant/Provider pursuant to this Agreement.
- b. After execution of this Agreement by Consultant/Provider and the County, each month after receipt of Consultant/Provider's invoice with respect to Services performed in the prior month, the County will pay Consultant/Provider amounts due Consultant/Provider under this Agreement as set forth in Exhibit "A". Consultant/Provider and DHS may jointly agree on other payment schedules.

V. Insurance

Contractor shall provide insurance as required in Appendix "F". Contractor shall accept full responsibility for the payment of premiums for all such insurance. Contractor shall furnish to the County proof of insurance coverage on or before the execution date of this Agreement, and, notwithstanding this provision, shall advise the County forthwith of any cancellation or change in insurance(s).

EXHIBIT "A"
COMPENSATION AND SERVICES

The following compensation to be paid to **Anne Marie Winner** ("Consultant/Provider") and list of services to be provided by Consultant/Provider is hereby incorporated into the agreement between Delaware County ("County") for its Department of Human Services ("DHS") and Consultant/Provider (the "Agreement"). All terms used in this Exhibit "A" shall have the same meaning as are assigned to them in the Agreement or in Exhibit "B" to the Agreement.

A-1. Compensation

The County shall pay Consultant/Provider the fees for the Services provided as set forth in A-2 in accordance with the Agreement.

The County shall reimburse Consultant/Provider for Consultant/Provider's reasonable travel, lodging, meals, and related expenses incurred by Consultant/Provider in providing services under this Agreement provided that (a) the services are provided by Consultant/Provider at a location outside of Delaware County; and (b) such expenses were approved by the Director of DHS or her/his designee in writing prior to being incurred. Without limiting the generality of the foregoing, any rail or air travel shall be coach or economy class, the reimbursement for meals, lodging, automobile rental, and personal automobile usage shall not exceed the limits set by DHS's then current expense reimbursement policy. Consultant/Provider shall document expenses in a form satisfactory to DHS.

A-2. Services

As requested by the Director of DHS, or her/his designee from time to time, Consultant/Provider shall provide the following services (the "Services") to DHS:

- At a rate of \$250.00, not to exceed 117 hours
- Please see Scope of Work attached

In addition to those services outlined on the Contractor's attached proposal, Contractor, at a rate of \$250.00 per hour, will provide training and assistance as requested by the Department of Human Services, the Chief Financial Officer, CYS Administrator and/or the HS Contract and RFP Administrator

Scope:

Provide support to Vanessa Pierre and her leadership team at Delaware County Children and Youth Division at the Department of Human Services.

Anne Marie Winner is a long-standing leader in juvenile justice and child welfare (see attached resume). She is currently doing work in Delaware County as a Stoneleigh Fellow involved in juvenile justice transformation.

Anne Marie Winner will provide ongoing coaching to Vanessa Pierre through weekly phone calls and in-person meetings. She will shadow and observe Vanessa Pierre in some of her meetings with staff and other system partners. These observations will be part of strategic discussions with Vanessa Pierre regarding the direction of the agency. Anne Marie Winner will serve as a thought partner with Vanessa Pierre on the status of Delaware County’s Children and Youth Services licensing status with the Commonwealth of Pennsylvania’s, Department of Human Services.

Anne Marie Winner will work with Vanessa Pierre to provide leadership team building within the Children and Youth Services division to ensure collective commitment to the well-being of Delaware County children and families.

Proposed Term: March 6, 2024 – June 30, 2025

Suggested Time Allocation:

Task	Frequency	Total Annual Hours
Executive Coaching with Administrator Pierre	Weekly for 30 Minutes – 48 Weeks	24
Observation of Administrators Meeting	Twice Monthly @ 1.5 Hours – 12 Months	36
Observation of Management Meetings	Bi-monthly @ 1.5 hours	9
Observation of Agency Meetings	Quarterly @ 2 hours	8
Miscellaneous Meetings regarding provisional license	As Needed	10
Leadership Team Building	3 Sessions - Delivered in 2 half- day increments per Session (includes preparation time)	30
	Total Annual Hours	117

Annual Investment: \$29,250 = (117 hours @ \$250 per hour)

Any hours that exceed what is noted in this document will be pre-approved through the amendment process and billed at \$250 per hour.

Reporting: Activities and hours will be reported bi-weekly and billed monthly.

EXHIBIT "B"

GENERAL PROVISIONS

The following general provisions are hereby incorporated into the agreement between Delaware County ("County") for its Department of Human Services ("DHS") and Consultant/Provider (the "Agreement"). All terms used in this Exhibit "B" shall have the same meaning as are assigned to them in the Agreement.

B-1. Compliance with Legal Requirements

This Agreement is subject to the provisions of all pertinent Federal, State and County laws, rules, regulations, ordinances, bulletins, directives, letters, and the like and all amendments made thereto. Definitions of service, eligibility of recipients of service and other limitations on the purchase of the services established in this Agreement are subject to modification by amendments to Federal, State and County laws, rules, regulations, ordinances, bulletins, directives, and letters without further notice to Contractor. Notwithstanding any other provision of this Agreement, the parties hereto acknowledge and agree that each shall comply in all respects with all Federal, State, and County laws, rules, regulations, ordinances, bulletins, directives, letters, and the like regarding the provision of services enumerated herein and pertaining thereto, as the aforesaid may be in effect from time to time.

Compliance with all provisions of Medical Assistance Bulletin 99-11-05, which relates to screening of employees and contractors for exclusion from participation in Federal health care programs and the effect of exclusion on participation.

Compliance with the Civil Rights Act of 1964 is required. The Consultant/Provider will not discriminate against any employment, client, or other person, because of race, color, sex, religious creed, national origin, age, or handicap.

B-2. Assignment

Neither the Agreement nor any of Consultant/Provider's rights hereunder shall be assigned or subcontracted by Consultant/Provider without the prior written consent of County.

B-3. No Third Party Beneficiaries

The parties to the Agreement do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under the Agreement from either County or Consultant/Provider.

B-4. Entire Agreement; Waiver

The Agreement constitutes the entire understanding of the parties hereto and supersedes any and all written or oral agreements, representations, or understanding. The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights established under the Agreement.

B-5. Severability

Any provision of the Agreement which is in violation of any State or Federal law or regulation shall be deemed amended to conform with such law or regulation, except that if such change would materially and substantially alter the obligations of the parties under the Agreement.

B-6. Confidentiality and Use Restrictions

- (A) All government and business information disclosed by County to Consultant/Provider in connection with the Agreement shall be treated as confidential information unless it is or later becomes publicly available through no fault of Consultant/Provider, or it was or later is rightfully developed or obtained by Consultant/Provider from independent sources free from any duty of confidentiality.
- (B) County's confidential information shall be held in strict confidence by Consultant/Provider and shall not be used or disclosed by Consultant/Provider for any purpose except as reasonably necessary to implement or perform the Agreement, or except as required by law or governmental agency, provided that County is given a reasonable opportunity to obtain a protective order at its cost and expense.
- (C) Both Consultant/Provider and Children and Youth Services will at all times respect client's confidentiality and right to privacy and shall comply with all relevant laws and Pennsylvania Department of Human Services regulations and especially with confidentiality requirements set forth in the Child Protective Services Law (11 P.S. 2201 *et seq.*). (Applicable only to Agreements with Children and Youth Services.)
- (D) The provider shall comply with the provision in the attached Appendix CC, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which is incorporated into and made a part of this Agreement if applicable.

B-7. Consultant/Provider Repayments

Consultant/Provider agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments or non-compliance with applicable policies and procedures.

B-8. Amendment

The Agreement may be amended only by mutual agreement expressed in writing and signed by County and Consultant/Provider.

B-9. Successors in Interest

The Agreement and all of the provisions in the Agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators and permitted assigns of Consultant/Provider.

B-10. Applicable Law, Jurisdiction

The Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws. Consultant/Provider irrevocably consents to the exclusive jurisdiction in the Court of Common Pleas of Delaware County, Pennsylvania, in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking and irrevocably agrees to service of process by certified mail, return receipt requested, or nationally recognized overnight courier to the address set forth herein.

B-11. Time of the essence

Time is of the essence to the Agreement.

B-12. Waiver of Jury Trial

Each of the parties hereto irrevocably waives any and all rights it may have to a trial by jury in any action, proceeding or claim of any nature relating to the Agreement or under any other documents or agreements executed in connection herewith. Each party acknowledges that the foregoing waiver is knowing and voluntary.

B-13. Section headings

Section headings are for reference only and shall not affect the interpretation of the Agreement.

B-14. Notices

(A) All notices, requests, demands, consents and other communications required or permitted under the Agreement shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered personally, (b) four business days after being mailed, if mailed by first class certified mail, postage prepaid, return receipt requested, or (c) on the date delivery is received, if sent by a nationally recognized express courier service, postage or delivery charges prepaid, to the party to whom notice is being given to the addresses listed below. Any party may change its address by giving notice of a new address to the other party in accordance with this Section.

(B) Notices sent to County shall be sent to the following address:

Delaware County Department of Human Services
20 South 69th Street
Upper Darby, PA 19082
Attention: Director

With a copy to:

County Solicitor
Delaware County Government Center Building
201 West Front Street
Media, PA 19063

(C) Notices sent to Consultant/Provider shall be sent to the address set forth at the beginning of the Agreement.

(D) Either party may change its address for notices by giving notice of the new address to the other party in accordance with this Section.

B-15. Books and Records

(A) If applicable, under 42 C.F.R. 420.300 *et seq.*, until the expiration of four years after the furnishing of services pursuant to the Agreement, Consultant/Provider, upon receipt of a written request, shall make available to the Secretary of the Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, the Agreement, and books, documents, and records of Consultant/Provider that are necessary to certify the nature and extent of the costs of rendering such applicable services.

- (B) If Consultant/Provider carries out any of the services under the Agreement through a subcontract (which as provided herein is only permitted with the prior, written approval of County) with a value or cost of \$10,000 or more over a twelve month period, such subcontract shall contain a clause to the effect that until the expiration of four years after furnishing of such services pursuant to such subcontract, organization or other person upon receipt of written request, shall make available to the Secretary, Comptroller General, or any of their representatives, the books and records of such organization or other person that are necessary to verify the nature and extent of costs incurred under the Agreement. This paragraph shall survive termination or expiration of the Agreement.

INSURANCE

Before the contract is awarded, and unless otherwise approved by the County of Delaware's (hereinafter referred to as the 'County') representative in writing, the Contractor/Provider shall, at its sole cost and expense, procure the following minimum types and limits of insurance, on forms reasonably acceptable to the County. Such insurance shall be maintained in full force and effect until completion of the Services or final acceptance of the entire Project or the completion of all post-acceptance warranty or related work by Contractor/Provider, whichever is later.

Coverage shall be obtained from reputable insurance carriers authorized to transact that class of business in the state where the work will be performed, or otherwise acceptable to the County, having an A.M. Best Rating of A- VII or better.

All insurance required herein shall be written on an "occurrence" basis, not "claims-made", with the exception of Professional Liability insurance, unless specifically approved by the County in writing.

The County of Delaware reserves the right to grant exception(s) to specific contractors with respect to the requirements herein, if deemed reasonable and if determined that such exception(s) are in the best interests of the County.

1. General Liability:

Commercial General Liability, written on an occurrence basis, covering bodily injury including death, and/or property damage to third parties, which may arise from ongoing and completed operations under the contract, whether such operations are performed by the Contractor/Provider or its subcontractors/subconsultants, anyone directly or indirectly employed by them, or anyone for whom they may be liable, with limits not less than:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Per Project Aggregate	\$2,000,000
Damage to Rented Premises	\$ 50,000
Medical Payments	\$ 10,000
Abuse/Molestation (if applicable to services provided)	\$1,000,000

The General Liability policy shall include contractual liability, covering liability assumed by the Contractor/Provider under the Indemnification and other provisions of the contract.

Any deductible under this coverage is subject to the County's approval, and shall be the sole responsibility of the Contractor/Provider.

2. Business Automobile Liability:

Business Automobile Liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of owned, non-owned, hired, and leased vehicles, including uninsured/underinsured motorists coverage, with limits not less than:

Combined Single Limit	\$ 1,000,000
Uninsured/Underinsured Motorists Liability Limit	\$ 1,000,000

3. Workers' Compensation and Employers Liability

Workers' Compensation and Employers Liability as required by the state in which the work will be performed, including "other states" coverage (if applicable), and USL&H and Jones Act coverage (if applicable), with limits not less than:

Workers' Compensation	Statutory
Bodily Injury, each Employee	\$500,000
Bodily Injury, each Accident	\$500,000
Disease, each Employee	\$500,000

If Contractor/Provider is an exempt self-insurer, sole proprietor, or independent contractor in Pennsylvania, a current exemption certificate shall be provided in lieu of evidence of Workers' Compensation coverage.

4. Umbrella Liability

Umbrella Liability applying excess of the General Liability, Automobile Liability, and Employers Liability policies, on a following-form basis, with limits not less than:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Hazardous work may require higher limits, as requested by the County.

5. All Risk Builders Risk (if applicable)

All Risk (Special Form) Builders Risk insurance, including Earthquake and Flood to the extent reasonably commercially available, providing protection for building, structures, and materials or equipment to be installed in the project, while in the course of construction, in transit to the project site, and while being retained in off-site storage.

The Builders Risk policy shall be written to cover 100% of the completed value of the project, at replacement cost valuation, with an agreed amount provision (coinsurance waived).

Any deductible under this coverage shall be no more than \$25,000 and shall be the sole responsibility of the Contractor.

The policy shall cover the insurable interests of the County, Contractor and Subcontractors in the Work. The County and Contractor waive all rights against each other for damages caused by fire or other perils to the extent payment is actually made under insurance provided under this paragraph, except such rights as they may have to the proceeds of such insurance held by the County. The Contractor shall require similar waivers by Subcontractors.

The County will procure such Builders Risk coverage in compliance with the above provisions, subject to information contained in Appendix 1, which shall be provided by Contractor following award of the bid.

6. Professional Liability/Errors & Omissions Insurance (if applicable)

All Contractors/Providers who will perform, or retain others to perform, professional services in connection with the work (including but not limited to Consultants, Architects, Engineers, Design-Build, Project/Construction Managers) shall provide Professional Liability insurance covering negligent acts, errors, or omissions in the performance of their work, with limits not less than:

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

7. Cyber Insurance

Provider shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering Provider for claims, losses, liabilities, judgements, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this Agreement, including any negligent or otherwise wrongful acts or omissions by Provider or any employee or agent thereof in such amounts and on such terms as are reasonably acceptable to Client, but in no event less than the following: \$3,000,000. This includes, but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the PA Act). Upon request, Provider shall furnish Client, upon request, as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. Provider shall not cancel or reduce any such insurance without prior written consent of Client. Provider shall notify Client in writing within five business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew or rescind cyber liability insurance or errors and omissions insurance.

8. Contractors Pollution Liability (if applicable)

All Contractors who will perform environmental services (including but not limited to asbestos or lead abatement, testing or remediation) shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

9. Performance & Other Bonds

Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations.

Contractor shall furnish a Maintenance Bond in an amount equal to ten percent (10%) of the Contract including Change Orders. This Maintenance Bond shall be effective for a period of one (1) year following the date established by the certificate of Substantial Completion.

All Bonds shall be executed by such Sureties as (i) are licensed to conduct business in the state where the Project is located, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act and the Surety's financial statement.

If the Surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to County.

General Insurance Provisions

All policies required hereunder other than Workers Compensation, Professional Liability, and Builders Risk shall name the County of Delaware, and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers as additional insureds on a primary and noncontributory basis, for losses arising from the negligence of the Contractor/Provider or its subcontractors, or anyone for whom they may be liable. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the County of Delaware, and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers, and/or other parties designated by the County.

Policies shall not be canceled, terminated, or non-renewed unless sixty (60) days prior written notice is sent by the insurer to the insured Contractor/Provider. Contractor/Provider shall immediately forward any such notice to County.

Contractor/Provider shall furnish to County Certificates of Insurance prior to the start of work, evidencing that all requirements have been met, and detailing the insurers providing coverage, types and limits of coverage, class of operations covered, and effective and expiration dates of coverage. Certificates shall specifically confirm the terms of coverage required herein, including Additional Insured status, waiver of subrogation, and that coverage is included for Abuse/Molestation (if applicable). A copy of the Additional Insured, Waiver of Subrogation, and Abuse/Molestation policy provisions or endorsements must be submitted with the Certificate. A renewal Certificate must be provided to County prior to the expiration date thereof.

Subcontractor/Subconsultants

Contractor/Provider shall require each subcontractor or subconsultant to provide insurance as outlined above. Such policies shall name the County of Delaware and its departments, offices, and agencies; Contractor/Provider; and the officers, directors, employees, agents, and volunteers of both, as additional insureds on a primary/noncontributory basis, for losses arising from the negligence of the subcontractor/subconsultant. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the Additional Insured parties.

Contractor/Provider shall be responsible for securing and maintaining certificates of insurance from all subcontractors/subconsultants evidencing the insurance coverages required herein.

The insurance coverages and limits required herein are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for Contractor/Provider or its subcontractors/subconsultants. **Meeting these minimum requirements shall in no way limit or relieve the Contractor/Provider liability and obligations under any other provision of the Contract.** The Contractor/Provider shall acquire,

at its own expense, any other Additional Insurance coverage it deems necessary for the protection of its work under this contract.

Self-Insurance

If Contractor/Provider maintains a self-insured program or a limited self-insurance program for any or all of the coverages listed above, a complete description of the program, with information on excess carriers and funding arrangements, and a copy of the Provider's most recent audited financial statement, must be provided to County for review and approval, such approval not to be unreasonably withheld.

If County grants such approval, Contractor/Provider understands and agrees that the County of Delaware, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers shall receive the same coverages and benefits under Contractor/Provider's self-insurance program that they would have received had the insurance requirements set forth above been satisfied with coverage provided by a commercial insurance company.

Non-Waiver of Indemnification

The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications required of Contractor/Provider, nor to limit Contractor/Provider's liability under this contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Contractor/Provider hereunder.

**DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES
APPENDIX U
AUDIT REQUIREMENTS**

TABLE OF CONTENTS

U-I OVERVIEW

Introduction	1
Obtaining an Engagement Letter	2
Interpretation of Appendix U	2
Auditor Independence	2
Audit Objectives	2
Audit Reporting Package Submission	3
Extension of Submission Date for Audit Reporting Package	3
Allocations of Indirect Costs	4
Retained Revenue	4
Fraud and Illegal Acts	4
Additional Audit Provisions	5
Special Purpose Reports	6

U-II GENERAL AUDIT REQUIREMENTS

Federally Mandated Audit Requirements	
Subpart F	7
Local Governments or Non-Profit Organizations	7
For-Profit Organizations	7
Federal Expenditures Notification	8
Types of Federal Audits	
Single Audits Performed Under the Uniform Guidance	8
Program Specific Audits Performed Under the Uniform Guidance	11

U-III THE COUNTY'S FUNDING SOURCES

Pennsylvania Department of Human Services Audit Guidelines	13
Pennsylvania Department of Drug and Alcohol Audit Guidelines	14

APPENDIX U EXHIBIT A	15
-----------------------------	----

APPENDIX U EXHIBIT B	17
-----------------------------	----

APPENDIX U EXHIBIT C	19
-----------------------------	----

APPENDIX U

**DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES
APPENDIX U
AUDIT REQUIREMENTS FOR SUBRECIPIENT ORGANIZATIONS**

U-I OVERVIEW

Introduction

The purpose of Appendix U is to set forth audit guidance for provider organizations receiving financial assistance from the Delaware County Department of Human Services (County) either directly or as a subrecipient of a pass-through award. This audit guidance is applicable to the following Delaware County Human Services programs:

- Mental Health
- Intellectual and Developmental Disabilities
- Early Intervention
- Drug and Alcohol
- Adult and Family Services
- Child Welfare

Depending on the type and amount of funding received, an audit of the financial assistance provided in connection with the County contract may be required. Awards received from the County may include federal, state, or county financial assistance. In addition to Federal audit requirements, the Commonwealth of Pennsylvania Department of Human Services (DHS) and the Pennsylvania Department of Drug and Alcohol (DDAP) have unique audit requirements which need to be considered in the determination of audit compliance.

Any pass-through of federal awards is required to be reported by subrecipients on the same basis as is required for federal financial assistance received directly from a federal awarding agency.

The County is responsible for ensuring that the financial statements of its subrecipients are appropriately audited in accordance with *Government Auditing Standards* (the Yellow Book), applicable program requirements and contract provisions, and, when appropriate, the Single Audit Act Amendments of 1996, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) of the Office of Management and Budget (OMB), the Pennsylvania Department of Human Services Single Audit Supplement, and the Pennsylvania Department of Drug and Alcohol audit guidelines.

APPENDIX U

Standard Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

Obtaining an Engagement Letter

For all audits performed in accordance with the provisions of Appendix U, the subrecipient organization must have executed a written engagement letter with its independent auditor establishing an understanding about the services to be performed. The engagement letter should specify the responsibilities of both the subrecipient organization and the auditor and the objectives and scope of the engagement.

Interpretation of Appendix U

Any questions pertaining to Appendix U should be referred to:

Human Services Accountant
Department of Human Services
20 South 69th Street, 4th Floor
Upper Darby, PA 19082
Phone No.: 610-713-2115
Fax No.: 610-713-2326

Auditor Independence

Subrecipient organizations shall ensure that the audit organization and the auditors performing the audit work are independent of mind as well as in appearance. It is crucial that the audit organization and the audit team act with integrity and exercise objectivity and professional skepticism.

Audit Objectives

The audit must be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAGAS or Yellow Book), issued by the Comptroller General of the United States. A Yellow Book audit can be required by law, regulation, agreement, contract, or policy. The most common Yellow Book audits are those required as part of a Single Audit performed under Subpart F of the Uniform Guidance, which supersedes OMB Circular A-133 audit requirements. A Single Audit is required if the organization expends more than a specified amount of federal awards. Another common way an organization may be subject to the Yellow Book requirements is because of provisions included in grant agreements or contracts regardless of the amount of federal awards expended. The Yellow Book incorporates GAAS. Thus, performing a financial audit requires auditing the financial statements in accordance with GAAS, as well as following the additional general, field work, and reporting standards contained in *Government Auditing Standards*. This includes testing and reporting on compliance with laws, regulations, and provisions of contracts or grant agreements for which noncompliance would be

APPENDIX U

Standard_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

material to the financial statements. An audit of financial statements in accordance with the Yellow Book may include additional reporting and documentation responsibilities.

The subrecipient organization may satisfy the audit requirements of this contract by obtaining a Single Audit in accordance with the provisions of Subpart F of the Uniform Guidance. Either a Program Specific Audit or an organization-wide Single Audit, performed in accordance with applicable federal, state and county requirements, may be acceptable. In some instances, the auditee may elect to have a series of audits covering departments, agencies, or other organizational units that expended or otherwise administered federal awards, providing that each such audit encompasses the necessary financial reporting requirements for each such department, agency, or other organizational unit.

The subrecipient organization's audited financial report is utilized by the County to meet its responsibilities in overseeing its programs and assuring the integrity of funds expended. Upon completion of the audit, the supporting audit workpapers shall be made available, upon request, in connection with a quality review, to resolve any audit findings or to carry out oversight responsibilities.

Audit Reporting Package Submission

The County requests that one copy of the audit reporting package conforming to this Appendix U be delivered to the County at the following address:

Human Services Accountant
Delaware County Department of Human Services
20 South 69th Street, 4th Floor
Upper Darby, Pennsylvania 19082

The audit reporting package submission date is 30 days after completion of the audit, but in any event, not later than 9 months after the end of the audit period. However, earlier submission to the County is encouraged.

Extension of Submission Date for Audit Reporting Package

If it is determined that the audit reporting package cannot be submitted to the County before the due date, a written request for extension must be made by submission of Exhibit C to the County. The request must be received by the County at least 2 weeks prior to the due date.

The County may impose sanctions whenever the audit package is not timely submitted and an extension request has not been granted.

APPENDIX U

Standard Appendices(AppendixU)
Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

Allocations of Indirect Costs

Indirect costs are those costs incurred for a common or joint purpose benefiting more than one cost objective or not readily assignable to the cost objective specifically benefited without effort disproportionate to the results achieved. Indirect costs can be allocated on an individual line-item basis or collected in an expense pool and allocated in total, utilizing an appropriate base on which to allocate the indirect expenses. In order to achieve equitable cost allocation, a plan must be established to define which costs are to be charged directly and which costs are to be treated as common or indirect costs.

If indirect costs are allocated, then the auditor has responsibility concerning the reasonableness of the allocation. The main purpose in allocating indirect costs is to ensure that each program bears its fair share of costs compared to other programs. Indirect costs are charged by way of a cost allocation plan. The cost allocation plan should ensure that:

- Costs are consistent and logical;
- The allocation includes only costs incurred for a common or joint purpose that benefit more than one program and are not readily assignable to one program;
- Each program bears its fair share of costs compared to other programs;
- Indirect costs are not charged as both direct and indirect costs; and
- The same indirect costs are not being charged to different programs.

Retained Revenue

Delaware County Human Services programs may approve retained revenue allowances by subrecipients by specifically including special retained revenue provisions in the contract. In no case will retained revenue allowances exceed 3% of the total gross revenues applicable to any contract funding representing pass-through funding from Pennsylvania Department of Human Services.

Fraud and Illegal Acts

If fraud or illegal acts are discovered, the auditor should notify the primary executive officer of the subrecipient organization. The subrecipient organization should then promptly notify the County. If the subrecipient's primary executive officer is in any way involved with the acts, the auditor should then notify the County directly. The County will, in turn, take the matter to the funding agency. There is no level of materiality to be considered when reporting fraud or illegal acts.

APPENDIX U

Standard_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

Additional Audit Provisions

Subrecipient organizations can be required to have audits by contract or other means, even when the audit would not be required by law.

The County, federal, and state agencies, or their authorized representatives, reserve the right to perform additional audits of a financial and/or performance nature, if deemed necessary in carrying out their program administration and monitoring responsibilities. Any such additional work may rely on the work already performed by the Subrecipient's auditor, and the costs for any additional work performed will be borne by those agencies at no additional expense to the Subrecipient. A federal awarding agency may request that a specific federal program be audited as a major program in lieu of the federal awarding agency conducting or arranging for additional audits.

If it is decided by the County that an audit of this contract will be performed, the Subrecipient will be given advance notice. The Subrecipient shall maintain books, records, and documents that support the services provided, that the fees retained are in accordance with the contract, and that the Subrecipient has complied with the contract terms and conditions. The Subrecipient agrees to make available, upon reasonable notice, at the office of the Subrecipient, during normal business hours, for the term of this contract and the retention period set forth in this Appendix U, all books, records, and documents for inspection, audit, or reproduction by the County or a state or federal agency or their authorized representative.

Audit working papers and audit reports must be retained by the Subrecipient's auditor for a minimum of three years from the date of issuance of the audit report, unless the Subrecipient or the Subrecipient's auditor is notified in writing by the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or the County, to extend the retention period. The term "cognizant agency" means any Federal or State agency that has the primary audit or oversight responsibility for a particular contractor or grantee. Audit working papers must be made available, upon request, to the cognizant or oversight agency for audit or its designee, cognizant agency for indirect costs, a federal agency, General Accounting Office, the County or its designee at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities. Access to audit documentation includes the right to obtain copies of audit documentation, as is reasonable and necessary.

The Subrecipient shall preserve all books, records, and documents related to the program year for at least three years from the contract expiration date, or until all questioned costs or activities have been resolved to the satisfaction of the grantor or pass-through agency, or as required by applicable federal laws and regulations, whichever is longer. If the program contract is completely or partially terminated,

APPENDIX U

Standard_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

Special Purpose Reports

The County may require the subrecipient organization or its auditor to issue other reports in addition to those reports addressed in Appendix U. Special Purpose Reports will generally be referenced in the contract.

**REMAINDER OF PAGE
INTENTIONALLY LEFT BLANK**

APPENDIX U

Standard Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

U-II GENERAL AUDIT REQUIREMENTS

A. Federally Mandated Audit Requirements

Subpart F

The subrecipient organization must comply with all federal, state, and county audit requirements including the *Single Audit Act*, as amended, Subpart F of the Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*, state audit supplements and audit requirements, other applicable laws or regulations, and any amendments to such other applicable laws or regulations which may be enacted or promulgated by federal, state, or local government.

Local Governments or Non-Profit Organizations

If the subrecipient organization expends total federal awards of \$750,000 or more (from all funding sources) during its fiscal year, either directly from the federal government or indirectly from a recipient of federal funds, the subrecipient organization is required to have a Single Audit or Program Specific Audit performed in accordance with the provisions of Subpart F of the Uniform Guidance.

If the subrecipient organization expends total federal awards of less than \$750,000 (from all funding sources) during its fiscal year, it is exempt from these audit requirements. However, it is required to maintain auditable records of federal, state, and local funds that supplement such awards, and to provide access to such records by federal, state, and local agencies or their designees for a period of at least 5 years after the report release date or for any additional period requested. An organization expending less than \$750,000 in federal funds may nevertheless be subject to audit requirements specific to the programs from which they receive funds.

For-Profit Organizations

The Uniform Guidance applies primarily to state and local governments, Indian tribes, institutions of higher education and nonprofit organizations that carry out a federal award as a recipient or subrecipient. However, a subrecipient organization is not exempt from reporting requirements on the basis that it is a for-profit entity. Where funding has been passed through to a for-profit subrecipient, the primary recipient or subrecipient must ensure compliance with applicable laws and regulations. This can be accomplished through pre-award audits, monitoring and post-award audits. Specific audit requirements may also be included in the contract with the for-profit recipient. In some cases, program-specific audits may be required.

APPENDIX U

Standard_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

B. Federal Expenditures Notification

Subrecipient organizations receiving funding from the Delaware County Department of Human Services are required to provide the County with notification regarding federal expenditures. The purpose of this notification is to determine which of the County's subrecipient organizations has met the Uniform Guidance Single Audit threshold. The notification is to be completed and forwarded to the Delaware County Department of Human Services within 45 days after the subrecipient's fiscal year end. The schedule format appears as Exhibit B on page 17 of this Appendix U. Subrecipient organizations not meeting the Single Audit threshold are required to provide the County with certain information described on page 2 of Exhibit B.

C. Types of Federal Audits

1. Single Audits Performed Under the Uniform Guidance

General: The Single Audit shall be conducted in accordance with GAGAS/Yellow Book. The audit shall cover the entire operations of the auditee or at the option of the auditee, a series of audits that cover departments, agencies, and other organizational units which expended, or otherwise administered, federal awards during the fiscal year. Each such audit shall encompass the financial statements and Schedule of Expenditures of Federal Awards. The audited financial statements and the Schedule of Expenditures of Federal Awards shall be presented for the same fiscal year.

Financial Statements: The auditor shall determine whether the financial statements of the auditee are presented fairly in all material respects in conformity with U.S. generally accepted accounting principles. The auditor shall also determine whether the Schedule of Expenditures of Federal Awards is presented fairly in all material respects in relation to the auditee's financial statements taken as a whole.

Other Reports: The auditor shall issue a Yellow Book report on internal control over financial reporting and on compliance and other matters and a Single Audit report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance.

Audit Follow-up: The auditor shall follow-up on prior audit findings, perform procedures to assess the reasonableness of the Summary Schedule of Prior Audit Findings prepared by the auditee, and report, as a current year audit finding, if it is concluded that the Summary Schedule of Prior Audit Findings materially misrepresents the status of any prior year finding. The auditor shall perform audit follow-up procedures, regardless of whether a prior audit finding relates to a major program, in the current year.

APPENDIX U

Standard_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

Single Audit Reporting Package Requirements Checklist:

- Financial statements that reflect financial position, results of operations, or changes in net assets and, when appropriate, cash flows for the fiscal year.
- Schedule of Expenditures of federal, state & local awards for the period covered by the financial statements.
- Summary schedule of prior audit findings
- The auditor's opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in accordance with generally accepted accounting principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.
- A report on internal control over financial reporting and compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, noncompliance with which could have a material effect on the financial statements. This report must describe the scope of testing of internal control and compliance and the results of the tests, and, where applicable, it will refer to the separate schedule of findings and questioned costs.
- A report on compliance for each major program and on internal control over compliance. This report must describe the scope of testing of internal control over compliance, include an opinion or modified opinion as to whether the auditee complied with Federal statutes, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on each major program and refer to the separate schedule of findings and questioned costs.
- A schedule of findings and questioned costs which must include the following three components:
 - (1) A summary of the auditor's results, which must include:
 - (i) The type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP (i.e., unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);
 - (ii) Where applicable, a statement about whether significant deficiencies or material weaknesses in internal control were disclosed by the audit of the financial statements;
 - (iii) A statement as to whether the audit disclosed any noncompliance that is material to the financial statements of the auditee;

APPENDIX U

- (iv) Where applicable, a statement about whether significant deficiencies or material weaknesses in internal control over major programs were disclosed by the audit;
 - (v) The type of report the auditor issued on compliance for major programs (i.e., unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);
 - (vi) A statement as to whether the audit disclosed any audit findings that the auditor is required to report;
 - (vii) An identification of each individual major program, or in the case of a cluster of programs, the cluster name as shown on the Schedule of Expenditures of Federal Awards;
 - (viii) The dollar threshold used to distinguish between Type A and Type B programs; and
 - (ix) A statement as to whether the auditee qualified as a low-risk auditee under the criteria for a low-risk auditee.
- (2) Findings relating to the financial statements which are required to be reported in accordance with GAGAS.
- (3) Findings and questioned costs for Federal awards.
- (i) Audit findings (e.g., internal control findings, compliance findings, questioned costs, or fraud) that relate to the same issue should be presented as a single audit finding. Where practical, audit findings should be organized by Federal agency or pass-through entity.
 - (ii) Audit findings that relate to both the financial statements and Federal awards should be reported in both sections of the schedule.
- Corrective action plan on all current year findings and a summary schedule of prior audit findings. When audit findings were not corrected or only partially corrected, the summary schedule must describe the reasons for the finding's recurrence and planned corrective action.
 - Data Collection Form stating whether the audit was completed in accordance with the standards for the audit of non-federal entities expending federal awards. The Data Collection Form also provides information about the auditee, its federal programs, and the results of the audit.
 - Management Letter issued by the auditor.
 - Delaware County Supplemental Schedule and related report (Appendix U -Exhibit A).

APPENDIX U

2. Program Specific Audits Performed Under the Uniform Guidance

A subrecipient that expends \$750,000 in federal awards in any year may elect to have a Program Specific Audit, an audit of one federal program, rather than a Single Audit, if the subrecipient expends its federal awards under only one program (CFDA No.), excluding research and development, and that federal program's laws, regulations, or grant requirements do not require a financial statement audit of the entity.

Some federal assistance programs make available a Program Specific Audit Guide. If such a guide exists, it must be followed. A Program Specific Audit Guide provides specific guidance with respect to internal control, compliance requirements, suggested audit procedures, and audit reporting requirements. A listing of current program-specific audit guides can be found in the compliance supplement, including federal awarding agency contact information and a web site where a copy of the guide can be obtained. The auditor shall follow GAGAS/Yellow Book and the audit guide when performing a Program Specific Audit.

In those instances where a Federal Program Specific Audit Guide is available, the audit reporting package for a Program Specific Audit may be different and should be prepared in accordance with the audit guide. If a guide does not exist, the same basic responsibilities exist for the federal program as they would for an audit of a major program in a Single Audit.

The auditor must perform an audit of the financial statement(s) for the federal program in accordance with GAGAS/Yellow Book, must obtain an understanding of the subrecipient's internal control, and must perform tests of internal control as would be required for a major program. Also, the auditor must determine whether the auditee has complied with laws, regulations, and the provision of the grant agreements that could have a direct and material effect on the program as would be required for a major program, follow-up on prior year findings, and report any current year findings.

Program Specific Audit Reporting Package Checklist (when an audit guide is not available):

The Auditee Responsibilities

- Financial statements for the federal program that include, at a minimum, a schedule of federal expenditures of federal awards for the program and notes that describe the significant accounting policies used in preparing the schedule.
- Summary schedule of prior audit findings.
- Audit findings follow-up.

APPENDIX U

Standard_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

- Corrective action plan.
- The Auditor Responsibilities

- Perform an audit in accordance with GAGAS.
- Obtain an understanding of internal controls and perform tests of internal controls over the federal program.
- Perform procedures to determine that the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on the federal program.
- Follow up on prior audit findings and perform procedures to assess the reasonableness of the summary schedule of prior audit findings.
- Report on audit findings.
- Issue the following reports:
 - (i) An opinion (or disclaimer of opinion) as to whether the financial statement(s) of the Federal program is/are presented fairly in all material respects in accordance with the stated accounting policies;
 - (ii) A report on internal control related to the Federal program, which must describe the scope of testing of internal control and the results of the tests;
 - (iii) A report on compliance which includes an opinion (or disclaimer of opinion) as to whether the auditee complied with laws, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on the Federal program; and
 - (iv) A schedule of findings and questioned costs for the Federal program that includes a summary of the auditor's results relative to the Federal program.

In certain instances, a Yellow Book report on compliance and on internal control over financial reporting with appropriate report modifications for a program-specific audit may be required.

APPENDIX U

U-III THE COUNTY'S FUNDING SOURCES

The Delaware County Department of Human Services funds its human services programs primarily by the pass-through of funding received from the Pennsylvania Department of Human Services (DHS) and the Pennsylvania Department of Drug and Alcohol (DDAP). Auditors of subrecipient organizations should become familiar with the DHS Single Audit Supplement, Pennsylvania Code Title 55, the Bureau of Drug and Alcohol Fiscal Manual and the Pennsylvania Department of Health Audit Requirements.

A. Pennsylvania Department of Human Services (DHS) Audit Guidelines

DHS requires the County to be responsible for ensuring that its subrecipients/ subcontractors are audited in accordance with the Yellow Book and, when appropriate, with the Single Audit Act and the Uniform Guidance. The County manages its subrecipient organization audits by contract.

A Single Audit or program-specific audit in accordance with the Uniform Guidance is acceptable from any entity required to have one. However, the County may require an audit in accordance with Generally Accepted Government Auditing Standards even when expenditures do not exceed the Single Audit threshold.

DHS issues an Administrative Bulletin annually for the purpose of updating and releasing its Single Audit Supplement. Independent auditors of programs funded via DHS either directly or as pass-through funds are responsible for reviewing and implementing the procedures contained in the Single Audit Supplement. Accordingly, the County herewith passes down all applicable sections of the DHS Single Audit Supplement to its subrecipients who receive DHS funds passed through the County. DHS includes the Single Audit Supplement on the DHS website:

<http://www.dhs.state.pa.us/publications/index.htm>

The Single Audit Supplement contains Common Requirements representing compliance requirements applicable to all programs funded through DHS. It also provides compliance requirements specific to DHS funded programs. It specifies certain suggested audit procedures that are applicable to subrecipients of service. The Single Audit Supplement is not intended to supersede federal or Commonwealth of Pennsylvania policy, nor is it intended to serve as an all-inclusive audit manual or to supplant the auditor's judgment concerning the audit work required. The DHS Audit Supplement also follows the Uniform Guidance regarding the determination of major programs. Activities are governed by PA Code Regulations: Title 55.

APPENDIX U

Standard Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

The Bureau of Financial Operations plans, organizes, directs, and controls financial support within the Pennsylvania Department of Human Services. These activities include the resolution of audits, providing technical support on county and subrecipient human services programs and conducting performance audits and reviews of DHS-funded programs. BFO's Audit Resolution Section manages and reviews DHS's subrecipient audits from counties and non-profit agencies and these audits can become the basis for any audit adjustments to the contracts and grants.

B. Pennsylvania Department of Drug and Alcohol Audit Guidelines

The Pennsylvania Department of Drug and Alcohol was formerly administered under the Department of Health. In 2012, it became a department in its own right.

The audit requirements for DDAP funded contracts are incorporated by reference to its funding requirements. DDAP's audit requirements were last revised in July 2015. The Department has also published a Fiscal Manual, which covers the period July 2015 through June 2020.

DDAP subscribes to the federally mandated audit requirements for contracts that are federally funded. Accordingly, if total federal awards of \$750,000 or more received either directly from the federal government or indirectly from a recipient of federal funds are expended during the organization's fiscal year, an audit in accordance with the provisions of the Uniform Guidance is required. This requirement is stipulated regardless of the amount of state funds expended.

DDAP mandates performance of a financial audit made in accordance with the provisions of GAGAS for any contract if less than \$750,000 of federal funds but more than \$500,000 of state funds are expended during the state fiscal year (July 1 - June 30).

Unless stated otherwise in the contract, DDAP does not require an audit if:

- The organization expends less than \$500,000 of state funds under the contract during the state fiscal year and expends less than \$750,000 in federal awards received from all sources during its fiscal year; or
- All contract funds are received on a strictly fee-for-service basis.

Even if the recipient organization is not required to have an audit performed, it is required to maintain auditable records of federal, state, and county awards and expenditures and to provide access to its records by federal, state, and county agencies or their designees.

APPENDIX U

Standard_Appendices(AppendixU)

Rev. 3/00; 6/00; 1/04; 3/05; 5/11; 4/13; 3/14; 11/14; 2/15; 6/15; 11/15; 6/18; 6/19; 7/21

**SUPPLEMENTARY FINANCIAL SCHEDULES
AND AGREED-UPON PROCEDURES REPORT**

Whenever Delaware County Human Services awards are passed down to subrecipient organizations, the recipient organizations are required to submit supplementary financial schedules to the County. The supplemental financial schedules should be considered an integral part of the subrecipient's audit package. The supplemental financial schedule required under Appendix U Exhibit A identifies all revenue support received by the subrecipient organization from Delaware County Human Services and reconciles that information to the total of all revenue reported by the subrecipient organization in its audited financial statements for that period. This schedule is to be accompanied by an auditor's report on additional information accompanying the basic financial statements.

An illustrative presentation of the format of the supplementary financial schedule report on additional information is presented below.

A. Reconciliation of Support Received from Delaware County Department of Human Services (Appendix U Exhibit A)

EXAMPLE – Report on Reconciliation of Support Received

INDEPENDENT AUDITOR'S REPORT
ON ADDITIONAL INFORMATION

To _____

We have audited the financial statements of _____ as of and for the year ended June 30, ____, and have issued our report thereon dated _____, which contained (an unqualified opinion) on those financial statements. Our report was performed for the purpose of forming an opinion on the financial statements as a whole. The Reconciliation of Support Received from Delaware County Department of Human Services (Appendix U Exhibit A) is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Auditor's Signature

Date of report on the basic financial statements.

APPENDIX U

 (NAME OF SUBRECIPIENT ORGANIZATION)
 RECONCILIATION OF SUPPORT RECEIVED FROM
 DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES
 YEAR ENDED JUNE 30, _____

Revenue recognized as support received from Delaware County
 (indicate by Delaware County Program):

	<u>Federal</u>	<u>State and Local</u>	<u>Other</u>	<u>Total</u>
Mental Health	_____	_____	_____	_____
Intellectual and Developmental Disabilities	_____	_____	_____	_____
Early Intervention	_____	_____	_____	_____
Drug and Alcohol	_____	_____	_____	_____
Adult and Family Services	_____	_____	_____	_____
Children & Youth Services	_____	_____	_____	_____
Juvenile Probation	_____	_____	_____	_____
 Total	_____	_____	_____	_____
 Other revenue recognized	_____	_____	_____	_____
 Total revenue recognized	_____	_____	_____	_____

Note: Total revenue should be reconcilable to the audited financial statements of the subrecipient organization.

NOTIFICATION OF SINGLE AUDIT STATUS

This is to certify that _____ (subrecipient organization) is subject to compliance with the item marked below for the Fiscal Year Ending _____ (Last Day of Entity Fiscal Year):

- Four checkbox options regarding federal financial assistance thresholds and audit requirements.

We understand that a copy of the applicable report must be submitted by the required deadline to:

Human Services Accountant
Delaware County Department of Human Services
20 South 69th Street, 4th Floor
Upper Darby, PA 19082

We further understand that our failure to submit any applicable report(s) by the required deadline may result in the suspension of payments or prevent the award of future grants.

Signature of Authorized Official

Date

Title of Authorized Official

AUDIT STATUS NOTIFICATION LETTER
(Required for Subrecipient Organizations claiming exemption from audit submission requirements)

Please complete the following information, sign after the statement below, and fax it to 610-713-2326. The form is due to the Delaware County Department of Human Services within nine months after the end of the subrecipient organization's fiscal year.

Subrecipient Organization: _____

Address: _____

Fiscal Year Ended (month/date/year): _____

Agency Contact Person (Name, Title, Phone #): _____

I certify that the Subrecipient Organization identified above expended less than \$750,000 in federal awards from all funding sources for the fiscal year ended _____ or is a for-profit organization. I also certify that (**CHECK ONE**):

- The Subrecipient organization's financial statement audit did not include any disclosures related to current or prior years that could negatively impact Delaware County-funded programs (including, but not limited to, fraud, going concern uncertainties, financial statement misstatements and violations of contract and grant provisions), or
- A financial statement audit has not been conducted for the above-mentioned fiscal year.

Signature

Print Name/Title
(Financial Director or Designee)

Date

DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES
SUBRECIPIENT REQUEST FOR EXTENSION
RELATED TO SUBMISSION OF AUDITED FINANCIAL STATEMENTS

Subrecipient
Organization: _____

Address: _____

Fiscal Year Ended: _____

Name of Subrecipient Organization Contact Person: _____

Phone #: _____ Fax #: _____

Email: _____

Subrecipient requests an extension of the due date for report submission
until _____.

Explanation and Justification:

Signature and Title Date

Submit this request by mail, or fax to:

Mail: Delaware County Department of Human Services
Attention: Human Services Accountant
20 South 69th Street, 4th Floor
Upper Darby, PA 19082

Fax: Attention: Human Services Accountant
610-713-2326

FOR USE BY DELAWARE COUNTY

____ Request Approved
____ Request Not Approved
By: _____
Delaware County Department of Human Services Date

INVOICING SUBMISSION REQUIREMENTS

Per your preference, invoices may be sent via mail **OR** email as follows:

Invoices submitted via mail to:

Accounts Payable Department
Department of Human Services Administration
20 South 69th Street, 4TH Floor
Upper Darby, PA 19082

Invoices submitted electronically to:

Delcohsa_ap@delcohsa.org

****NOTE: TO AVOID DUPLICATION DO NOT SEND THE INVOICE IN BOTH FORMATS AND DO NOT COPY OTHER INDIVIDUALS***

Basic Invoice Requirements

- All invoices must be signed, dated and include a unique invoice number as well as the County Program Office and Program Name
- All invoices must include a coversheet if client specific data is included (See sample attached of both Fee for Service & Cost Reimbursement invoice coversheets)
- All invoices must include detail to support amount due – as per directed / mandated by your Assigned Program / Fiscal County Staff

Additional Electronic Submission Requirements

- Submit invoices separately, one email for each invoice
- Invoice must be in PDF format only; any other format will be rejected by Accounts Payable
- Email subject line must include your Agency's name, County Program / Program name for which the invoice is being submitted, Invoice #, Invoice Date and Invoice amount

APPENDIX AA

((Provider letterhead, address, etc))

**To: Accounts Payable
Delaware County Department of Human Services
20 South 69th Street, 4th Floor
Upper Darby, PA 19082**

DHS PROGRAM OFFICE: _____

PROGRAM NAME: _____

INVOICE DATE: _____

INVOICE # _____

SERVICE MONTH: _____

INVOICE AMOUNT: \$ _____

((Signature))
((Title))

APPENDIX AA

Provider Name / Location
Delaware County DHS Program Office

Program Name
Service Month

Unique Invoice Reference #

Service / Level of Care	Total Units	Rate	Total Service / Program Expenses
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Total Invoice		\$	-

Authorized Signature _____ **Date** _____

DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES HIPAA BUSINESS ASSOCIATE AGREEMENT

WHEREAS, the Delaware County Department of Human Services (Covered Entity) and Provider (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, as amended, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa.C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, 42 C.F.R. §§ 431.301-431,302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, the Pennsylvania Breach of Personal Information Notification Act, 73 P.S. § 2301 et seq., and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance.

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be used or disclosed only in accordance with the Agreement and the standards established by applicable laws and agency guidance.

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI must be handled in accordance with this BAA and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions.

- A. "Agreement" shall mean all agreements between the parties pursuant to which Business Associate provides services to the Covered Entity under which it receives PHI from Covered Entity.
- B. "BAA" shall mean this Business Associate Agreement.
- C. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- D. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
- E. "Privacy Rule" shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.
- F. "Protected Health Information" or "PHI" shall have the meaning given to such term under HIPAA, the HITECH Act and applicable regulations and agency guidance, limited that which relates to or arises from the Agreement..
- G. "Security Rule" shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.

APPENDIX CC

- H. "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH regulations and agency guidance or as otherwise defined in the HITECH Act.
- I. The following terms used in this BAA shall have the meaning given to such terms under HIPAA, the HITECH Act and applicable regulations and agency guidance: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. Stated Purposes For Which Business Associate May Use Or Disclose PHI. The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for the following stated purposes, except as otherwise stated in this Agreement.

NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.

3. BUSINESS ASSOCIATE OBLIGATIONS:

- A. **Limits On Use And Further Disclosure Established By Agreement And Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by the Agreement or as required by law and agency guidance.
- B. **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable Minimum Necessary requirements as set forth in applicable federal and state statutory and regulatory requirements and agency guidance. Such safeguards shall include, without limitation, a reasonable security risk assessment and mitigation process, pursuant to which it prepares written reports. Business Associate shall provide to Covered Entity a copy of Business Associate's current risk assessment and mitigation report or reports upon request.
- C. **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to HIPAA Compliance Officer at 20 S. 69th Street, Upper Darby, PA 19082, within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Agreement.
- D. **Reports Of Security Incidents.** In addition to following the breach notification requirements in section 13402 of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and related regulations, agency guidance and other applicable federal and state laws, Business Associate shall report to HIPAA Compliance Officer at 20 S. 69th Street, Upper Darby, PA 19082, within two (2) days of discovery any Security Incident of which it becomes aware.
- E. **Breach Notification and Indemnification.** Upon the occurrence of any incident requiring notice under Subsection 3.C or 3.D of this BAA, Business Associate shall perform a risk assessment as contemplated by the HIPAA rules and guidance to determine whether the incident resulted in a Breach of Unsecured PHI. Business Associate shall include in the any notice provided to Covered Entity under Subsection

APPENDIX CC

3.C or 3.D of this BAA (i) a summary of such risk assessment and (ii) Business Associate's conclusions with respect thereto sufficient for Covered Entity to determine whether a Breach of Unsecured PHI has occurred and to provide notification to such individuals pursuant to the Breach Notification Rule. Business Associate shall provide Covered Entity with any additional information regarding such incident reasonably requested by Covered Entity to comply with the HIPAA Rules. Covered Entity may elect, at its own discretion, to provide or direct Business Associate to provide the notification to individuals. Within five (5) days after receipt of written notice from Covered Entity, Business Associate shall, at its own cost, provide the notification of a Breach of Unsecured PHI to individuals as required by the Breach Notification Rule and applicable guidance thereunder. In advance of providing such notification, Business Associate shall provide a copy of the proposed notification or notifications to be provided to the individuals and incorporate any reasonable changes thereto requested by Covered Entity. Business Associate shall further comply with all applicable federal and state breach notification requirements. Business Associate shall indemnify the Covered Entity for costs (including, without limitation, costs related to individual notification and reasonable attorneys' fees) associated with any Security Incident or incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under federal or state law and agency guidance which Security Incident or other incident (i) arises from any act or omission of Business Associate or any Subcontractor; or (ii) occurs with respect to any PHI while in the possession, custody or control of Business Associate or any Subcontractor.

- F. **Subcontractors And Agents.** Business Associate hereby agrees that any time PHI is provided or made available to any Subcontractors or agents, Business Associate shall provide only the Minimum Necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the Subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this BAA.
- G. **Right Of Access To PHI.** At no cost to Covered Entity, Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and provide to him or her a copy of that individual's PHI within ten (10) business days of receiving a written request from the Covered Entity or the individual. Business Associate shall provide PHI to the extent and in the manner required by 45 C.F.R. §164.524 and other applicable federal and state law and agency guidance. If Business Associate maintains an electronic health record, Business Associate must provide the PHI in electronic format if requested. If any individual requests from Business Associate or its agents or Subcontractors access to PHI. Business Associate shall notify Covered Entity of same no less than five (5) days in advance of allowing such individual access to such designated record set. Business Associate shall further conform with and meet all of the requirements of 45 C.F.R. §164.524 and other applicable laws, including the HITECH Act and related regulations, and agency guidance.
- H. **Amendment And Incorporation Of Amendments.** At no cost to Covered Entity, within five (5) business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. §164.526, applicable federal and state law, including the HITECH Act and related regulations, and agency guidance. If any individual requests an amendment from Business Associate or its agents or Subcontractors, Business Associate shall notify

APPENDIX CC

Covered Entity no less than five (5) days in advance of responding to incorporating any requested amendment or otherwise responding to such request. .

- I. **Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528 and other applicable laws and agency guidance, including the HITECH Act and related regulations. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to the individual or the Covered Entity within five (5) business days of a request for an accounting of disclosures. Business Associate shall notify Covered Entity of any such request it receives directly from an Individual no less than five (5) days in advance of providing such accounting to the individual.
- J. **Requests For Restriction.** Business Associate shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for treatment purposes), and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, Business Associate shall otherwise comply with the Privacy Rule, as amended, and other applicable statutory and regulatory requirements and agency guidance.
- K. **Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee and/or Covered Entity for purposes of determining compliance with applicable laws and agency guidance.
- L. **Return Or Destruction Of PHI.** At termination of this BAA, Business Associate shall return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this BAA. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this BAA to limit any further use or disclosure until such time as the PHI may be returned or destroyed. Upon termination of this BAA, Business Associate shall notify Covered Entity in writing regarding its plans for post-termination treatment of PHI, including without limitation return, destruction or ongoing maintenance of all PHI. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- M. **Maintenance Of PHI.** Notwithstanding Section 3.L of this BAA, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of the BAA and shall continue to maintain the information required under the various documentation requirements of this BAA (such as those in §3(h)) for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- N. **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this BAA or the Privacy Rule, as amended. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA or applicable laws and agency guidance.

APPENDIX CC

- O. **Term.** The Term of this Agreement shall be effective on the date of execution of the Agreement, and shall terminate on the date of termination of the Agreement between the or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- P. **Termination for Cause.** Notwithstanding any other provision of this BAA or the Agreement to the contrary, Covered Entity shall have the right to terminate this BAA and the Agreement if covered entity determines Business Associate has violated a material term of this BAA and Business Associate has failed to cure such breach within thirty days after written notice from Covered Entity.
- Q. **Failure To Perform Obligations.** In the event Business Associate fails to perform its obligations under this BAA, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this BAA and applicable laws and agency guidance. Covered Entity's rights and remedies under this Subsection 3.Q are in addition to, and shall not restrict, limit or abridge, any other rights or remedies of Covered Entity under this BAA or the Agreement.
- P. **Privacy Practices.** Upon execution of this BAA, Business Associate shall provide to Covered Entity a copy of its Notice of Privacy Practices and other forms that Business Associate intends to utilize with respect to individuals under the Agreement. Business Associate shall incorporate any changes thereto reasonably requested by Covered Entity. Business Associate shall promptly utilize any related forms or notices relating to compliance with the HIPAA Rules and guidance as directed by Covered Entity. Covered Entity retains the right make reasonable changes to such forms The Business Associate shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

4. OBLIGATIONS OF COVERED ENTITY:

- A. **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the Notice of Privacy Practices that the Covered Entity produces in accordance with applicable law and agency guidance as well as changes to such notice.
- B. **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 and other applicable laws and applicable agency guidance, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

APPENDIX CC

FEDERAL AWARDS

The following information is provided pursuant to the requirements of 2 CFR § 200

CONTRACTOR's registered name for DUNS _____

CONTRACTOR'S DUNS number _____

CONTRACTOR'S UNIQUE ENTITY IDENTIFIER _____

The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify entities. This number may be obtained by telephone (866-705-5711) or via the Internet (<http://fedgov.dnb.com/webform>). (See 2 CFR, Part 200, Subpart A, §200.32)

Federal Award Identification Number _____

Date of Federal Award _____

The date when the Federal award is signed by the authorized official of the Federal awarding agency. (See 2 CFR, Part 200, Subpart A, §200.39)

Start and end date for performance _____

The period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal Award. (See 2 CFR, Part 200, Subpart A, §200.77)

Amount of Federal Award obligated to Provider _____

Total amount of Federal Award _____

Project Description _____

A brief summary of the statutory or regulatory requirements of the program and its intended outcome and should align with the strategic goals and objectives within the Federal Awarding Agency's Performance Plan

Federal Awarding Agency _____

Contact information for awarding agency _____

Pass-through entity DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES

Catalog of Federal Domestic Assistance (CFDA) Number _____

CFDA Name _____

Is this award for research and development? YES _____ NO _____

Research is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. Development is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. (See 2 CFR, Part 200, Subpart A, §200.87)

Indirect Cost Rate _____

For nonprofit organizations, the costs of activities performed by the non-Federal entity primarily as a service to members, clients, or the general public when significant and necessary to the non-Federal entity's mission must be treated as direct costs whether or not allowable and be allocated an equitable share of indirect (facilities and administrative (F&A)) costs. Indirect (F&A) costs mean those costs incurred for a common or joint purpose benefitting more than one cost objective. (See 2 CFR, Part 200, Subpart A, §200.56)

APPENDIX DD

CHILD PROTECTIVE SERVICES

All Providers and Contractors must comply with all of the requirements of 23 PA. C.S. Chapter 63. The Child Protective Service Law.

Please note that Delaware County requires that a new Certification of Compliance as required under CPSL Section 6344 must be obtained every Thirty-Six (36) months

The Child Protective Services Law (CPSL) was passed by the Pennsylvania legislature and signed into law by the Governor in 2014. Please review the amended requirements in Chapter 63, Title 23 (go to www.legis.state.pa.us/WU01/LI/LI/CT/HTM/23/00.063..HTM) to assure that you and/or your agency are in full compliance.

The summary below is a partial listing and is not intended to take the place of your full review of the statute or your participation in training for mandated reporters.

Required documentation for new hires: any employee who begins employment with a new agency, institution, organization or other entity that is responsible for the care, supervision, guidance or control of children is required to have the three clearances as outlined by The Child Protective Services Law, Section 6344. The employer is required to maintain copies of the documents and produce them as requested. These are:

- Report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police Central Repository contains no such information relating to the applicant;
- Certification from the Pennsylvania Department of Human Services that the applicant is not named in the Statewide database as the alleged perpetrator in a pending child abuse investigation or as the perpetrator of an Indicated or Founded report of child abuse;
- Report of Federal criminal history record information, to include fingerprint submission to the Federal Bureau of Investigation indicating that the applicant is not disqualified from obtaining employment in a childcare position.

As of January 2, 2020, provisional hires are not permitted as mandated by Act 47 of 2019 and employees must obtain all three clearances prior to the beginning of employment. The Pennsylvania Department of Human Services is authorized to grant waivers for provisional hires for 45 days upon request from child day care centers, group day care homes and family day care homes providing that certain conditions are met.

Required documentation for current staff, volunteers and foster parents: Employees and volunteers who have contact with children, prospective adoptive parents, foster parents and school employees are required to obtain new clearances (certification and criminal record checks as described above) every three years.

Written notification of new arrest, conviction or substantiated child abuse: If an employee, foster parent or volunteer subject to the CPSL is arrested for or convicted of an offense that would constitute grounds for denying employment or participation in a program, activity or service, or is named as a perpetrator in a founded or indicated report, the employee, foster parent or volunteer shall provide the administrator or designee of their agency with written notice not later than 72 hours after the arrest, conviction or notification that the person has been named in the Statewide database.

Requirement for training on child abuse recognition and reporting: The following persons are required to meet new training requirements: Operators of institutions, facilities and agencies, which care for children, their employees who have direct contact with children, foster parents, and caregivers in family daycare homes. The persons listed above must participate in three hours of training, which is approved by the Pennsylvania Department of Human Services prior to the issuance of a license, approval or registration certificate, and three hours of approved training every five years thereafter. New employees and new foster parents shall receive three hours of approved training within 90 days of hire or approval as a foster parent. Free on-line training is available from the Pennsylvania Child Welfare Resource Center. Go to www.reportabusepa.pitt.edu. Check with your licensing entity to learn about other training that will meet your agency's training requirements.

All professionally licensed persons are required to submit documentation to their licensing board of completion of at least three hours of approved child abuse recognition and reporting training when applying for renewal or a new license. See your professional board information with the Pennsylvania Department of State website or your professional organization for information about the requirements for particular professional licenses.

Please have the following information available upon request from the County of Delaware to verify your compliance with the above regulations:

1. A copy of your professional license
2. Copies of your three certifications
3. A copy of a certificate showing that you have completed three hours of State approved training on Child abuse Recognition and Reporting

***Please note that Delaware County requires that a new
Certifications of Compliance as required under CPSL Section 6344
must be obtained every Thirty-Six (36) months***

MEDICAL MARIJUANA PROHIBITION

The Contractor may not use federal funds directly or indirectly to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. See e.g. 45 C.F.R § 75.300(a) requiring The Department of Health and Human Services (HHS) to “ensure that Federal funding is expended... in full accordance with U.S. statutory ... requirements” and 21 U.S.C §§ 812(c) and 841 prohibiting the possession, manufacture, sale, purchase or distribution of marijuana. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Administration (DEA) and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

POLITICAL CONTRIBUTION DISCLOSURE

Under Section 6-12.E of the Administrative Code of Delaware County, Contractors under certain Covered Contracts are required to provide this Disclosure Form in connection with consideration of approval of such Covered Contract by County Council. **Definitions of Contractor, Covered Contract, and certain other terms used in this Disclosure Form, as well as additional instructions for its completion, are set forth in Exhibit A attached hereto.**

Political Contribution Disclosure: Within the past twenty-four (24) months, Contractor* has:

NOT made any Reportable Contributions.

made Reportable Contributions as set forth on Schedule A attached hereto.

*Includes entities and persons related to a Contractor whose contributions are also required to be reported, as further described in the definition of "reportable contribution" on Exhibit A.

Type of Business Entity

Corporation LLC Sole Proprietorship Other: (describe)

Limited Partnership Partnership LLP

Certification: In order for this Disclosure Form to be considered validly submitted, it must be properly signed by the Contractor or an officer or employee of the Contractor that is authorized to make this certification. Disclosure Forms that are not properly signed will not be considered as responsive to the requirements of the Delaware County Administrative Code.

By executing below, you:

- (1) Declare and certify that you are the Contractor or an employee or officer of the Contractor and duly authorized to execute this Disclosure Form.
- (2) Represent and warrant that, to the best of your knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.
- (3) Acknowledge and agree to comply with the provisions described in Exhibit A.

Name of Contractor: _____
By: _____

Name: Anne Marie Winner

Title:

Date: 2/19/24

APPENDIX II

(L:Contracts_2223)Standard_Appendices_AppendixII
7/22

**Exhibit A
Delaware County
Political Contribution and Disclosure Form**

Definitions and Instructions

TIMING

Contracts Subject to an RFP/Q, Invitation to Bid or other Solicitation – the Solicitation will have explicit instructions on when and how to submit this Disclosure Form. Please follow those instructions.

Other Contracts – Disclosure Forms must be received by the County at least eight (8) days prior to the County Council meeting at which the approval of a contract will be considered. They should be submitted by e-mail to centralpurchasing@co.delaware.pa.us.

In either case, failure to timely provide this Disclosure Form may delay consideration of your contract by County Council.

PUBLIC POSTING: RIGHT TO KNOW

~~The Disclosure Form for the selected Contractor is sought will be posted on the County website~~ prior to the County Council meeting at which approval of the Covered Contract will be considered and included in the Agenda materials for such meeting.

The County will also provide copies of Disclosure Forms (whether or not the Contractor is awarded a Covered Contract) in response to requests under the Pennsylvania Right to Know Law.

ONGOING REPORTING

By January 30 each year, commencing January 1, 2023, each Covered Contractor under a Covered Contract with a term exceeding one year is required to provide the County Clerk with an updated Disclosure form showing any reportable contributions in the prior year indicating that are none. If a Contractor does not provide the required disclosure form within thirty (30) days of written notification from the County Solicitor of its failure to timely provide such form, the applicable Covered Contract is subject to being voided by County Council.

PENALTIES

Any Contractor which fails to provide the Disclosure Form or which submits a Disclosure Form which is materially inaccurate may be banned as a contractor or subcontractor to the County for a period of up to three (3) years, and/or, to the extent legally permitted, the covered contract in question may be terminated, in each case, by a majority vote of County Council following such investigation and consideration of such evidence as County Council deems appropriate or by action of such other entity or body as may be designated by resolution of County Council.

DEFINITIONS

"Contractor" means any non-governmental person, corporation, partnership, association or other entity, whether or not for profit, and includes any subcontractor which is reasonably anticipated to receive compensation of \$50,000 or more under the applicable Covered Contract. **See the definition of "Reportable Contribution" below for entities and persons related to a contractor whose contributions are also required to be reported.**

APPENDIX II

"Covered Candidate" means any individual who seeks nomination or election to the following offices by vote of the electorate (whether or not such individual is nominated or elected): (1) County Council, District Attorney, Sheriff, Controller or Register of Wills in Delaware County; (2) Judge of the Court of Common Pleas of Delaware County or the Magisterial District Courts of Delaware County; (3) any seat in the Pennsylvania General Assembly which represents residents of Delaware County; or (4) any state-wide office in Pennsylvania (non federal).

An individual shall be deemed to be seeking nomination or election to an office if such individual has:

- (1) received a contribution or made an expenditure or given consent for any other person or committee to receive a contribution or make an expenditure for the purpose of influencing his nomination or election to such office, whether or not the individual has announced the specific office for which he will seek nomination or election at the time the contribution is received, or the expenditure is made; or
- (2) taken the action necessary under the laws of Pennsylvania to qualify for nomination or election to such office.

The term shall include individuals nominated or elected as write-in candidates unless they resign such nomination or elected office within 30 days of having been nominated or elected.

"Covered Contract" means any contract, agreement, memorandum of understanding or other arrangement which is (i) required to be approved by County Council and (ii) under which a Covered Contractor provides or leases goods, supplies, materials, equipment, consulting, professional or other services, and/or property to the County, whether or not payments under the Covered Contract are anticipated to be made from general revenues or another specified source of funds, but does not include grant agreements under which the County is the grantee.

"Political contribution" means any advance, conveyance, deposit, distribution, transfer of funds, loan, payment, pledge, purchase of a ticket to a testimonial or similar fund-raising affair, or subscription of contract, agreement, promise or other obligations, whether or not legally enforceable, to make a political contribution.

"Reportable Contribution" means a political contribution, to:

- (A) A covered Candidate.
 - (B) Any Pennsylvania state committee of a political party, any County committee of a political party or any committee of a political party established at the municipal level for a municipality in the County.
 - (C) A contribution to a political action committee with the intent or expectation that some or all of such contribution will be directed to a covered candidate. This intent shall be presumed if a political action committee only supports one or more covered candidates.
 - (D) A contribution to a political action committee controlled by a person or entity described in clauses (1) through (5) below.
- Reportable contributions include contributions by: (1) a Contractor; (2) any corporate parent, subsidiary or other affiliate of a Contractor; (3) an officer or director of a

APPENDIX II

Contractor; (4) a shareholder or partner of a Contractor with a 5% or greater ownership interest; and (5) the spouse of any person or entity listed in the preceding clauses; and shall also include any contribution reimbursed by a person or entity listed in the clauses (1) through (5).

QUESTIONS

Questions regarding the Disclosure Form may be directed to centralpurchasing@co.delaware.pa.us.

**Schedule A
DELAWARE COUNTY**

APPENDIX II

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Anne Marie Winner	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 380 Quigley Drive	Requester's name and address (optional) Delaware County Dept. of Human Svcs. 20 S 69th Street Upper Darby, PA 19082
6 City, state, and ZIP code Malvern, PA 19355	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																										
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																										
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; text-align: center;"> <tr> <th colspan="10">Social security number</th> </tr> <tr> <td style="width: 20px;">3</td> <td style="width: 20px;">7</td> <td style="width: 20px;">8</td> <td style="width: 20px;">-</td> <td style="width: 20px;">7</td> <td style="width: 20px;">6</td> <td style="width: 20px;">-</td> <td style="width: 20px;">3</td> <td style="width: 20px;">3</td> <td style="width: 20px;">2</td> <td style="width: 20px;">7</td> </tr> </table> <p style="text-align: center;">OR</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <th colspan="10">Employer identification number</th> </tr> <tr> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> </tr> </table>	Social security number										3	7	8	-	7	6	-	3	3	2	7	Employer identification number																			
Social security number																																										
3	7	8	-	7	6	-	3	3	2	7																																
Employer identification number																																										

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶	Date ▶ 2/20/2024
-----------	----------------------------	------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Jonathan Lichtenstein, Executive Director

ITEM TYPE: Purchase

AGENDA SECTION: Agreements / Contracts / Amendments / Purchases

SUBJECT: Approval of an agreement of sale with Commonwealth Land Title Company to acquire 123 N. Olive Street, Media, PA at a purchase price of \$775,000.00. Subject to Solicitor's approval.

EXPENSE BUDGET LINE ITEM ACCOUNT: Capital

ESTIMATED/ACTUAL COST OF REQUEST: \$775,000

FUNDING SOURCE: County Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS:
[123_N_Olive_Street-Documents.pdf](#)



AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

ASC

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES	
BUYER(S): County of Delaware 201 W Front St, Media, PA 19063 <hr/> <hr/> <hr/> <hr/>	SELLER(S): Commonwealth Land Title <hr/> <hr/> <hr/> <hr/>

PROPERTY
PROPERTY ADDRESS 123 N Olive Street <hr/> <div style="text-align: right;">ZIP 19063</div> in the municipality of Media Borough County of Delaware , in the Commonwealth of Pennsylvania. Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): Folio # 26-00-00975-00; Block/Unit # 04 238000 Tax ID #(s): 26-04-238:000

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) Media Real Estate Company Company Address 203 E. Baltimore Ave., Media, PA 19063 Company Phone (610)565-9000 Company Fax _____ Broker is (check only one): <input checked="" type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) Jeffry Cadorette Direct Phone(s) (610)565-9000 ext 114 Cell Phone(s) (610)587-7029 Fax _____ Email cadorette@mediarealestate.com Licensee(s) is (check only one): <input checked="" type="checkbox"/> Buyer Agent (all company licensees represent Buyer) <input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) Long & Foster Company Address 92 Lancaster Ave, Devon, PA 19333 Company Phone (610)975-3500 Company Fax _____ Broker is (check only one): <input checked="" type="checkbox"/> Seller Agent (Broker represents Seller only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) Michelle Roberts-O'Donnell Direct Phone(s) _____ Cell Phone(s) (610)842-4654 Fax _____ Email mlrodonnell@lnf.com Licensee(s) is (check only one): <input checked="" type="checkbox"/> Seller Agent (all company licensees represent Seller) <input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) <input type="checkbox"/> Dual Agent(See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: _____

ASC Page 1 of 10

Seller Initials: _____

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2023
rev. 9/22; rel. 1/23

1 **1. By this Agreement, dated February 28, 2024, Seller hereby agrees to sell and convey to**
2 **Buyer, who agrees to purchase, the identified Property.**

3 **2. PURCHASE PRICE AND DEPOSITS (3-15)**

4 (A) Purchase Price \$ 775,000.00

5 (**Seven Hundred Seventy-Five Thousand**

6 _____ U.S. Dollars), to be paid as follows:

- 7 1. Initial Deposit, within 10 days (5 if not specified) of Execution Date,
8 if not included with this Agreement: \$ 50,000.00
9 2. Additional Deposit within _____ days of the Execution Date: \$ _____
10 3. _____ \$ _____

11 Remaining balance will be paid at settlement.

12 (B) **All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer**
13 **within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by**
14 **personal check.**

15 (C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller
16 (unless otherwise stated here: **Broker for Buyer** _____), who
17 will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termina-
18 tion of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the
19 State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

20 **3. SETTLEMENT AND POSSESSION (1-23)**

21 (A) Settlement Date is April 15, 2024, or before if Buyer and Seller agree.

22 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless
23 Buyer and Seller agree otherwise.

24 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:
25 current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer
26 fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay
27 up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: _____
28

29 (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

- 30 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
31 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December
32 31. School tax bills for all other school districts are for the period from July 1 to June 30.

33 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

34 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

35 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures
36 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property
37 is subject to a lease.

38 (H) If Seller has identified in writing that the Property is subject to a lease or short-term rental agreement, possession is to be delivered
39 by deed, existing keys and assignment of existing leases and short-term rental agreements for the Property, together with security
40 deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases or short-term rental agree-
41 ments, nor extend existing leases or short-term rental agreements, for the Property without the written consent of Buyer. Buyer
42 will acknowledge existing lease(s) or short-term rental agreement(s) by initialing the lease(s) or short-term rental agreement(s) at
43 the execution of this Agreement, unless otherwise stated in this Agreement.

44 **Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.**

45 **4. DATES/TIME IS OF THE ESSENCE (3-15)**

46 (A) Written acceptance of all parties will be on or before: March 11, 2024

47 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the
48 essence and are binding.

49 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by
50 signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, exclud-
51 ing the day this Agreement was executed and including the last day of the time period. **All changes to this Agreement should be**
52 **initialed and dated.**

53 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-
54 ment of the parties.

55 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms
56 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable
57 to all parties, except where restricted by law.

58 **5. FIXTURES AND PERSONAL PROPERTY (6-20)**

59 (A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be
60 regarded as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating
61 what items will be included or excluded in this sale.
62
63

64 **Buyer Initials:** _____

ASC Page 2 of 10

Seller Initials: _____

- 65 (B) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating;
 66 HVAC equipment; lighting fixtures (including chandeliers and ceiling fans); and water treatment systems, unless otherwise stated
 67 below; any remaining heating, cooking and other fuels stored on the Property at the time of settlement. Also included: _____
 68 _____
 69 _____
 70 _____
 71 (C) The following items are not owned by Seller and may be subject to a lease or other financing agreement: _____
 72 _____
 73 (D) EXCLUDED fixtures and items: _____
 74 _____

75 **6. ZONING (4-14)**

76 Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdi-
 77 vidable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if
 78 voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

79 **Zoning Classification, as set forth in the local zoning ordinance: O-Office** _____

80 **7. BUYER FINANCING (7-22)**

81 (A) Buyer may elect to make this Agreement contingent upon obtaining financing for the purchase of the Property. Regardless of any
 82 contingency in this Agreement, if Buyer chooses to obtain financing, the following apply:

- 83 1. **Should Buyer furnish false or incomplete information to Seller, Broker(s), or the lender(s) concerning Buyer's legal or**
 84 **financial status, or fail to cooperate in good faith in processing the financing application, which results in the lender(s)**
 85 **refusing to approve a financing commitment, Buyer will be in default of this Agreement.**
 86 2. Within _____ days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written appli-
 87 cation for the financing terms stated above to a responsible lender(s) of Buyer's choice. **Broker for Buyer, if any, otherwise**
 88 **Broker for Seller, is authorized to communicate with the lender(s) to assist in the financing process.**
 89 3. Seller will provide access to insurers' representatives and, as may be required by the lender(s), to surveyors, municipal offi-
 90 cials, appraisers, and inspectors.

91 (B) **Financing Contingency**

- 92 **WAIVED.** This sale is NOT contingent on financing, although Buyer may obtain financing and/or the parties may include an
 93 appraisal contingency. **Buyer and Seller understand that the waiver of this contingency does not restrict Buyer's right**
 94 **to obtain financing for the Property.**
 95 **ELECTED.** This sale is contingent upon Buyer obtaining financing according to the terms outlined below. Upon receipt of a
 96 financing commitment, Buyer will promptly deliver a copy of the commitment to Seller, but in any case no later than _____
 97 _____ (Commitment Date).

98 First Loan on the Property	99 Second Loan on the Property
100 Loan Amount \$ _____	100 Loan Amount \$ _____
101 Minimum Term _____ years	101 Minimum Term _____ years
102 Type of Loan _____	102 Type of Loan _____
103 Interest rate _____%; however, Buyer agrees to accept	103 Interest rate _____%; however, Buyer agrees to accept
104 the interest rate as may be committed by the lender, not to	104 the interest rate as may be committed by the lender, not to
exceed a maximum interest rate of _____%.	exceed a maximum interest rate of _____%.

- 105 1. Unless otherwise agreed to in writing by Buyer and Seller, if a written commitment is not received by Seller by the above
 106 date, this Agreement may be terminated by Buyer or Seller, with all deposit monies returned to Buyer according to the terms
 107 of Paragraph 24.
 108 2. Buyer will be responsible for any premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same,
 109 if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges
 110 or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to lender.

111 **8. CHANGE IN BUYER'S FINANCIAL STATUS (6-20)**

112 If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will, within _____ days (5 if not specified) of said
 113 change notify Seller and lender(s) to whom the Buyer submitted loan application, if any, in writing. A change in financial status
 114 includes, but is not limited to, loss or a change in income; Buyer's having incurred a new financial obligation; entry of a judgment
 115 against Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's**
 116 **ability to purchase.**

117 **9. SELLER REPRESENTATIONS (1-20)**

118 (A) **Status of Water**

119 Seller represents that the Property is served by:

- 120 Public Water Community Water On-site Water None _____

121 (B) **Status of Sewer**

122 1. Seller represents that the Property is served by:

- 123 Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)
 124 Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)
 125 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
 126 None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)
 127 _____

128 **Buyer Initials:** _____

Seller Initials: _____

2. **Notices Pursuant to the Pennsylvania Sewage Facilities Act**

Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

(C) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.

(D) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 9(C).

(E) Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

(F) Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____

(G) Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

(H) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

(I) **Internet of Things (IoT) Devices**

1. The presence of smart and green devices that are capable of connecting to the Internet, directly or indirectly, and the data stored on those devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.

2. On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or anyone on Seller's behalf to access any IoT devices remaining on the Property.

3. Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes, updating network settings and submitting change of ownership and contact information to device manufacturers and service providers.

4. This paragraph will survive settlement.

192 **Buyer Initials:** _____

ASC Page 4 of 10

Seller Initials: _____

193 **10. WAIVER OF CONTINGENCIES (9-05)**

194 **If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental**
195 **conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's**
196 **failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and**
197 **Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.**

198 **11. BUYER'S DUE DILIGENCE (3-15)**

199 **WAIVED.** This sale is NOT contingent upon the results of any inspection(s), although Buyer may inspect the Property (including
200 fixtures and any personal property specifically listed herein). Buyer agrees to purchase the Property **IN ITS PRESENT**
201 **CONDITION**, regardless of the results of any inspection(s) or findings that Buyer may learn of after the Execution Date of this
202 Agreement.

203 **ELECTED.** This sale IS contingent upon the results of inspection(s). It is Buyer's responsibility to determine that the condition
204 and permitted use of the property is satisfactory. Buyer may, within _____ days (30 if not specified) from the Execution Date
205 of this Agreement, conduct due diligence (Due Diligence Period), which includes, but is not limited to, verifying that the condi-
206 tion, permitted use, insurability, environmental conditions, boundaries, certifications, deed restrictions, zoning classifications
207 and any other features of the Property are satisfactory. Buyer may request that the property be inspected, at Buyer's expense, by
208 qualified professionals to determine the physical, structural, mechanical and environmental condition of the land, improvements
209 or their components, or for the suitability of the property for Buyer's needs. If, as the result of Buyer's due diligence, Buyer
210 determines that the Property is not suitable for Buyer's needs, Buyer may, prior to the expiration of the Due Diligence Period,
211 terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
212 Paragraph 24 of this Agreement. In the event that Buyer has not provided Seller with written notice of Buyer's intent to termi-
213 nate this Agreement prior to the end of the Due Diligence Period, this Agreement shall remain in full force and effect in accor-
214 dance with the terms and conditions as more fully set forth in this Agreement.

215 (A) **Buyer has been given the opportunity to inspect the Property** (including fixtures and any personal property specifically listed
216 herein) **and, subject to the Due Diligence contingency if elected, agrees to purchase the Property IN ITS PRESENT CON-**
217 **DITION unless the parties agree otherwise in writing. Buyer's decision to purchase the Property is a result of Buyer's own**
218 **inspections and determinations and not because of or in reliance on any representations made by Seller or any other party.**
219 Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or
220 determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the
221 permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection
222 of any of the systems contained therein.

223 (B) Any repairs required by this Agreement will be completed in a workmanlike manner.

224 (C) Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance
225 for formerly exempt properties. Buyer should consult with one or more insurance agents regarding the need for flood insurance
226 and possible premium increases.

227 **12. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14)**

228 (A) In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a
229 property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value
230 for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed
231 value of the property and result in a change in property tax.

232 (B) With the exception of county-wide reassessments, assessment appeal notices, notices of change in millage rates or increases in
233 rates, in the event any other notices, including violations, and/or assessments are received after Seller has signed this Agreement
234 and before settlement, Seller will within _____ days (10 if not specified) of receiving the notices and/or assessments provide a
235 copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

- 236 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
237 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
- 238 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails**
239 **within the stated time to notify Buyer whether Seller will comply**, Buyer will notify Seller in writing within _____ days
240 (10 if not specified) that Buyer will:

241 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
242 Paragraph 26 of this Agreement, OR

243 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
244 Paragraph 24 of this Agreement.

245 **If Buyer fails to respond** within the time stated in Paragraph 12(B)(2) **or fails to terminate** this Agreement by written notice to
246 Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 26 of this Agreement.

247 (C) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to
248 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice
249 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the
250 Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

251 (D) Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If
252 any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement,

253 **Buyer Initials:** _____

ASC Page 5 of 10

Seller Initials: _____

254 Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by
255 written notice to Seller within _____ days (15 days if not specified) after Buyer learns of the filing of such proceedings, with
256 all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. **Buyer's failure to provide notice
257 of termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement
258 remain in full force and effect.**

259 **13. TAX DEFERRED EXCHANGE (4-14)**

- 260 (A) If Seller notifies Buyer that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code,
261 Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be
262 reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any
263 additional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's
264 interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Buyer shall not be
265 required to execute any note, contract, deed or other document providing any liability which would survive the exchange, nor shall
266 Buyer be obligated to take title to any property other than the Property described in this Agreement. Seller shall indemnify and
267 hold harmless Buyer against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction
- 268 (B) If Buyer notifies Seller that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code,
269 Seller agrees to cooperate with Buyer in connection with such exchange, including the execution of such documents as may be
270 reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any
271 additional costs associated with the exchange are paid solely by Buyer. Seller is aware that Buyer has assigned Buyer's interest
272 in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Seller shall not be required
273 to execute any note, contract, deed or other document providing any liability which would survive the exchange. Buyer shall
274 indemnify and hold harmless Seller against any liability which arises or is claimed to have arisen from any aspect of the exchange
275 transaction.

276 **14. COMMERCIAL CONDOMINIUM (10-01)**

- 277 NOT APPLICABLE.
278 APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for nonresidential
279 use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act
280 of Pennsylvania (68 Pa.C.S. §3101 *et seq.*).

281 **15. TITLES, SURVEYS AND COSTS (6-20)**

- 282 (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the reg-
283 ular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions;
284 historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the
285 ground; easements of record; and privileges or rights of public service companies, if any.
- 286 (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;
287 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees
288 and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- 289 (C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal
290 description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by
291 Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- 292 (D) If a change in Seller's financial status affects Seller's ability to convey title to the Property as set forth in this Agreement on or
293 before the Settlement Date, or any extension thereof, Seller shall, within _____ days (5 if not specified) notify Buyer, in writing.
294 A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure law suit against the
295 Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that
296 the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property. In the event of the
297 death of Seller, the representative of the estate, or a surviving Seller shall immediately notify Buyer
- 298 (E) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as
299 specified in Paragraph 15(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can convey.
300 If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termina-
301 tion, all deposit monies shall be returned to Buyer according to the terms of Paragraph 24 of this Agreement and Seller will reimburse
302 Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and
303 for those items specified in Paragraph 15(B) items (1), (2), (3) and in Paragraph 15(C).
- 304 (F) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representa-
305 tion about the status of those rights unless indicated elsewhere in this Agreement.

306 **Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached and made part of this Agreement.**

307 **(G) COAL NOTICE (Where Applicable)**

308 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER-
309 NEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE
310 COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE
311 LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in
312 Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against
313 subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to
314 mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for
315 the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act
316 of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

317 **Buyer Initials:** _____

ASC Page 6 of 10

Seller Initials: _____

- 318 (H) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here: _____
 319
 320 (I) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____
 321
 322 **Private Transfer Fee Addendum (PAR Form PTF) is attached and made part of this Agreement.**
 323 2. **Notice Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private
 324 Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that
 325 is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obli-
 326 gation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of
 327 whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or
 328 other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must
 329 disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed,
 330 the Act gives certain rights and protections to buyers.
- 331 **16. MAINTENANCE AND RISK OF LOSS (10-06)**
 332 (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present con-
 333 dition, normal wear and tear excepted.
 334 (B) Seller will promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed,
 335 or damaged as a result of any cause whatsoever.
 336 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not
 337 replaced, Buyer will:
 338 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
 339 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 340 Paragraph 24 of this Agreement.
- 341 **17. RECORDING (9-05)**
 342 This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer
 343 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.
- 344 **18. ASSIGNMENT (1-10)**
 345 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assign-
 346 able, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless
 347 otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.
- 348 **19. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**
 349 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
 350 laws of the Commonwealth of Pennsylvania.
 351 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either
 352 party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.
 353 Seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by
 354 Buyer, and that any false statements contained therein could result in punishment by fine, imprisonment, or both.
- 355 **20. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (6-13)**
 356 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing
 357 for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal**
 358 **police department or the Pennsylvania State Police** for information relating to the presence of sex offenders near a particular
 359 property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.
- 360 **21. CERTIFICATION OF NON-FOREIGN INTEREST (10-01)**
 361 Seller **IS** a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the
 362 Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor
 363 (Seller) is a foreign person.
 364 Seller is **NOT** a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal
 365 Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To
 366 inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees
 367 to furnish Buyer, at or before closing, with the following:
 368 An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a
 369 foreign person.
 370 A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.
 371 Other: _____
- 372 **22. REPRESENTATIONS (1-10)**
 373 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licens-
 374 ees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement.
 375 This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants,
 376 representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not
 377 be altered, amended, changed or modified except in writing executed by the parties.
 378 (B) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

379 **Buyer Initials:** _____

ASC Page 7 of 10

Seller Initials: _____

380 **23. BROKER INDEMNIFICATION (6-13)**

- 381 (A) Buyer and Seller represent that the only Brokers involved in this transaction are: Long & Foster Real Estate and Media Real
382 Estate Company
383 and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any
384 claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party
385 shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify
386 and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either
387 party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any
388 person or entity. This paragraph shall survive settlement.
- 389 (B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an
390 expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide
391 advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representa-
392 tions or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent prop-
393 erty, including but not limited to those conditions listed in Paragraph 9(C).

394 **24. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)**

- 395 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
396 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID.
397 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- 398 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
399 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
400 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
401 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
402 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
403 Broker how to distribute some or all of the deposit monies.
404 3. According to the terms of a final order of court.
405 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
406 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 24 (C))
- 407 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not
408 specified) days after the Settlement Date stated in Paragraph 3(A) (or any written extensions thereof) or following date of termina-
409 tion of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's
410 written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is
411 the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt
412 of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement
413 between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of
414 the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution
415 of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties
416 maintain their legal rights to pursue litigation even after a distribution is made.
- 417 (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania
418 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
419 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- 420 (E) Seller has the option of retaining all sums paid by Buyer, including deposit monies, should Buyer:
421 1. Fail to make any additional payments as specified in Paragraph 2, OR
422 2. Furnishes false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning
423 Buyer's legal or financial status, OR
424 3. Violate or fails to fulfill and perform any other terms or conditions of this Agreement.
- 425 (F) **Unless otherwise checked in Paragraph 24(G)**, Seller may elect to retain those sums paid by Buyer, including deposit monies:
426 1. On account of purchase price, OR
427 2. As monies to be applied to Seller's damages, OR
428 3. As liquidated damages for such default.
- 429 (G) **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES**
- 430 (H) If Seller receives all sums paid and/or owed by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph
431 24(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- 432 (I) Brokers and licensees are not responsible for unpaid deposits.

434 **25. ARBITRATION OF DISPUTES (1-00)**

435 Buyer and Seller agree to arbitrate any dispute between them that cannot be amicably resolved. After written demand for arbitration by
436 either Buyer or Seller, each party will select a competent and disinterested arbitrator. The two so selected will select a third. If selection
437 of the third arbitrator cannot be agreed upon within 30 days, either party may request that selection be made by a judge of a court of
438 record in the county in which arbitration is pending. Each party will pay its chosen arbitrator, and bear equally expenses for the third
439 and all other expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common Law
440 Arbitration 42 Pa. C.S.A. §7341 *et seq.* This agreement to arbitrate disputes arising from this Agreement will survive settlement.

441 **Buyer Initials:** _____

ASC Page 8 of 10

Seller Initials: _____

442 **26. RELEASE (9-05)**
443 **Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any**
444 **OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or**
445 **through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all**
446 **of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon,**
447 **lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal**
448 **system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under**
449 **the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to**
450 **pursue any remedies that may be available under law or equity. This release will survive settlement.**

451 **27. REAL ESTATE RECOVERY FUND (1-18)**
452 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
453 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
454 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
455 3658.

456 **28. COMMUNICATIONS WITH BUYER AND/OR SELLER (6-13)**
457 Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
458 satisfied by communication/delivery to the Broker for Buyer, if any, except where required by law. If there is no Broker for Buyer,
459 those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the
460 parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall
461 be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied
462 only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

463 **29. NOTICE BEFORE SIGNING (4-14)**
464 Unless otherwise stated in writing, Buyer and Seller acknowledge that Brokers are not experts in legal or tax matters and that Brokers
465 have not made, nor will they make, any representations or warranties nor conduct research of the legal or tax ramifications of this
466 Agreement. Buyer and Seller acknowledge that Brokers have advised them to consult and retain experts concerning the legal and tax
467 effects of this Agreement and the completion of the sale, as well as the condition and/or legality of the Property, including, but not
468 limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Buyer and Seller acknowledge
469 receipt of a copy of this Agreement at the time of signing. **This Agreement may be executed in one or more counterparts**, each of
470 which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.
471 **WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.** Return of this Agreement, and any addenda and amend-
472 ments, including **return by electronic transmission**, bearing the signatures of all parties, constitutes acceptance by the parties.

- 473 **30. SPECIAL CLAUSES (4-14)**
474 (A) **The following are part of this Agreement if checked:**
475 Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA)
476 Short Sale Addendum to Agreement of Sale (PAR Form SHS)
477 Zoning Change Addendum to Agreement of Sale (PAR Form ZCA)
478
479
480

481 (B) **Additional Terms: Buyer and Seller mutually agree that the County will tour the building prior to execution of the Agreement**
482 **of Sale to ensure that existing conditions of the building have not changed since their property inspection in 2023.**

506 **Buyer Initials:** _____ **ASC Page 9 of 10** **Seller Initials:** _____

507 _____ Buyer has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa.
508 Code §35.336.

509 _____ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

510 _____ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)
511 before signing this Agreement.

512 **BUYER** _____ **DATE** _____
County of Delaware

513 Mailing Address _____

514 Phone(s) _____ Fax _____ Email _____

515 **BUYER** _____ **DATE** _____

516 Mailing Address _____

517 Phone(s) _____ Fax _____ Email _____

518 **BUYER** _____ **DATE** _____

519 Mailing Address _____

520 Phone(s) _____ Fax _____ Email _____

521 **AUTHORIZED REPRESENTATIVE** _____

522 Title **County Council Chair**

523 ~~COMPANY~~ **County of Delaware**

524 Seller has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.
525 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

526 **VOLUNTARY TRANSFER OF CORPORATE ASSETS** (if applicable): The undersigned acknowledges that he/she is authorized
527 by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or
528 exchange of all or substantially all the property and assets of the corporation, such as would require the authorization or consent of the
529 shareholders pursuant to 15 P.S. §1311.

530 **SELLER** _____ **DATE** _____
Commonwealth Land Title

531 Mailing Address _____

532 Phone(s) _____ Fax _____ Email _____

533 **SELLER** _____ **DATE** _____

534 Mailing Address _____

535 Phone(s) _____ Fax _____ Email _____

536 **SELLER** _____ **DATE** _____

537 Mailing Address _____

538 Phone(s) _____ Fax _____ Email _____

539 **AUTHORIZED REPRESENTATIVE** _____

540 Title _____

541 **COMPANY** _____



Item Cover Page

PRELIMINARY AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Sharon Scattolino, Treasurer

ITEM TYPE: Miscellaneous

AGENDA SECTION: Tax Collection Refund(s)

SUBJECT: Approval of Central Tax Collection Department's request for refunds for the years 2023 and 2024 County Real Estate Taxes for ten (10) property owners due to the overpayment of taxes due.

EXPENSE BUDGET LINE ITEM ACCOUNT: N/A

ESTIMATED/ACTUAL COST OF REQUEST: N/A

FUNDING SOURCE: Other Revenue

REVENUE TYPE:

PURCHASING:

GRANTS:

ADDITIONAL COMMENTS:

ATTACHMENTS: