



## AGENDA

### COUNTY COUNCIL REGULAR MEETING WEDNESDAY, APRIL 3, 2024

1. Call meeting to order
2. Pledge of Allegiance to the Flag
3. Public Comment
4. Approval of Minutes
  - 4.A Approval of the Minutes of the Regular Meeting held on March 20, 2024.  
[03.20.24 Minutes.pdf](#)
5. Announcement(s)
  - 5.A Announcement declaring April 1-7 as National Public Health Week.
  - 5.B Announcement declaring April 7-13 as National Library Week.
  - 5.C Update from Library Services.
  - 5.D Update from the Naming Committee.
6. Consent Agenda Items
  - 6.A Approval to advertise to reissue Request for Grant Proposals for a Program Coordinator for the Opioid Settlement Funds. Subject to Solicitor's approval.  
[Reissue Request for Grant Proposals for a Program Coordinator for the Opioid Settlement Funds.pdf](#)
  - 6.B Approval to apply for a Transportation & Community Development Initiative (TCDI) study for the Highland Avenue Train Station in the City of Chester.  
[RESOLUTION\\_CountyCouncil.docx](#)
  - 6.C Approval to apply to the Insurance Fraud Prevention Authority grant in the amount of \$641,169.00 from the dates of 07/01/2024-06/30/2025.  
[IFPA Grant Renewal Application.pdf](#)
  - 6.D Approval to accept grant renewal 4100092542 R2 in accordance with the renewal clause contained in Paragraph I.C.1.b. of the original Tuberculosis Control Grant Agreement. The renewal period will be effective July 01, 2024 and terminate June

30, 2025. Subject to Solicitor's approval.

[FED 4100092542 R2.pdf](#)

- 6.E Approval of a Grant Agreement to Delaware County Law Enforcement Memorial Foundation using ARPA funds in an amount not to exceed \$75,000 to fund a portion of the costs of the expansion of the Delaware County Law Enforcement Memorial Wall at Rose Tree Park. Subject to Solicitor's approval.  
[Memorial Grant Agreement Draft.pdf](#)  
[DCLEMF Stamped Drawing 2\\_23\\_2024.pdf](#)
- 6.F Approval to apply for Energy Efficiency and Conservation Block Grant (EECBG) funding with the U.S. Department of Energy in the amount of \$406,930 for LED Replacement in the Government Center Complex. Subject to Solicitor's approval.
- 6.G Approval to award a contract to J&M Preservation for Professional Design Services for the Rehabilitation of the 1724 Chester Courthouse in the amount not to exceed \$67,315. Subject to Solicitor's approval.  
[JM PRESERVATION STUDIO LLC.pdf](#)
- 6.H Approval of a Professional Services Agreement between the County of Delaware and Mugo Web for the development of a new website for Delaware County Libraries in an amount not to exceed \$42,625. Subject to Solicitor's approval.  
[Mugo Web Summary Memo.pdf](#)  
[Mugo\\_Web\\_-\\_DCL\\_Contract\\_3.2024.pdf](#)
- 6.I Approval of a contract between Workforce Development and Perch Advisors LLC for \$45,000 to provide EMS Industry Partnership facilitation for 18 months. Subject to Solicitor's approval.  
[Perch.pdf](#)
- 6.J Approval of a modification of contract between Workforce Development and Beasley Media to add \$10,000 for a website and promotion of the EMS Industry Partnership. Updated contract would be \$149,372. Subject to Solicitor's approval.  
[Beasley.pdf](#)
- 6.K Approval of a modification of contract between Workforce Development and Delaware County Community College to add \$5,000 for occupational skills summer camp. Updated contract would be \$25,000. Subject to Solicitor's approval.  
[DCCC.pdf](#)
- 6.L Approval for Workforce Development to enter a contract with Eastern Center for Arts and Technology to provide job seeker training for up to \$5,000 per trainee. Subject to Solicitor's approval.  
[Eastern Center for the Arts & Technolgy.pdf](#)
- 6.M Approval for Workforce Development to enter a contract with UTCRAS to provide On-the-Job Training at \$5,000 per trainee. Subject to Solicitor's approval.  
[UTCRAS.pdf](#)
- 6.N Approval of a Grant to East Lansdowne Borough in the amount of \$62,050.42 for the reimbursement of costs associated with the emergency demolition and

clearance of a fire destroyed residence at 58 Lewis Avenue. Subject to Solicitor's approval.

[East Lansdowne Request.pdf](#)

[Agreement -DF-24-14A.doc](#)

- 6.O Approval of a new contractual agreement with The Community College of Delaware County dba Delaware County Community College to support up to 30 students in the new Social Work Pathway. Subject to Solicitor's approval.  
[The Community College of Delaware County dba Delaware County Community College HS-A 126/23 Contract](#)  
[The Community College of Delaware County dba Delaware County Community College HS-A 126/23 W9](#)
- 6.P Approval to amend Contract #ID 21/23 with Home Health Specialist, Inc. to reflect the agency's legal name as it appears on their W-9 to Home Health Specialist, LLC dba Family First Homecare of Pennsylvania. Subject to Solicitor's approval.  
[Home Health Specialists Inc ID 21/23 Summary Page](#)  
[Home Health Specialists Inc ID 21/23 Letter](#)  
[Home Health Specialists Inc ID 21/23 W9](#)
- 6.Q Approval of Early Learning Resource Center agreements as outlined on the attached list. Subject to Solicitor's approval.  
[ATTACHMENT\\_ELRC\\_LIST\\_2324.docx](#)
- 6.R Approval to amend Contract #CW 117/23 with Athena House, LLC which adds an additional supportive service to the provider's agreement that includes 1:1 support at a rate of \$20.00 per hour for youth 13 - 20 years of age and extends the agreement through the 2024/2025 fiscal year. Subject to Solicitor's approval.  
[Athena House, LLC #CW 117/23 Summary Page](#)  
[Athena House, LLC #CW 117/23 Current Z Page.pdf](#)  
[Athena House, LLC #CW 117/23 Revised Z Page.pdf](#)
- 6.S Approval of a new contractual agreement with Gateway HorseWorks to provide equine-assisted learning programs for Delaware Country youth 13 to 18 years age. Subject to Solicitor's approval.  
[Gateway HouseWorks #CW 125/23 Summary Page](#)  
[Gateway HouseWorks #CW 125/23 Contract](#)
- 6.T Approval of change orders FPCO-19 and FPCO-21 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 \$18,443.07. The amended contract value will be \$3,841,446.21. Subject to Solicitor's approval.  
[Cooper FPCO-19.pdf](#)  
[Cooper FPCO 21.pdf](#)
- 6.U Approval of Reimbursement Agreement R24060003 between the County of Delaware and the Pennsylvania Department of Transportation (PennDOT) establishing maximum reimbursement at \$933,778.69 for a period of three years for the NBIS bridge inspections. Subject to Solicitor's approval.

[Agreement-R24060003.pdf](#)

- 6.V Approval of a professional services contract between the County of Delaware and McCormick Taylor for the NBIS bridge inspection contract for a period of three years for an amount not to exceed \$1,167,223.36. Subject to Solicitor's approval.  
[L00786 NBIS Price Proposal Details.pdf](#)  
[NBIS Estimate Details.pdf](#)  
[Technical Proposal Detail.pdf](#)
- 6.W Approval of an amendment to contract DF-23-60A between the County of Delaware and the City of Chester. The amendment will remove demolition of structures located at 427-429 Rose Street, 2703-2705 Lehman Street and 2709 Lehman Street. Properties located at 1722 W. 3rd Street and 550-556 Edgmont Avenue will be included in the contract for demolition. The grant will not exceed the original allocated amount of \$282,500. Subject to Solicitor's approval.  
[Delco Demo 2023 - Modification Letter.pdf](#)  
[DF-23-60A.Amend.pdf](#)
- 6.X Approval to advertise for construction to the Human Resources Suite Reno at the Delaware County Government Center. Subject to Solicitor's approval.  
[TIMELINE HR Bidding.pdf](#)
- 6.Y Approval to purchase office furniture for the Human Resources Suite from Kershner Office Furniture using PA State Contract #4400025661 and #4400025848 in an amount not to exceed \$154,639.15. Subject to Solicitor's approval.  
[32863-R5 Delaware County HR Suite-Drawing Set.pdf](#)  
[Kershner HR Suite Furniture Proposal.pdf](#)
- 6.Z Approval to purchase the B-Pod meal delivery system, software, smallwares and disposables from Burlodge USA, Inc. for the Fair Acres Geriatric Center in an amount not to exceed \$1,440,407.80. Subject to Solicitor's approval.  
[10656-240320 FAIR ACRES GERIATRIC CENTER - DELAWARE COUNTY - LS- QUOTATION FOR PO ISSUE 3-22-2024.pdf](#)
- 6.AA Approval for the extension of Interim Agreement of the Delaware County Prison Employee Independent Union (DCPEIU) to May 31, 2024. Subject to Solicitor's approval.
- 6.AB Approval of Conservation District personnel items as set forth on the attached list and increase in the Conservation District budget to reflect additional anticipated grant revenues for the positions.  
[Conservation District Approvals.pdf](#)
- 6.AC Approval to name the Marple tract "Delco Woods" based on the recommendation of the naming committee.
- 6.AD Approval of Central Tax Collection Department's request for refunds for the years 2023 and 2024 County Real Estate Taxes for the fifteen (15) property owners due to the over payment of taxes due.

7. Appointments
  - 7.A Approval to appoint Anny Laepple as the Director of Library Services.
  - 7.B Approval to appoint Karen Wilwol as the Director of Soil Conservation.
  - 7.C Approval to appoint Kathy Arim to the Community Action Agency with a term ending April 30, 2025.
  - 7.D Approval to appoint Siddiq Kamara to the Immigrant Affairs Board to a term ending December 31, 2024.
  - 7.E Approval to appoint Nicole E. Matteucci to the Women's Commission to a term ending June 30, 2024 and appoint Jacquie L. Jones to the Women's Commission to a term ending June 30, 2025.
8. Request by the Controller's Office for payment of current bills
9. Communications from the Executive Director
10. Solicitor
  - 10.A Approval to file four (4) Consents for Adoption with the Orphans Court.
11. Public Comment
12. Council Remarks
13. Adjourn



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 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 March 20, 2024.

**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:**

[03.20.24 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 March 20, 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 and also on March 19, 2024 to discuss Personnel and Litigation issues.

**3) Public Comment**

**4) Approval of Minutes**

4.A Approval of the Minutes of the Regular Meeting held on March 6, 2024.

Motion made by Richard Womack to approve of the Minutes of the Regular Meeting held on March 6, 2024. The motion was seconded by Kevin M Madden and carried unanimously.

**5) Ordinance(s)**

5.A Second Reading, Public Hearing and Consideration of Ordinance 2024-1 amending Chapter 141 of the County Code regarding County Parks.

Motion made by Richard Womack to approve to approve Ordinance 2024-1 amending Chapter 141 of the County Code regarding County Parks. The motion was seconded by Kevin M Madden.

Chair Taylor called on Solicitor Lichtenstein to present Ordinance 2024-1. Solicitor Lichtenstein presented Ordinance 2024-1 amending Chapter 141 of the County Code regarding County Parks and gave a brief summary.

Chair Taylor opened up the floor for Public Comment regarding Ordinance 2024-1. Discussion followed.

A roll call vote was taken by County Clerk Coogan with the following votes being registered: Reuther – Yay; Schaefer – Yay; Madden – Yay; Womack – Yay; Taylor – Yay. Ordinance 2024-1 passed unanimously.

5.B Second Reading, Public Hearing and Consideration of Ordinance 2024-2 amending Section 6-20G(1) of the Administrative Code Regarding Residency of County Employees.

Motion made by Richard Womack to approve Ordinance 2024-2 amending Section 6-20G(1) of the Administrative Code regarding Residency of County Employees. The motion was seconded by Kevin M Madden.

Chair Taylor called on Solicitor Lichtenstein to present Ordinance 2024-2. Solicitor Lichtenstein presented Ordinance 2024-2 amending Section 6-20G(1) of the Administrative Code regarding Residency of County Employees and gave a brief summary.

Chair Taylor opened up the floor for Public Comment regarding Ordinance 2024-2. Discussion followed.

A roll call vote was taken by County Clerk Coogan with the following votes being registered: Reuther – Yay; Schaefer – Yay; Madden – Yay; Womack – Yay; Taylor – Nay. Ordinance 2024-2 passed with a 4-1 vote with a nay vote being registered by Chair Taylor.

5.C Second Reading, Public Hearing and Consideration 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.

Motion made by Richard Womack to approve to approve 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. The motion was seconded by Kevin M Madden.

Chair Taylor called on Solicitor Lichtenstein to present Ordinance 2024-3. Solicitor Lichtenstein presented 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 and gave a brief summary.

Chair Taylor opened up the floor for Public Comment regarding Ordinance 2024-3. Discussion followed.

A roll call vote was taken by County Clerk Coogan with the following votes being registered: Reuther – Yay; Schaefer – Yay; Madden – Yay; Womack – Yay; Taylor – Yay. Ordinance 2024-3 passed unanimously.

## 6) Grants

6.A Approval of a Grant Agreement to Delaware County Historical Society (DCHS) in the amount of \$85,000.00 to provide support for the preservation and access to the DCHS collection. Subject to Solicitor's approval.

Motion made by Richard Womack to approve a Grant Agreement to Delaware County Historical Society (DCHS) in the amount of \$85,000.00 to provide support for the preservation and access to the DCHS collection. The motion was seconded by Christine A Reuther and carried with an abstention vote being registered by Mr. Madden.

## 7) Announcement(s)

7.A Update on systemwide evaluation of Delaware County Libraries by ReThinking Libraries, LLC

7.B Announcement: Update on Delaware County's Opioid Settlement Funds



Motion made by Kevin M Madden to remove items 8T and 8U from the Consent Agenda Items and vote on them individually. The motion was seconded by Christine A Reuther and carried unanimously.

8.T Approval to enter into a lease agreement with American Tower Management LLC for the new 911 Radio System for a tower located at 10 Isaac Bullock Lane, Glen Mills, PA 19342-8151 with an annual rent of \$42,399.96 (Subject to a 3% increase after the initial year) for an additional term of 5 years (subject to renewals as set forth in the lease) and a one-time payment of \$67,512.00 for tower modifications. Subject to Solicitor's approval.

Motion made by Kevin M Madden to amend item 8T to read as follows: Approval to enter into a lease agreement with American Tower Management LLC for the new 911 Radio System for a tower located at 10 Isaac Bullock Lane, Glen Mills, PA 19342-8151 with an annual rent of \$42,639.96 (Subject to a 3% increase after the initial year) for a term of 10 years (subject to renewals as set forth in the lease) and a one-time payment of \$67,512.00 for tower modifications. Subject to Solicitor's approval. The motion to amend this item was seconded by Christine A Reuther and carried unanimously.

Motion made by Kevin M Madden to enter into a lease agreement with American Tower Management LLC for the new 911 Radio System for a tower located at 10 Isaac Bullock Lane, Glen Mills, PA 19342-8151 with an annual rent of \$42,639.96 (Subject to a 3% increase after the initial year) for a term of 10 years (subject to renewals as set forth in the lease) and a one-time payment of \$67,512.00 for tower modifications. Subject to Solicitor's approval. The motion was seconded by Christine A Reuther and carried unanimously.

8.U Approval to amend a lease agreement with Crown Atlantic Company LLC for the new 911 Radio System for a tower located at 5300 Baltimore Avenue, Clifton Heights PA 19018 with an annual rent of \$32,400 (Subject to a 3% increase after the initial year) for an additional term of 5 years (subject to renewals as set forth in the lease). Subject to Solicitor's approval.

Motion made by Kevin M Madden to amend item 8.U) to read as follows: Approval to amend a lease agreement with Crown Atlantic Company LLC for the new 911 Radio System for a tower located at 5300 Baltimore Avenue, Clifton Heights PA 19018 with an annual rent of \$32,400 (Subject to a 3% increase after the initial year) for a term ending August 31, 2034 (subject to renewals as set forth in the lease). Subject to Solicitor's approval. The motion to amend this item was seconded by Christine A Reuther and carried unanimously.

Motion made by Kevin M Madden to amend a lease agreement with Crown Atlantic Company LLC for the new 911 Radio System for a tower located at 5300 Baltimore Avenue, Clifton Heights PA 19018 with an annual rent of \$32,400 (Subject to a 3% increase after the initial year) for a term ending August 31, 2034 (subject to renewals as set forth in the lease). Subject to Solicitor's approval. The motion was seconded by Christine A Reuther and carried unanimously.

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

8) Consent Agenda Items

8.A Approval of Opioid Settlement Grants per the attached list. Subject to Solicitor's approval.

- 8.B Approval of a Grant Agreement to Mainline Health Systems in an amount not to exceed \$500,000 to fund a portion of the costs of the emergency room expansion at Riddle Hospital using ARPA funds. Subject to Solicitor's approval.
- 8.C Approval of a Grant Agreement to Share Food Program in an amount not to exceed \$100,000 to fund costs of food bank operations using ARPA funds. Subject to Solicitor's approval.
- 8.D Approval of Reallocation of ARPA funds from COVID 19 Response to be available for other uses of funds under ARPA. Subject to Solicitor's approval.
- 8.E Approval to apply for a DCNR Community Conservation Partnership Program (C2P2) grant for the Darby Creek Trail in an amount not to exceed \$200,000.
- 8.F Approval to apply for and accept a grant in the amount of \$5,000.00 from the Pennsylvania Department of Environmental Protection Environmental Education Mini-grant Program for the benefit of the 3rd Annual Sustainability Conference. This will be a passthrough grant from the Soil and Water Conservation District. No match is required for this grant and will be reimbursed when all expenditures have been spent and a final report has been approved by the grantor.
- 8.G Approval of a Professional Services Agreement with ZenCity Technologies US Inc. in the amount of \$60,000 for 1 year to provide community engagement software as a service (SaaS) to support community outreach engagement, and data collection to support economic policy development and data-based decision-making. Subject to Solicitor's approval.
- 8.H Approval to Purchase Cloud Storage & Ransomware Storage for Backups for Information Technology Systems in the amount of \$32,465.53. This is part of CoStars Contract Software 006-E22-249, IT Hardware 003-E22-623. Subject to Solicitors approval.
- 8.I Approval of COSA 2023 - 2024 Contract Amendments. Subject to Solicitor's approval.
- 8.J Approval of a Memorandum of Understanding between the Delaware County Conservation District and Delaware County Council that addresses District operations, functions, and responsibilities relating to state law and county government to provide mutual understanding and cooperation. Subject to Solicitor's approval.
- 8.K Approval of emergency repair for the HVAC Heating for Unit 2 at George W. Hill Correctional Facility in an amount not to exceed \$29,500.00 by Elliott Lewis, Costars Contract #137099. Subject to Solicitor's approval.
- 8.L Approval of Early Learning Resource Center agreements as outlined on the attached list. Subject to Solicitor's approval.
- 8.M Approval of a new contractual agreement with Eddie Boyd dba Essential Ride, LLC for transportation services. Subject to Solicitor's approval.
- 8.N Approval to amend Contract #CW 25/23 with Children's Choice, Inc. Subject to Solicitor's approval.

8.O Approval to accept the Housing Opportunities to Persons with AIDS program grant agreement. Subject to Solicitors' approval.

8.P Approval to award a contract for professional architectural and engineering services between the County of Delaware and Studio JAED for accessibility upgrades at the Government Center Complex at an amount not to exceed \$45,400. Subject to Solicitor's approval.

8.Q Approval to award a contract for professional architectural, structural engineering, and historic preservation services between the County of Delaware and J&M Preservation Studio for renovations at Leedom House in Rose Tree Park at an amount not to exceed \$44,163.50. Subject to Solicitor's approval.

8.R Approval to advertise for design services for Major Renovations at Fair Acres Building 19. Subject to Solicitor's approval.

8.S Approval to enter into a lease agreement with American Tower Management LLC for the new 911 Radio System for a tower located at 476 Papermill Road, Springfield, PA with an annual rent of \$48,000.00 (Subject to a 3% increase after the initial year) for a term of 10 years (subject to renewals as set forth in the lease). Subject to Solicitor's approval.

8.V Approval to amend a lease agreement with SBA Structures, LLC for the new 911 Radio System for a tower located at 12 Kent Road, Aston, PA 19014 with an additional annual rent of \$7,200. Subject to Solicitor's approval.

8.W Approval to amend a lease agreement with SBA Structures, LLC for the new 911 Radio System for a tower located at 2407 Market Street, Twin Oaks, PA 19014 with an additional annual rent of \$12,000. Subject to Solicitor's approval.

8.X Approval of Software Maintenance Agreement with Granicus for the term of 4/6/2024 through 4/5/2025 for Agenda Management and Boards and Commissions in the amount of \$84,315.50.

8.Y Approval to submit applications to the offices of Congresswoman Scanlon, Senator Fetterman, and Senator Casey for Congressionally Directed Spending/Community Project Funding in the FY2025 federal budget.

8.Z Approval of Central Tax Collection Department's request for refunds for the years 2023 and 2024 County Real Estate Taxes for the twenty-five (25) property owners due to the over payment of taxes due.

8.AA Approval of Central Tax Collection Department's request for the Twenty-Eight (28) Court Ordered refunds for the years 2021, 2022, 2023 and 2024 for properties in the Borough of Sharon Hill, and the Townships of Concord, Haverford, Neither Providence, Radnor and Upper Darby in the total amount of \$30,511.40.

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

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

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

**10) Solicitor**

10.A Approval to file three (3) Petitions for the Termination of Parental Rights and one (1) Consent for Adoption with the Orphans Court.

Motion made by Richard Womack to file three (3) Petitions for the Termination of Parental Rights and one (1) Consent for Adoption with the Orphans Court. The motion was seconded by Christine A Reuther and carried unanimously.

**11) Public Comment****12) Council Remarks****13) Adjourn**

Motion made by Dr. Monica Taylor to Adjourn. The motion was seconded by Christine A Reuther and carried unanimously.

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ANNE M. COOGAN, County Clerk



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Anne Coogan, County Clerk

**ITEM TYPE:** Announcement(s)

**AGENDA SECTION:** Announcement(s)

**SUBJECT:** Announcement declaring April 1-7 as National Public Health Week.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** n/a

**ESTIMATED/ACTUAL COST OF REQUEST:** no cost

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Anne Coogan, County Clerk

**ITEM TYPE:** Resolution

**AGENDA SECTION:** Announcement(s)

**SUBJECT:** Announcement declaring April 7-13 as National Library Week.

**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

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Anne Coogan, County Clerk

**ITEM TYPE:** Announcement(s)

**AGENDA SECTION:** Announcement(s)

**SUBJECT:** Update from Library Services.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** n/a

**ESTIMATED/ACTUAL COST OF REQUEST:** no cost

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Jonathan Lichtenstein, County Council

**ITEM TYPE:** Announcement(s)

**AGENDA SECTION:** Announcement(s)

**SUBJECT:** Update from the Naming Committee.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** NA

**ESTIMATED/ACTUAL COST OF REQUEST:** NA

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**





# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Lisa Blair, Human Services

**ITEM TYPE:** Advertisement

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to advertise to reissue Request for Grant Proposals for a Program Coordinator for the Opioid Settlement Funds. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 58-XXXX-XXXXXX

**ESTIMATED/ACTUAL COST OF REQUEST:** TBD

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[Reissue Request for Grant Proposals for a Program Coordinator for the Opioid Settlement Funds.pdf](#)

*Request for Grant Proposals  
Opioid Settlement Funds*



*Round Two – Expenditure End Date 5/31/25*

## INTRODUCTION

The County of Delaware is slated to receive \$4,146,699 in funds as a result of the Opioid Settlement, including additional monies resulting from being a litigating county. These dollars must be spent within the confines of the settlement, including specified purposes as outlined in Exhibit E (attached), and be fully expended within eighteen months of receipt utilizing cash basis accounting. **For this Round of grants, grantees must actually expend all funds by May 31, 2025 or such funds may be recaptured by the County and reallocated.**

## OBJECTIVE

This Request for Grant Proposal (“RFP”) is being issued to gather proposals for potential uses of the Opioid Settlement Funds within the Service Area described below. County Council may select one or more of these proposals for grant funding from the Opioid Settlement Funds, at its discretion. County Council may also determine not to provide grants to fund any proposals, or to fund any other use of the Opioid Settlement Funds permitted by the Opioid Settlement.

This Request for Proposal is being issued for a Program Coordinator for the Opioid Settlement Funds. The Coordinator would have the responsibility of assisting the County in gaining public insight as to the potential uses of the funds, plan for the current and future funds, as well as ensuring appropriate reporting.

## PROPOSAL TIMELINES

<i>Action</i>	<i>Date</i>
RFP Released	TBD
Applicant Questions Due:	TBD Responses will be posted by close of business TBD
RFP Responses Due	TBD
Proposal Review Dates (anticipated)	TBD
Council Consideration (anticipated)	TBD

## SUBMISSION INSTRUCTIONS

Delaware County will receive responses to this RFP until **9:30 AM on To Be Determined**, via email to: Kelly Bonner, Contract Administrator  
[bonnerkm@delcohsa.org](mailto:bonnerkm@delcohsa.org)

- A. Only electronic submissions via e-mail will be accepted.
- B. Applicants must respond to all components of this RFP.
- C. Proposals must be submitted via email before the submission deadline.
- D. Proposal submissions must include two (2) attachments:
  - a. One (1) ORIGINAL professional on formal letterhead; and
  - b. One (1) COPY where ALL provider information must be redacted from, this copy must not contain **any** provider identifiers, those that do will not be considered.
- E. The submission must include the following separate documents:
  - a. Technical Proposal
  - b. Cost Proposal
  - c. Transmittal Letter signed by an official who has the legal authority to bind the company to the terms of the proposal.

It is the responsibility of the applicant to ensure that its response is received by the date and time specified. All costs (including travel) incurred in the preparation of the response will be the responsibility of the applicant and will not be reimbursed by the County or any other entity.

The County reserves the right to disqualify any proposal received after the specified date/time and not completed in the indicated format and inclusive of required information.

#### **ADDITIONAL INFORMATION FROM APPLICANTS**

##### **A. Inquiries**

Any questions pertaining to this RFP must be submitted via **email only** to Kelly Bonner (bonnerkm@delcohsa.org). Telephone inquiries will not be entertained. Applicants shall refrain from contacting or soliciting any other staff member or official of the County regarding this Request for Grant Proposals until the time of award by County Council. Failure to comply may result in disqualification of the firm.

##### **B. Contract**

The successful applicant will be expected to enter into a grant agreement with Delaware County in the form attached hereto as Attachment A. The County does not anticipate accepting any significant changes to the form of agreement as attached.

##### **C. Rejection of Proposals**

Delaware County Council reserves the right to reject any and all proposals or parts thereof in its sole discretion. It further reserves the right to insist on or waive any technicalities required for the best interest of the County. If all proposals are unacceptable, the County reserves the right to reject all proposals, to issue a new Request for Grant Proposals, or to determine to spend the Opioid Settlement funds in any way permitted by law and the terms of the settlement, whether or not through solicitation of proposals or otherwise.

##### **D. Amendments to RFP**

The County may modify this RFP by the issuance of a written addendum. No oral statements, explanations, or commitments will be of any effect unless incorporated into a written addendum.

##### **E. Other Provisions**

All proposals received under this RFP become the property of the County. Proposals may identify proprietary or confidential information for purposes of meeting an exception to the Pennsylvania Right-To-Know Law; however, the County is not bound by the identification of such information as proprietary or confidential and will provide copies of materials provided hereunder in response to a right-to-know request as required by Pennsylvania law.

#### **INFORMATION REQUIRED FROM APPLICANTS**

Failure to adhere to requirements for each section of the proposal may result in disqualification.

##### **A. Technical Proposal**

The Technical Proposal should address all questions and requirements as outlined in this Request for Proposal.

##### **B. Cost Proposal**

The Cost Proposal should include all costs required to implement the submitted proposal and must be submitted in the required format.

C. Transmittal Letter

The Transmittal Letter must be on the applicant's letterhead and signed by an individual with the legal authority to bind the applicant. The letter must identify the primary program and fiscal contact for the applicant and state the applicant accepts the terms, conditions, criteria, and requirements set forth in the RFP.

The Transmittal Letter must contain the following statement: "By submitting this proposal, applicant hereby represents that it understands that all grant funds awarded must be actually spent by May 31, 2025, that it has a good faith expectation that, if its proposal is selected, it will spend all awarded grant funds by that date, and that failure to so spend may result in unspent grant funds being subject to recapture."

**TECHNICAL PROPOSAL**

Technical Proposal should be no longer than 5 pages, please provide the following information:

- A. Organizational history, structure, and experience
  - a. Describe the history of the organization, including the length of time in existence, officers of the organization, and structure.
  - b. Provide specifics of prior work similar to that for which the request for proposal is issued.
  - c. Detail the organization's understanding of Delaware County and impact of the Opioid Crisis within the County.
  - d. Describe any other grants (whether from Opioid Settlement Funds or other moneys) received by the organization from Delaware County in the past five (5) years and if the funded project for each such grant was completed within its terms.
- B. Program description
  - a. Outline the strategies the organization will utilize to engage all communities within the County.
  - b. Detail the process by which the organization will develop a strategic plan for the short- and long-term utilization of the Opioid Settlement Funds.
  - c. Describe the techniques the organization will use to communicate to the public regarding the planning for the Opioid Settlement Funds, as well as marketing of community events to seek input.
  - d. Specify the techniques by which the organization will assist in the evaluation of programs funded through the Opioid Settlement Funds.
- C. Diversity, Inclusion, and cultural competency
  - a. Detail the plan the organization has of engaging the historically underserved communities within the County.
  - b. Describe the organization's incorporation of diversity, equity, and inclusion in operations and provide copies of applicable policies.
  - c. Describe the organization's approach to addressing language barriers and any translation or other language services to be provided.
- D. Metrics and achievements
  - a. Indicate the metrics which will be utilized to evaluate the success of the program.
  - b. Specify the time parameter and methods the organization will employ to detail performance with regards said metrics.
  - c. Describe your method for compliance with state and other reporting requirements.

E. Collaboration; Subcontracting and Funding

- a. Outline community organizations, providers, etc. with whom the organization collaborates, or intends to collaborate, with this initiative.
- b. Provide details on any applicable pre-existing linkages related to this project.
- c. Provide details on any subcontractors anticipated to be used as part of this project including subcontractors to be used, specific tasks to be subcontracted, and organizational information for such contractor as specified in A and C above.
- d. Provide details on any other funding anticipated to be used for this project, including status (i.e., committed versus applied for) and whether such funding is necessary for successful completion of this project.

**COST PROPOSAL**

The applicant is to complete the Cost Report per instructions. (Cost Report is a standard variation of the Fiscal Budget Packet).

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**Attachment A**

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**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 \_\_\_\_\_ ("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 \$\_\_\_\_\_ 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:  
Title:

**Grantor**

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

Attested by: \_\_\_\_\_  
Title: County Clerk

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## 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](mailto:bonnerkm@delcohsa.org)

**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**

**Description of Project**

**Permitted Opioid Remediation Use Provided by Project**

**Specific Uses of Funds**

**Itemized Budget**



**Attachment 2**

**Project Timeline**



**Attachment 3**

**Additional Reporting Metrics**



**Attachment 4**

**Alternate Funding Provisions**  
**(If applicable)**

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**Attachment 5**

**Grantee Contact Person**

*[Faint, illegible text, possibly a signature or stamp]*





# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Gina Burritt, Planning

**ITEM TYPE:** Grant

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to apply for a Transportation & Community Development Initiative (TCDI) study for the Highland Avenue Train Station in the City of Chester.

**EXPENSE BUDGET LINE ITEM** TBD  
**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** \$175,000  
**REQUEST:**

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Submit Grant

**ADDITIONAL COMMENTS:** The highland Avenue Train Station is almost a decade beyond its structural lifespan. This TCDI grant will be used to hire a consultant to study the feasibility of rehabilitating the existing station and updating it to meet ADA requirements or to build a new station closer to developing economic activity.

**ATTACHMENTS:**  
[RESOLUTION\\_CountyCouncil.docx](#)

RESOLUTION OF: Delaware County Council  
County of Delaware

WHEREAS, Delaware County Council supports the request for planning grant dollars from the Delaware Valley Regional Planning Commission; and

WHEREAS, Delaware County Council fully understands that DVRPC will provide project management and oversight of the planning grant, if chosen for funding; and

WHEREAS, Delaware County Council fully understands the application requirements including county coordination and attachments; and

WHEREAS, Delaware County Council fully understands that DVRPC will provide project management and oversight for the grant and advise on the qualifications-based procurement process, if required; and

WHEREAS, Delaware County Council fully understands that DVRPC will contract directly with a consultant chosen through a fair and open procurement process on behalf of the project sponsor; and

WHEREAS, that Delaware County Council hereby authorizes (municipality/county/transit agency) to submit an application to DVRPC for a TCDI planning grant; and

NOW, THEREFORE, BE IT RESOLVED, that Delaware County Council agrees to, if selected for the TCDI grant, to take all necessary action to complete the project associated with the grant agreement within the 24-month timeframe, and submit the final deliverable to DVRPC; and

BE IT FURTHER RESOLVED, that Delaware County Council agrees to provide all documentation and records that may be required by DVRPC to ensure proper allocation of costs and resources.

BE IT FURTHER RESOLVED, that Delaware County Council agrees to provide proof of adoption or acceptance of the final deliverable by the governing body through a resolution that must be submitted no later than December 31, 2026 to DVRPC

Adopted this day 25 of March, 2024

By a vote of: \_\_\_\_ in favor \_\_\_\_ against \_\_\_\_ abstain

BY: \_\_\_\_\_ Secretary/Clerk of

\_\_\_\_\_)



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Laura DeMutis, CID

**ITEM TYPE:** Grant

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to apply to the Insurance Fraud Prevention Authority grant in the amount of \$641,169.00 from the dates of 07/01/2024-06/30/2025.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 2624-1946

**ESTIMATED/ACTUAL COST OF REQUEST:** 641,169.00

**FUNDING SOURCE:** Grant

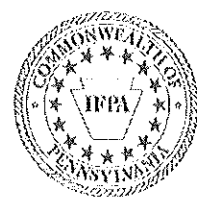
**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Submit Grant

**ADDITIONAL COMMENTS:** This is a reoccurring grant; this has been in existence since 2000.

**ATTACHMENTS:**  
[IFPA Grant Renewal Application.pdf](#)



### IFPA Grant Renewal Application

Grantee Name: Delaware DA

Address: 201 W. Front Street

City: Media State: PA Zip: 19063

EIN Tax ID#: 23-6003046 Program Start Date: 7/1/24 Program End Date: 6/30/25

Enter Amounts as numbers with 2 digit decimal, i.e. 345567.12

Year 1 Grant \$\$ Amount: \$ 641,169.00

Total \$\$ Requested: \$ 641,169.00

Year 2 Grant \$\$ Amount:

#### Certification

I certify that I have been provided a copy of the IFPA's Grantee Procedures Manual and that any and all grant monies awarded in connection with this Application for Grant Renewal will be used solely to effectuate the purposes of the Insurance Fraud Prevention Act (Act 166 of 1994, as re-stated by Act 147 of 2002 at Article XI of the Insurance Department Act of 1921) as per Sections 1102 and 1123(b) of said Act.

Name & Title of Authorized Official: Jack Stollsteimer

Phone Number: 610-891-4168

Email: stollsteimerj@co.delaware.pa.us

3 / 11 / 24

Date

Signature of Authorized Official (required if this form is printed, signed and returned the IFPA by US Mail. No signature is required if submitted by email, as date of emailing will be the date of application)

Reset Form



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Charles Walmsley, Health

**ITEM TYPE:** Grant

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to accept grant renewal 4100092542 R2 in accordance with the renewal clause contained in Paragraph I.C.1.b. of the original Tuberculosis Control Grant Agreement. The renewal period will be effective July 01, 2024 and terminate June 30, 2025. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 5125-4546 - budget renewal for July

**ESTIMATED/ACTUAL COST OF REQUEST:** \$55,240 grant revenue

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Accept Grant

**ADDITIONAL COMMENTS:** No signature required. This will be included in 07/01/24-06/30/25 fund 5125 budget preparations.

**ATTACHMENTS:**  
[FED 4100092542 R2.pdf](#)



March 8, 2024

Melissa Lyon  
Delaware County Health Department  
201 W. Front Street  
Media, PA 19063-2708

Re: Renewal Notification  
Grant Agreement # 4100092542 R2  
Vendor # 139089

Dear Ms. Lyon:

The Department of Health is exercising its option to renew the terms and conditions of the subject Grant Agreement, and any amendments thereto, in accordance with the renewal clause contained in Paragraph I.C.1.b. of the original Grant Agreement. The renewal period will be effective July 01, 2024 and terminate June 30, 2025.

The attached budget, Appendix C-6 is incorporated into the Grant Agreement for the renewal period.

Pursuant to Management Directive 305.21, Payments to Local Governments and Other Subrecipients, Department must identify the amounts of Federal and state funding it provides to Grantees. This identification follows and includes the breakdown of Federal and state dollars provided and the related Federal and state financial assistance program name and number:

\$55,240.00 state dollars

This is the only correspondence that will be issued by the Department regarding this renewal. Please retain for your records.

All other terms and conditions of this Grant Agreement remain unchanged.

If you have any questions regarding this renewal, you may contact the Project Officer, Patrick Nosko at 717-547-3675.

Sincerely,

---

Office of Procurement  
For Agency Head

---

Comptroller  
Confirmation of Availability of Funds

Attachment

cc: Project Officer  
Contract File  
Comptroller

**Appendix C-6  
BUDGET SUMMARY**

**Delaware County Health Department  
4100092542  
July 1, 2024 - June 30, 2025**

<b>CATEGORIES</b>	<b>Original Budget</b>	<b>Renewal 2</b>	<b>Total Budget</b>
<b>I. PERSONNEL SERVICES</b>	-	28,377.05	28,377.05
<b>II. CONSULTANT/SUBCONTRACT SERVICES</b>	-	18,945.00	18,945.00
<b>III. PATIENT SERVICES</b>	-	-	-
<b>IV. SUPPLIES/EQUIPMENT</b>	-	2,827.95	2,827.95
<b>V. TRAVEL</b>	-	590.00	590.00
<b>VI. OTHER COSTS</b>	-	4,500.00	4,500.00
<b>TOTAL</b>	-	55,240.00	55,240.00



**Appendix C-6**

**Delaware County Health Department**

**4100092542**

**July 1, 2024 - June 30, 2025**

Categories	Original Budget	Original Budget	Original Budget	Renewal 2	Total Budget
	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	State Funds 7/1/2024-6/30/2025	
<b>I. PERSONNEL SERVICES</b>					
Renewal 2					-
Communicable Disease Nurse Supervisor				5,947.31	5,947.31
Public Health Nurse				14,717.98	14,717.98
Disease Investigation Specialist				7,711.76	7,711.76
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					-
<b>Total</b>				<b>28,377.05</b>	<b>28,377.05</b>
<b>II. CONSULTANT/SUBCONTRACT SERVICES</b>					
Renewal 2					-

**Appendix C-6**  
**Delaware County Health Department**  
**4100092542**  
**July 1, 2024 - June 30, 2025**

Categories	Original Budget	Original Budget	Original Budget	Renewal 2	Total Budget
	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	State Funds 7/1/2024-6/30/2025	
TB Physician Services				13,320.00	13,320.00
Radiology Services				5,625.00	5,625.00
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<b>Total</b>				18,945.00	18,945.00
<b>III. PATIENT SERVICES</b>					
					-
					-
					-

**Appendix C-6**  
**Delaware County Health Department**  
**4100092542**  
**July 1, 2024 - June 30, 2025**

Categories	Original Budget	Original Budget	Original Budget	Renewal 2	Total Budget
	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	State Funds 7/1/2024-6/30/2025	
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<b>Total</b>	-	-	-	-	-

**IV. SUPPLIES/EQUIPMENT**

Renewal 2					-
Educational Materials				1,000.00	1,000.00
Office Supplies				275.00	275.00
Clinic Supplies				1,552.95	1,552.95

Categories	Original Budget	Original Budget	Original Budget	Renewal 2	Total Budget
	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	State Funds 7/1/2024-6/30/2025	
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					-
<b>Total</b>	-	-	-	2,827.95	2,827.95
<b>V. TRAVEL</b>					
Renewal 2					-
General Travel				590.00	590.00
					-
					-
					-
					-
					-

**Appendix C-6**  
**Delaware County Health Department**  
**4100092542**  
**July 1, 2024 - June 30, 2025**

Categories	Original Budget	Original Budget	Original Budget	Renewal 2	Total Budget
	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	State Funds 7/1/2024-6/30/2025	
					-
					-
					-
					-
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					-
					-
					-
<b>Total</b>	-	-	-	590.00	590.00
<b>VI. OTHER COSTS</b>					
Renewal 2					-
Indirect Costs				4,500.00	4,500.00
					-
					-
					-
					-
					-
					-
					-

**Appendix C-6**  
**Delaware County Health Department**  
**4100092542**  
**July 1, 2024 - June 30, 2025**

Categories	Original Budget	Original Budget	Original Budget	Renewal 2	Total Budget
	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	(IO# and IO# Begin and End Dates)	State Funds 7/1/2024-6/30/2025	
					-
					-
					-
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					-
<b>Total</b>	-	-	-	4,500.00	4,500.00
<b>TOTAL</b>	-	-	-	55,240.00	55,240.00



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Jonathan Lichtenstein, Executive Director

**ITEM TYPE:** Grant

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of a Grant Agreement to Delaware County Law Enforcement Memorial Foundation using ARPA funds in an amount not to exceed \$75,000 to fund a portion of the costs of the expansion of the Delaware County Law Enforcement Memorial Wall at Rose Tree Park. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** TBD  
**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** 75,000  
**REQUEST:**

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[Memorial Grant Agreement Draft.pdf](#)  
[DCLEMF Stamped Drawing 2\\_23\\_2024.pdf](#)

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**GRANT AGREEMENT**  
**AMERICAN RESCUE PLAN ACT FUNDS**

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This is a Grant Agreement (“Agreement”), dated as of April 3, 2024, by and between Delaware County Law Enforcement Memorial Foundation (“Grantee”) and the County of Delaware, Pennsylvania (“Grantor”). The Grantee is a non-profit entity under Section 501(c)(3) of the Internal Revenue Code. The Grantor is a local government entity under the laws of the Commonwealth of Pennsylvania. This Agreement was approved by Grantor’s County Council on April 3, 2024.

The Grantor desires to support Grantee by making a grant consistent with the requirements of ARPA (as defined herein). The Grant Plan is 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 \$75,000 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 statutory requirements and the requirements of this Agreement. The Grant is being funded with funds received by Grantor from the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF Funds”) under the American Rescue Plan Act of 2021 (“ARPA”).

**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 (as further described 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.

**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.

**2.2 Reporting.** Client will provide Grantor with narrative and/or financial reports as set out in the Grant Plan and in accordance with the requirements of ARPA as the Grantor establishes. In the event of a conflict between this Agreement and ARPA, the requirements of ARPA shall take precedence.

**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 also provide access to records as required to support review under ARPA and the Grantor's annual auditing requirements (as established by its Controller).

**3. DONOR RECOGNITION; 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. Grantee 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. Grantee represents and warrants that it is a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code. Grantee will promptly notify Grantor of any changes in such status. Grantee will comply with all applicable Internal Revenue Code provisions.

#### **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 as stated in writing and 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.

**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 board member, employee, or volunteer of Grantee; provided, that funding will be provided to certain Partner Organizations as described in the Grant Plan.

**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 Force Majeure.** Grantee will not be required to perform or be held liable for failure to perform if nonperformance is caused by labor strikes, work stoppages, war, hostilities, a national emergency, acts of God, epidemics, quarantines, natural disasters, power failures, or any other causes beyond its control. Grantee will notify and consult with Grantor regarding the event and how to minimize its impact, and in all cases will make commercially reasonable efforts to address the problem and carry out its obligations.

**6.6 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.

**6.7 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. Grantee shall maintain, at its sole cost and expense, comprehensive general liability, and property damage insurance for the Project in such amounts as are reasonably required for its ongoing operations, as well as any required workers' compensation insurance. 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.

## **7. TERMINATION**

Grantor shall have the right to: (1) immediately, without prior notice, withhold undisbursed Grant funds; 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 of Grantee's status (or any Partner Organization, as defined in the Grant Plan) as an organization described in Section 501(c)(3) of the Internal Revenue Code.
4. Loss by Grantee of any material portion of the other sources of funds for the Project described in the Grant Plan, 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 to withhold funding or terminate this Agreement (except as described in clause 2 above), Grantee shall have the right to cure any default 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: Lisa DeMartini  
Title: President

**Grantor**

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

Attested by: \_\_\_\_\_  
Name: Anne Coogan  
Title: County Clerk

Grantee UEI Number: \_\_\_\_\_  
Grantee listed in SAM.gov  Yes  No

## EXHIBIT A – GRANT PLAN

**Background.** Grantee is a non-profit organization, organized and overseen by Delaware County Law Enforcement Officers, Survivors and Supporters. It maintains the Delaware County Law Enforcement Memorial wall (the “Memorial”) at Rose Tree Park to honor and preserve the memories of Delaware County’s fallen heroes and provide a place to forever remember their great sacrifice. The Memorial is located on land in a county park pursuant to a License Agreement (the “License Agreement”) between Grantee and Grantor.

The Memorial was dedicated on May 16, 2002. It now needs to be expanded to continue to honor additional fallen heroes.

**Use of Grant Funds.** The estimated overall budget for the Project is as follows:

DESCRIPTION	QUANTITY	UNIT RATE	TOTAL	REMARKS
<b>EXISTING CONDITIONS</b>				
Safety & Protection Controls	1 LPSM	5000.00	\$5,000	
Concrete Sawcutting	15 LNFT	10.00	\$150	
Demolish Concrete Sidewalk	700 SQFT	3.88	\$2,716	
Disposal of Debris	10 TONS	125.00	\$1,250	
<b>Subtotal</b>			<b>\$9,116</b>	
<b>CONCRETE</b>				
Wall Footing	130 LNFT	91.06	\$11,838	
Excavation/Backfill	1 LPSM	5000.00	\$5,000	
<b>Subtotal</b>			<b>\$16,838</b>	
<b>MASONRY</b>				
12" CMU Foundation	520 SQFT	36.52	\$18,990	
Stone Veneer	765 SQFT	55.14	\$42,182	
Cast Stone Wall Cap	130 LNFT	94.88	\$12,334	
Flashing and Weeps	1 LPSM	2500.00	\$2,500	
Equipment	1 LPSM	7500.00	\$7,500	
<b>Subtotal</b>			<b>\$83,507</b>	
<b>EARTHWORK/EXTERIOR IMPROVEMENTS</b>				
Subgrade Excavation	170 CUYD	32.74	\$5,566	
Disposal of Debris	300 TONS	22.40	\$6,720	
Stamped Concrete Sidewalk Area	3,300 SQFT	18.22	\$60,126	
Walkway Pavers	550 SQFT	29.55	\$16,253	
Site Grading, Restoration & Topsoil	25 CUYD	75.72	\$1,893	
Seeding & Mulching	150 SQYD	5.15	\$773	
Equipment	1 LPSM	5500.00	\$5,500	
Landscaping Allowance	1 LPSM	5000.00	\$5,000	
<b>Subtotal</b>			<b>\$101,830</b>	
<b>SUBTOTAL TRADE COST</b>			<b>\$211,291</b>	

Grantee is currently in the process of raising additional funds for the Project for donations and other available sources.

**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.

**Funding.** The Grant will be provided from the Grantor’s receipt of funds under ARPA under the terms and conditions the U.S. Treasury has established for the uses of these public funds.

**Grant Period.** The Grant will finance costs incurred by Grantee no later than December 31, 2025, unless Grantor in writing extends the Grant period, in its sole discretion.

**Reporting.** Grantee will provide reports within 30 days of the end of each calendar quarter, starting in July 2024, consisting of updates on the Project including (i) funds raised, (ii) funds spent, (iii) costs incurred and (iv) percent completion. The Grantee will further provide quarterly and annual reporting as reasonably required by the Grantor to meet the purposes of ARPA and the Grantor’s annual reporting and audit requirements.

**ARPA.** The grant is being funded by Grantor with SLFRF Funds received pursuant to ARPA and allocated to fund government services. Further requirements for use of SLFRF Funds are attached hereto as Attachment 1.

**Funding.** Payment of grant funds will be on a reimbursement basis (including amounts spent prior to execution of this Agreement). Grantee shall submit invoices, not more frequently than monthly, itemizing funds spent on each portion of the Project together with appropriate backup for such payments.

Grantor will fund any properly completed invoice within forty-five (45) days of the date of submission.

**License Agreement Consent.** Grantor and Grantee have executed the Consent to the Project required under the License Agreement, attached hereto as Attachment 2.

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

**Grantor:** Marc Woolley, Chief Administrative Officer  
610-891-4453; [WoolleyM@co.delaware.pa.us](mailto:WoolleyM@co.delaware.pa.us)

**Grantee:**

## Attachment 1

### Additional ARPA Provisions

- a. Grantee agrees to comply with the requirements of Section 602 of the Social Security Act, regulations adopted by Treasury pursuant to Section 602(f) thereof, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders. Such compliance includes, but is not limited to, compliance with: (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; (b) 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19; (c) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.); and (d) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.).
- b. Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Grantee must disclose in writing to the Grantor any potential conflict of interest affecting the Grant funds in accordance with 2 C.F.R. § 200.112.
- c. In furtherance of the above requirements, Grantee shall specifically comply with Title VI of the Civil Rights Act of 1964, which prohibits Grantees of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
- d. Grantee shall maintain records and financial documents sufficient to evidence compliance with ARPA, U.S. Treasury's regulations implementing ARPA, and guidance issued by the U.S. Treasury regarding the foregoing. The U.S. Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the Grantor, whichever is later.
- e. Grantee will fully cooperate with the Grantor in responding to any audit of the Grantor related to the SLFRF Funds and shall maintain records to allow the Grantor to demonstrate that the SLFRF Funds have been used in accordance with the Agreement and ARPA.
- f. Any procurement using SLFRF Funds must be consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Grantee must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Grantee must ensure adherence to all applicable local, State, and federal procurement laws and regulations.
- g. In furtherance of the above requirements, Grantee shall provide the appropriate single or Program-Specific Audit in accordance with the provisions outlined in 2 CFR § 200.501.

**Attachment 2**

**CONSENT TO PROJECT**

The County of Delaware, Pennsylvania (the "County") and the Delaware County Law Enforcement Memorial Foundation (the "Foundation") are parties to a License Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit A, pursuant to which the Foundation was granted a license to erect and operate The Delaware County Law Enforcement Memorial wall (the "Memorial") in Rose Tree Park, a park owned by the County.

Under Section 8 of the Agreement, for each and every alteration, addition or improvement the Foundation wishes to make to the Memorial, the Foundation shall first submit to the County a detailed description thereof, and then obtain the County's written approval thereof.

The Foundation has submitted to the County the description of a proposed expansion to the Memorial attached hereto as Exhibit B. The County hereby approves the proposed expansion as shown in Exhibit B. Any material changes to such expansion, or any alteration, addition or improvement to the Memorial not shown in Exhibit B, shall require the further written approval of the County.

The parties confirm that the Agreement, as set forth in Exhibit A, remains in full force and effect.

COUNTY OF DELAWARE, PENNSYLVANIA

By: \_\_\_\_\_  
Chair, County Council

ACKNOWLEDGED AND AGREED:

DELAWARE COUNTY LAW ENFORCEMENT MEMORIAL FOUNDATION

By: \_\_\_\_\_  
Title:

**DRAFT**

**LICENSE AGREEMENT**

**By and Between the**

**County of Delaware**

**and**

**The Delaware County Law Enforcement Memorial Foundation**

BACKGROUND

WHEREAS, the County of Delaware (hereinafter, "County") owns and maintains certain park lands known as Rose Tree Park in the Township of Upper Providence, Delaware County, Pennsylvania; and

WHEREAS, the Delaware County Law Enforcement Memorial Foundation (hereinafter, "Foundation") has been established to erect a memorial (hereinafter, the "Memorial") dedicated to the preservation of the memory of Law Enforcement Officers who have died in the line of duty in Delaware County; and

WHEREAS, the Foundation desires that the Memorial be placed in Rose Tree Park; and

WHEREAS, the County wishes to grant permission to the Foundation to utilize Rose Tree Park for said Memorial, by this license agreement, subject to the certain terms and conditions stated below.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows.

1. The County hereby grants a license to the Foundation to erect and operate the Delaware County Law Enforcement Memorial at Rose Tree Park, pursuant to and in conformity with a certain Site Plan, which is attached hereto and incorporated herein as Exhibit "A".
2. The Foundation, at its sole cost and expense, shall erect the Memorial.
3. The Foundation shall be responsible for obtaining all approvals and permits necessary for the erection of the Memorial from any local agency including, but not limited to, the Township of Upper Providence. The County of Delaware shall cooperate with the Foundation in seeking the approvals and permits from any local agency. The County shall at all times approve the location of the Memorial and shall have the right to relocate the Memorial, at its sole cost and expense, should the County, at its sole discretion, deem it necessary.



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4. The County shall not charge any rent for this license agreement. The Foundation shall be responsible to the County for any costs incurred by the County relating to this agreement and/or the hosting of the Memorial.
5. The Foundation, at its sole cost and expense, shall maintain the Memorial and all fixtures and appurtenances thereto, in good order, condition and repair during the term of this agreement. The Foundation shall remove all dirt, rubbish, waste and refuse from the Memorial at all times during the term of this agreement.
6. The Foundation shall observe the rules and regulations promulgated by the County, and its Parks and Recreation Department, as may be established from time to time. Modifications to such rules and regulations will be transmitted by written notice to the Foundation. Such rules and regulations may be established which, in the County's reasonable judgment, are desirable for the general safety, comfort and convenience of the users of Rose Tree Park. All rules and regulations shall be deemed a part of this agreement, as conditions, with the same effect as though written herein, and the Foundation covenants that they shall be faithfully observed by the Foundation.
7. The Foundation agrees at all times to comply promptly and fully at its sole cost and expense with all laws, ordinances, regulations and other requirements whatsoever, including without limitation, environmental laws, of any and all Federal, Commonwealth and local authorities, insurance organizations, associations or companies, which impose obligations upon the County, with respect to the Memorial premises at Rose Tree Park or the Foundation's occupancy thereof (collectively the "law"), solely to the extent that compliance is necessitated due to (i) the Foundation's specific use, occupancy or alteration of Rose Tree Park or any part thereof, or (ii) any act or omission of the Foundation or its employees, agents, contractors, licensees, or invitees. Notwithstanding the foregoing, the County may undertake such compliance on the Foundation's behalf, in which event the Foundation shall reimburse to the County all the County's out of pocket expenses so incurred within thirty (30) days after billing. The Foundation also agrees that it shall not knowingly do or commit, or suffer to be done or committed any where in or on the Memorial premises, any act or omission contrary to the laws. Without limiting the foregoing, the Foundation agrees that the laws include the Federal Americans with Disabilities Act ("ADA") and the Foundation's responsibilities hereunder include the duty to insure that the Memorial, and all facilities and improvements thereon, comply with such laws. The Foundation agrees to indemnify the County and hold the County and its agents, officers, elected officials and employees harmless of and from all costs and expenses incurred as a consequence of any and all claims made against the County or any of them resulting from or arising out of any default by the Foundation in the performance of the obligations contained in this paragraph or arising from the negligence, carelessness or intentional acts of the Foundation's agents, servants, contractors, employees and/or invitees.

**DRAFT**

8. For each and every alteration, addition or improvement the Foundation wishes to make, the Foundation shall first submit to the County a detailed description thereof, and then obtain the County's written approval thereof.
9. The Foundation shall not permit any financing statement or statements to be filed with respect to any of the Foundation's work or any alterations, additions or improvements made by the Foundation. All fixtures attached to the premises shall, unless the County gives the Foundation notice to remove them, remain at the premises upon any termination of this agreement. Should this agreement terminate, the Foundation shall repair all damage to the premises caused by the installation or removal of the Memorial, and shall restore the premises to its original improved condition (ordinary wear and tear excepted), within ninety (90) days after the termination of the agreement. Should the Foundation fail to remove the same or restore the premises, the County may cause same to be removed and/or premises to be restored at the Foundation's expense, and the Foundation hereby agrees to pay to the County the actual cost of such removal and/or restoration, together with any and all damages which the County may suffer and sustain by reason of the failure of the Foundation to remove the same and/or restore the premises as herein provided. The Foundation shall have no claim to title in any property remaining at the Memorial premises after termination of this agreement.
10. The Foundation shall not place, or cause or allow to be placed, any sign, advertising banner, lettering, stand, booth, showcase, or other article or matter in or upon the Memorial premises and or the property without the prior written consent of the County, which may be withheld in its sole discretion.
11. It is understood and agreed that the Foundation may wish to conduct public memorial services at the Memorial on certain occasions. For any such public activity, the Foundation shall give at least thirty (30) days notice to the County of its intent to conduct such activity. The County may, in its reasonable judgment, disallow such public activity if it believes such activity is not in conformity with the intent and purpose of the Memorial and/or the use of public park lands.
12. The Foundation shall give prompt written notice to the County of any dangerous, defective, unsafe or emergency condition in or on the Memorial premises.
13. The Foundation covenants that it shall not commit nor permit a nuisance at the Memorial premises and that it shall not maliciously or by reason of gross negligence interfere with the comfort and safety of the users of Rose Tree Park.
14. The County shall at all times have access to all areas of the Memorial premises.
15. In the event of any breach by the Foundation of any of the covenants or agreements herein, the County may give the Foundation ten (10) days notice to cure said breach, setting forth in writing which covenants or agreements have been breached. If any breach is not cured within said ten (10) day period, or

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reasonable steps to effectuate said cure are not commenced and diligently pursued within that (10) ten day period and thereafter until such breach has been cured, the County may terminate this agreement upon thirty (30) days additional notice to the Foundation, with said notice being in lieu of any required notice to quit, which the Foundation hereby waives. Said termination shall be ineffective if the Foundation cures said breach or commences and diligently pursues reasonable steps to effectuate such cure at any time prior to the expiration of said thirty (30) day termination.

16. The term of this agreement is meant to be perpetual. However, either party hereto may terminate this agreement upon ninety (90) days written notice to the other party. In the event that the County wishes to terminate this agreement and provides notice of such intent, the County shall bear all costs associated with the removal of the Memorial from Rose Tree Park.
17. All notices required in this agreement shall be in writing, delivered by hand or first-class mail, return receipt requested, as follows:

To the County of Delaware:

Executive Director  
Government Center Building  
201 West Front Street  
Media, PA 19063

To the Foundation:

Delaware County Law Enforcement Memorial Foundation  
C/O Joseph W. Chupien, Esq.  
25 West Second Street  
Media, PA 19063

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates stated.

\_\_\_\_\_  
Date

\_\_\_\_\_  
John J. McFadden  
Chairman  
Delaware County Council

\_\_\_\_\_  
Tim Murtaugh  
Vice Chairman  
Delaware County Council

\_\_\_\_\_  
Andrew J. Reilly  
Delaware County Council

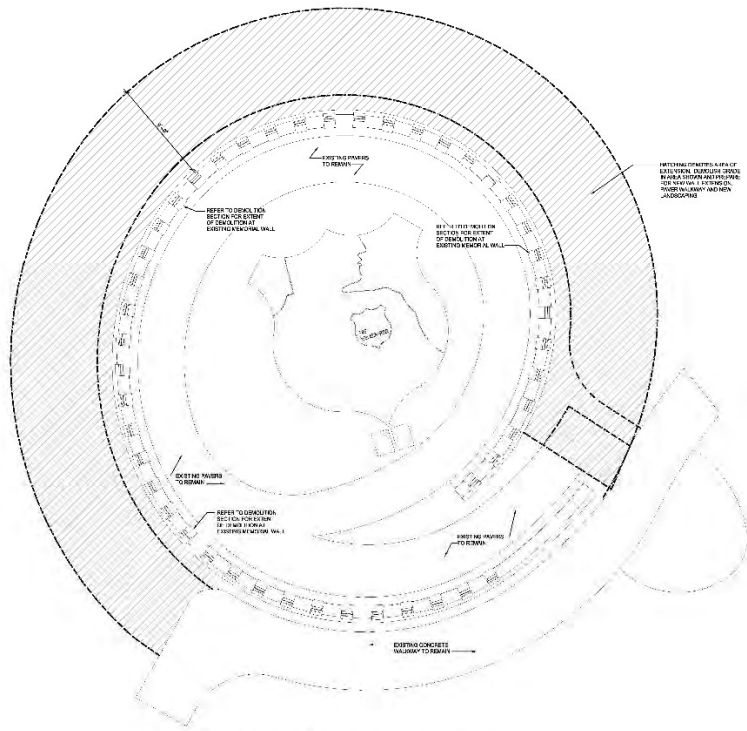
\_\_\_\_\_  
G. Michael Green  
Delaware County Council

\_\_\_\_\_  
Linda A. Cartisano  
Delaware County Council

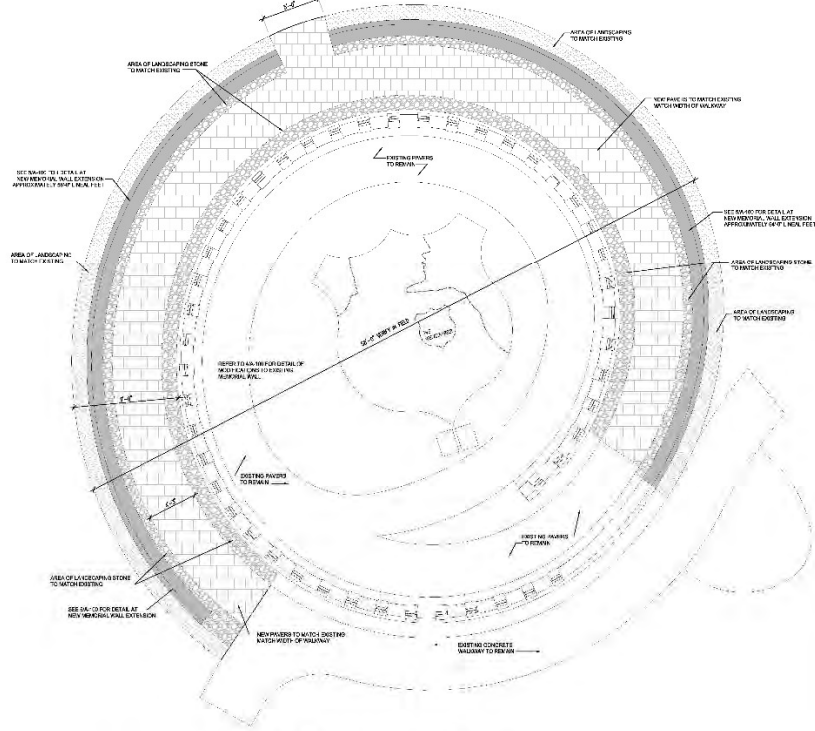
\_\_\_\_\_  
Date

\_\_\_\_\_  
The Delaware County Law  
Enforcement Memorial Foundation

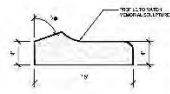
# Exhibit B to Consent



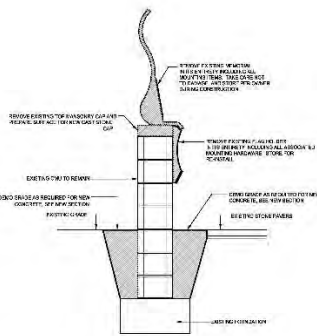
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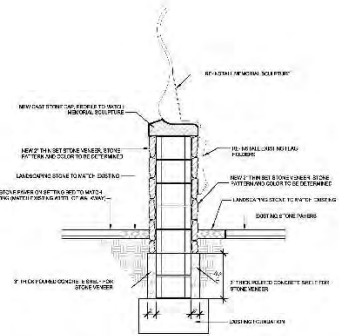
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3 DETAIL AT NEW CAST STONE CAP  
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3 DEMOLITION DETAIL @ MEMORIAL WALL  
SCALE: 3/8"=1'-0"



4 DETAIL @ MODIFICATION TO EXISTING WALL  
SCALE: 3/8"=1'-0"



5 DETAIL AT NEW WALL EXTENSION  
SCALE: 3/8"=1'-0"



6 CONCEPTUAL RENDERING

ARCHITECTS ENGINEERS & FACILITIES SOLUTIONS  
1000 N. WASHINGTON BLVD., SUITE 100  
FARGO, ND 58103  
P: 701.785.1111  
WWW.STUDIOJAED.COM

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EXTENSION TO  
**DELAWARE COUNTY LAW  
ENFORCEMENT MEMORIAL**  
1874 N. PROSPERITY ROAD  
MEDINA, OH 44130

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REVISIONS

NO.	DATE	DESCRIPTION

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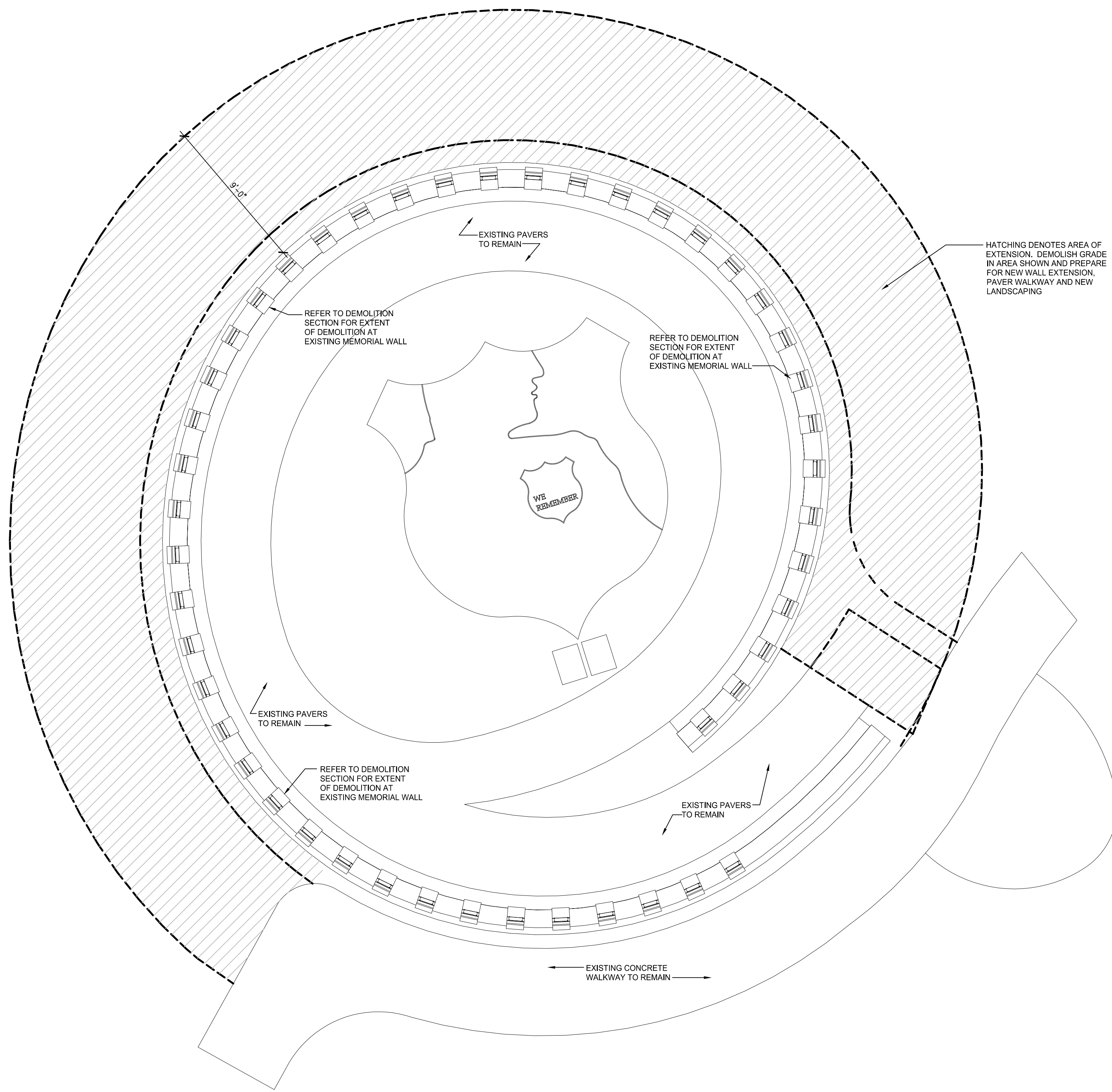
SHEET TITLE  
**DEMOLITION & NEW  
PLANS & DETAILS**

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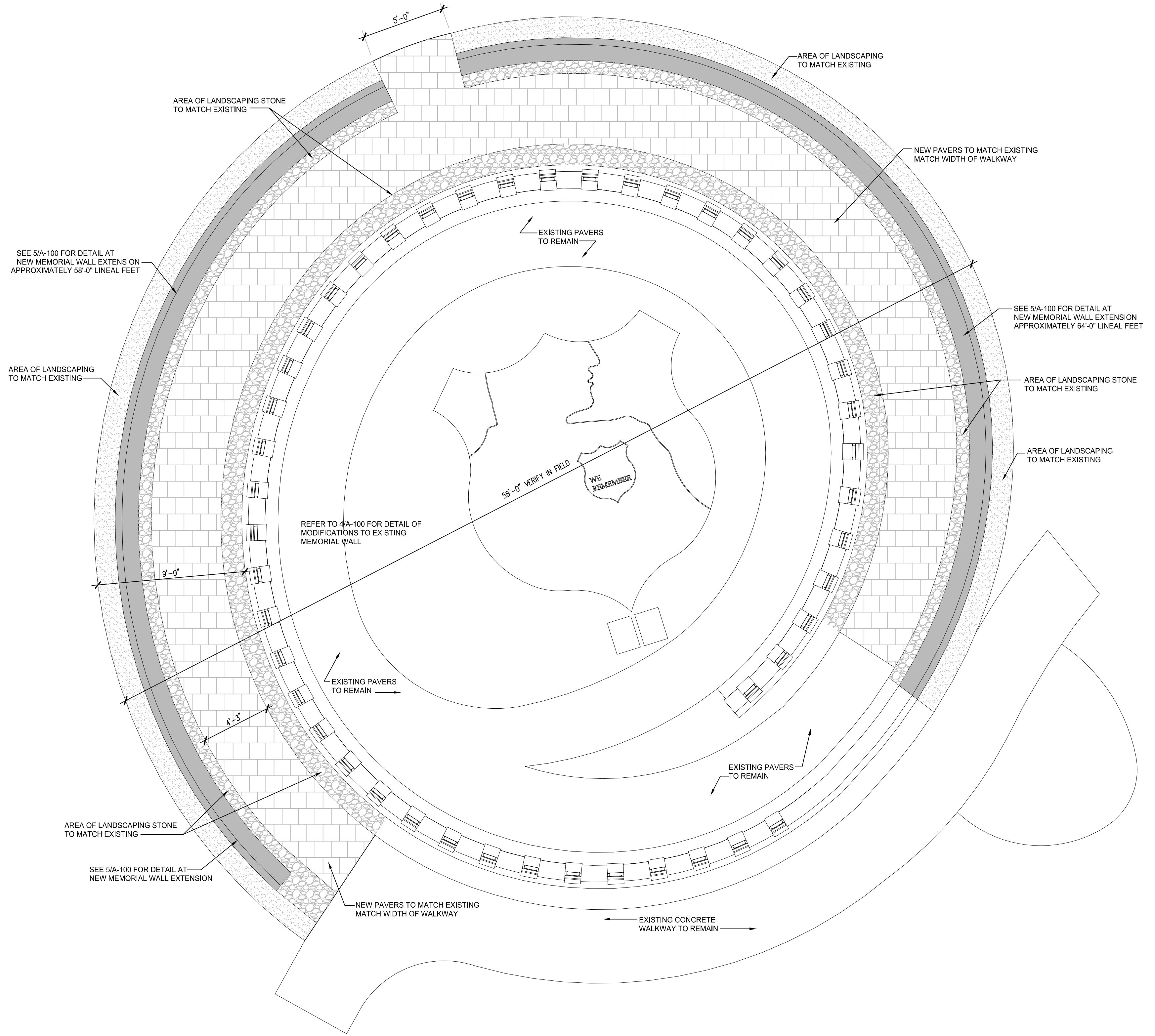
REVIEW  
SUBMISSION  
FEBRUARY 23, 2024

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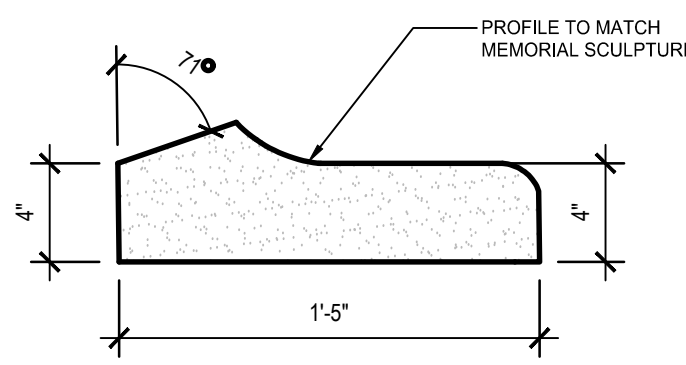
DATE: 1/23/24  
PROJECT NO.:  
NP-PRC  
SHEET NO.:  
**A-100**



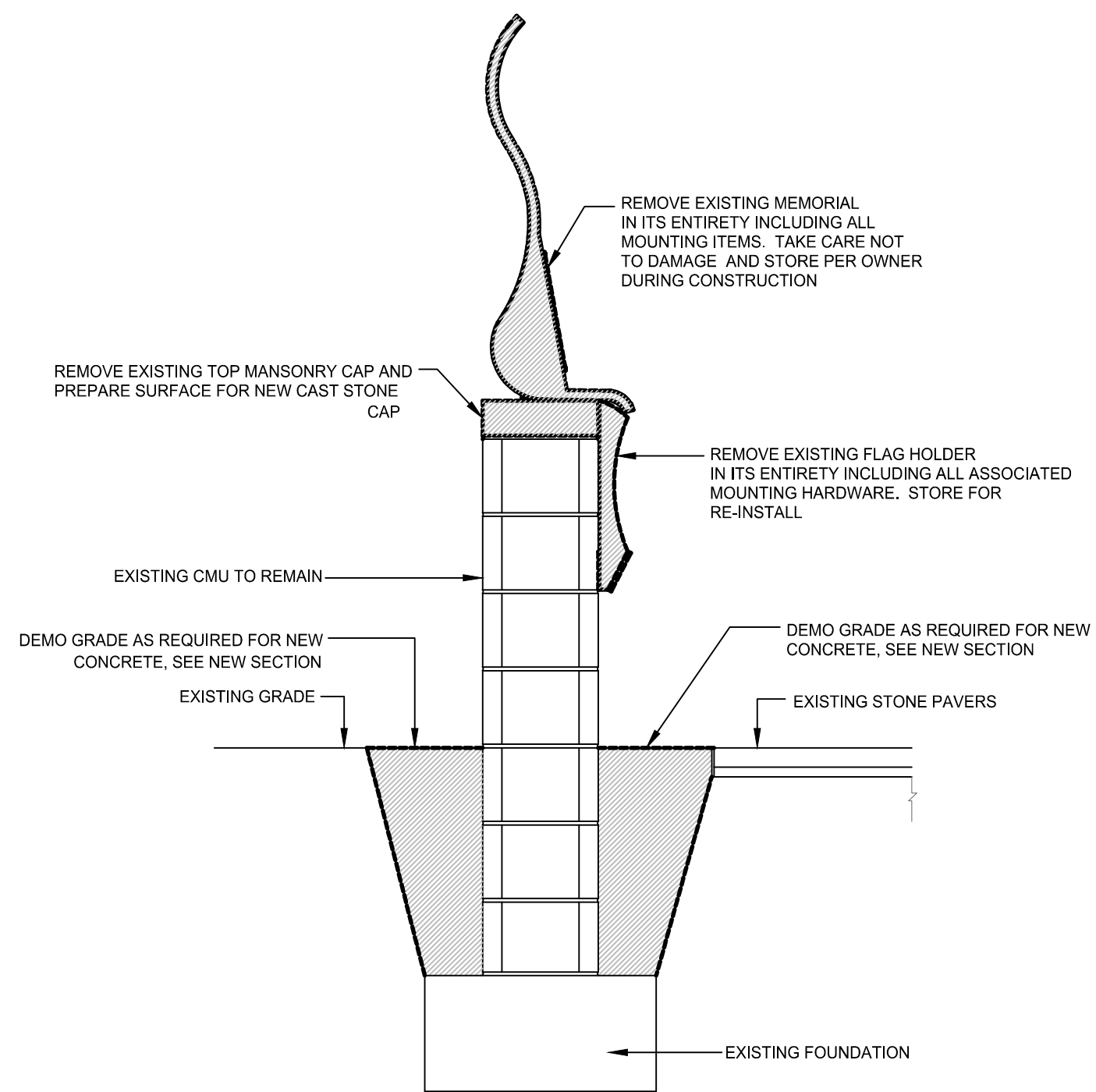
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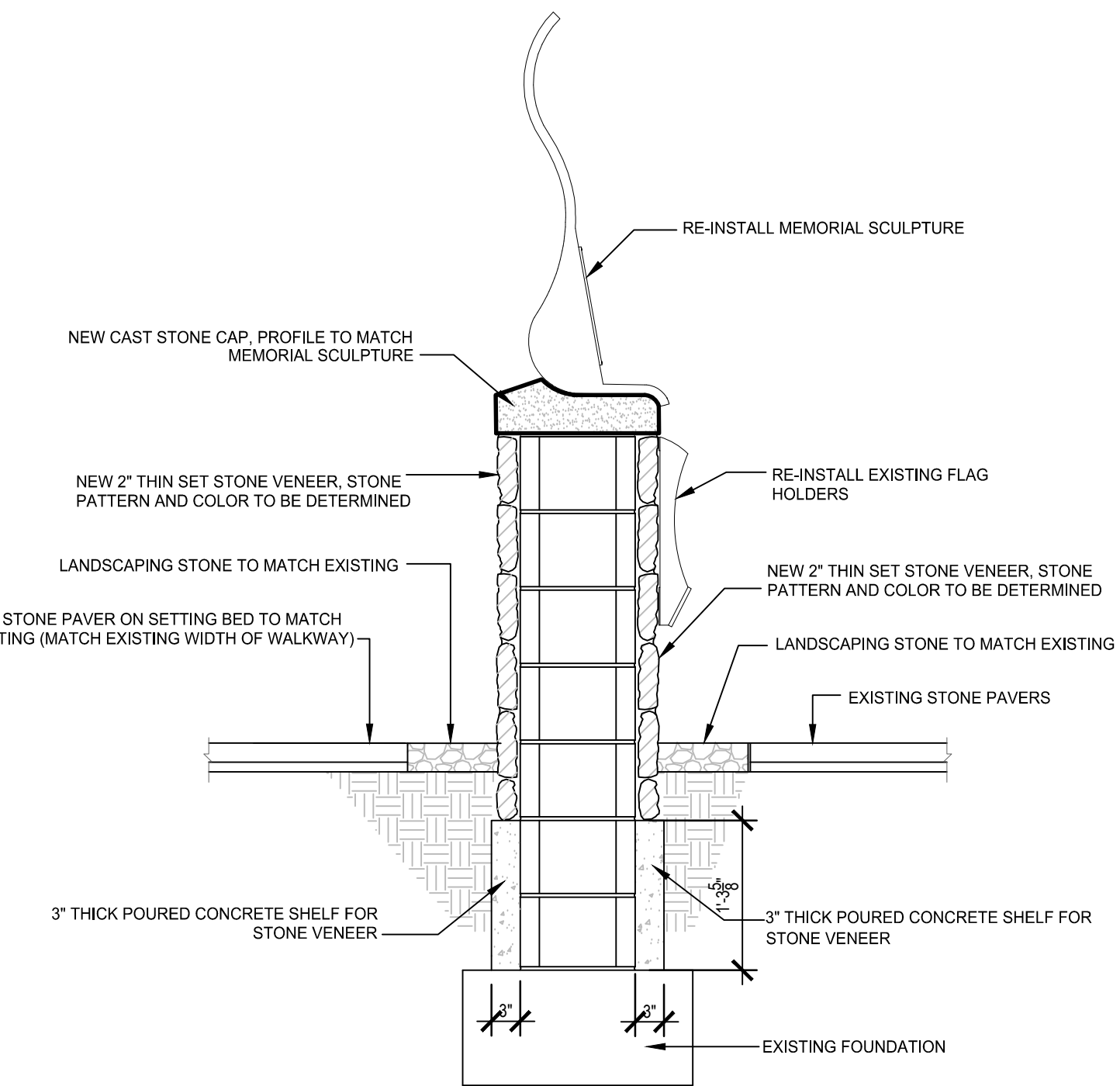
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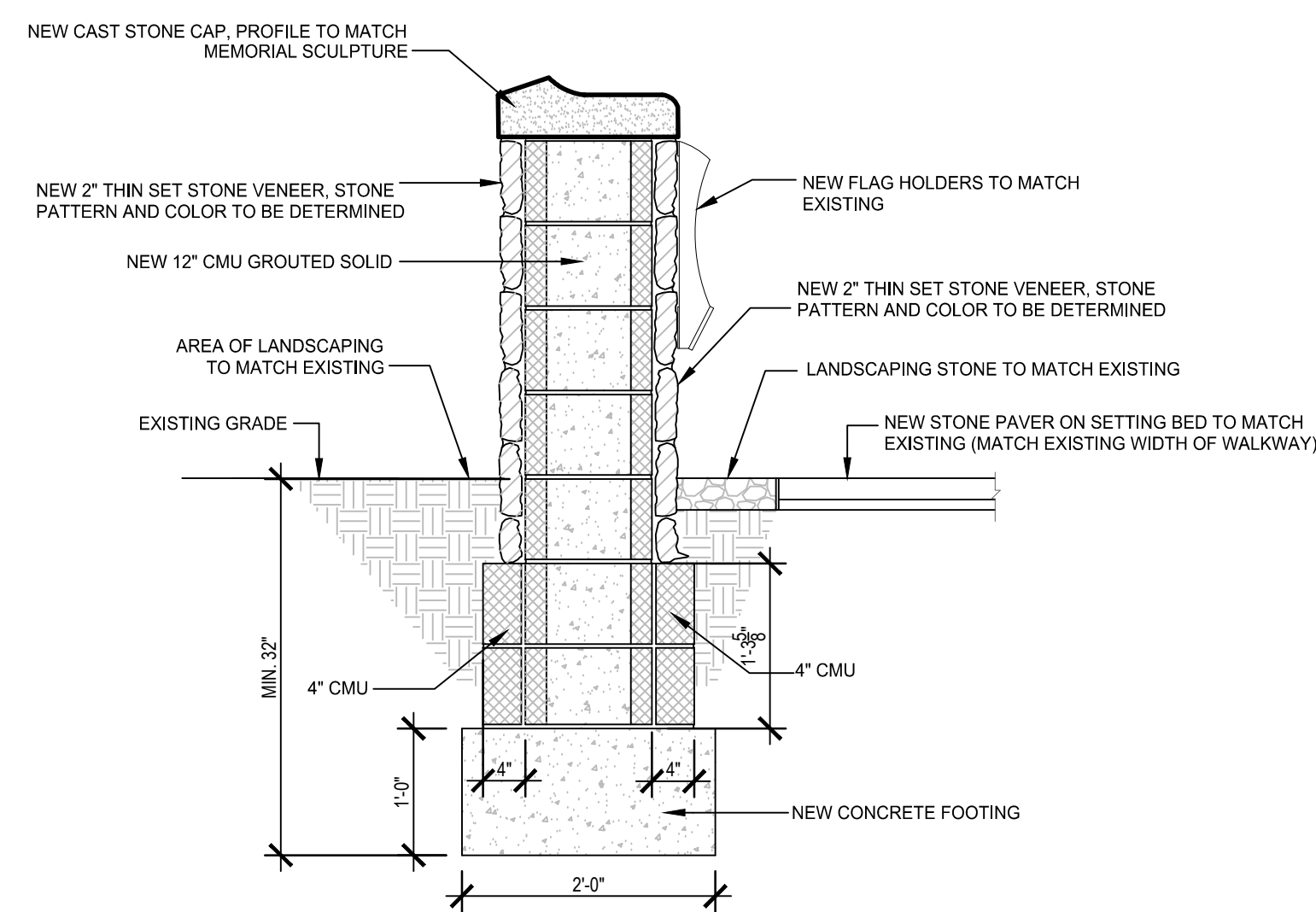
**6 DETAIL AT NEW CAST STONE CAP**  
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**3 DEMOLITION DETAIL @ MEMORIAL WALL**  
SCALE: 3/4"=1'-0"



**4 DETAIL @ MODIFICATION TO EXISTING WALL**  
SCALE: 3/4"=1'-0"



**5 DETAIL AT NEW WALL EXTENSION**  
SCALE: 3/4"=1'-0"



**6 CONCEPTUAL RENDERING**

CONSULTANT

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SIGNATURE:  
DATE OF SIGNATURE:  
DATE OF REGISTRATION EXPIRATION:

ARCHITECT / ENGINEER SEAL



EXTENSION TO  
**DELAWARE COUNTY LAW  
ENFORCEMENT MEMORIAL**  
1671 N PROVIDENCE ROAD  
MEDIA, PA 19063

PROJECT

REVISIONS

MARK	DESCRIPTION	DATE

SHEET TITLE

DEMOLITION & NEW PLANS & DETAILS

REVIEW SUBMISSION  
FEBRUARY 23, 2024

DRAWN: NP | CHK'D: PRC | PROJECT NO:  
SHEET NO.

**A-100**

2/23/2024 12:27 PM



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Rebecca Yurkovich, Sustainability

**ITEM TYPE:** Grant

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to apply for Energy Efficiency and Conservation Block Grant (EECBG) funding with the U.S. Department of Energy in the amount of \$406,930 for LED Replacement in the Government Center Complex. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** TBD

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** TBD

**REQUEST:**

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:** Approval to Submit Grant

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Gina Burritt, Planning

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to award a contract to J&M Preservation for Professional Design Services for the Rehabilitation of the 1724 Chester Courthouse in the amount not to exceed \$67,315. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM** TBD

**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** \$67,315

**REQUEST:**

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** This contract will cover the design services and mortar analysis for the rehabilitation of the 1724 Chester Courthouse.

**ATTACHMENTS:**

[JM PRESERVATION STUDIO LLC.pdf](#)





J&M PRESERVATION STUDIO, LLC  
 ARCHITECTURE & ENGINEERING  
 105 RUTGERS AVENUE, #244  
 SWARTHMORE, PA 19081  
 P: 215 769 1133 F: 215 769 1173  
 WWW.JMPRESERVATION.COM  
 JESSICA H. SENKER, AIA  
 MELANIE K. RODBART, PE

3 January 2024

Ms. Lisa L. Jackson, QPA  
 Director of Central Purchasing  
 County of Delaware  
 201 West Front Street  
 Media, PA 19063

**Re: Tab 1 - Transmittal Letter**

Dear Ms. Jackson:

It is with great pleasure that we submit this proposal for the **Professional Design Services for the Rehabilitation of the 1724 Chester Courthouse**. We are prepared to offer our professional architectural and engineering services so that the County of Delaware can retain qualified contractors to implement the building envelope repairs, interior renovations, and system upgrades to this historically significant building.

J&M Preservation Studio is an award-winning certified **Women's Business Enterprise (WBE)** and **Small Business** that offers professional architectural and engineering services for historic and existing buildings to a diverse array of clients. J&M was founded in 2013 by Jessica Senker, AIA, and Melanie K. Rodbart, PE, as a successor firm to S. Harris Ltd. The founding of such a women-owned firm that provides both architectural and structural engineering services within the historic preservation field is extraordinarily unique to the Philadelphia region. The staff of J&M exceeds the Federal Consultant Qualifications set forth by the Secretary of the Interior Standards, 36 CFR Part 61.

The J&M team, along with our mechanical, electrical, plumbing, and fire protection subconsultants of Bruce Brooks & Associate/IMEG, as well our materials conservation consultants from Heritage Conservation Collective have all completed very similar scopes of design and testing work on 18<sup>th</sup> Century properties.

J&M is based in Swarthmore, and as a resident of the Delaware County for over ten years, I have come to know and love the variety of historic buildings within our county. Our proximity to the Courthouse as well as our current work with local entrepreneurs on properties along the Avenue of the States in Chester, allows for efficient site visits and meetings. We are excited by the opportunity to lend our expertise at this historically significant building that is so close to home.

Sincerely,

Melanie K. Rodbart, PE  
 Principal

## TAB 2 - FIRM BACKGROUND & EXPERIENCE

J&M Preservation Studio is an award-winning Women's Business Enterprise (WBE) and Small Business that offers professional architectural and engineering services for historic and existing buildings. Founded by Jessica H. Senker, AIA and Melanie K. Rodbart, PE, J&M is also registered with the State Pennsylvania through the Commonwealth's Small Business Contracting Program as a Small Diverse Business Enterprise (SDBE) and a Women Owned Small Business (WOSB). Please see the attached certificates in Appendix Q.

We have dedicated over **thirty-six years** to design and historic preservation and were trained by the late, Samuel Y. Harris, who was a leader in the field. Our goal is to continue to provide a level of expertise unequalled in the field of preservation architecture and engineering. Our projects have won multiple awards from the Preservation Alliance of Greater Philadelphia (PAGP), the Delaware Valley Association of Structural Engineering (DVASE) and from Preservation Pennsylvania.

Our Principals have provided technical and advisory services for Eastern State Penitentiary Historic Site Inc., Pennsylvania Hospital, Asbury Park Convention Hall, the US Army Reserve, the City of Philadelphia, various State of Pennsylvania and New Jersey agencies, and multiple private institutions. We have been honored to work on **10 National Historic Landmark** sites and more than 60 historically significant and/or registered properties. Both principals are Architectural Assessors for the Conservation Assessment Program (CAP) and have most recently prepared CAP reports for the Betsy Ross House in Philadelphia and the Battleship TEXAS in La Porte. Both principals are members of The Carpenters' Company of the City and County of Philadelphia and are members and/or on the boards of directors of local preservation and technical organizations. Both principals are guest lecturers at the Stuart Weitzman Graduate Program in Historic Preservation at the University of Pennsylvania and are Safety Assessment Program (SAP) Evaluators in the California Governor's Office of Emergency Services.

On a professional development level, Ms. Rodbart is the founder and Chair of Women in Structural Engineering (WiSE) Philadelphia. WiSE provides a community for female structural engineers to unite and be supported. Currently, only 15% of structural engineers are female and disproportionately absent in leadership positions. WiSE Philadelphia intends to foster greater success and further the interest of women structural engineers by promoting events, endorsing outreach, and building relationships, an undertaking which is critical in this post pandemic environment. Under Ms. Rodbart's leadership, WiSE has collaborated with the local chapter of Women in Architecture (WIA), the National Association of Women in Construction (NAWIC), and the Structural Engineers Association of Illinois (SEAOI) on networking and mentoring events.

For more than twenty years, we have been working closely with the city-owned property **Eastern State Penitentiary (ESP)** on all of their roofing, structural, and masonry stabilization projects. This 11-acre National Historic Landmark site has a large array of construction types, all of which have very complex deterioration mechanisms and considerations that come into play when designing rehabilitation work. We have worked on numerous structural stabilizations, interior renovations, roofing and masonry restoration projects. Every single building within the site has issues due to poorly maintained roofs, open masonry joints, broken windows and skylights, and a lack of environmental controls, and J&M Preservation has worked to design solutions to each preservation challenge.

Interior renovations completed in 2009 include the rehabilitation of spaces to create climate controlled offices, restrooms, and a kitchenette for the staff. This project finally allowed ESP staff to work inside the building, as opposed to a rented space across the street. Another climate controlled space was added in 2016 when the award winning Prisons Today exhibit spaces were installed. Working with Bruce E. Brooks & Associates (BBA), J&M designed the building envelope and circulation improvements, while coordinating the complex HVAC design with BBA.

From 2020-21, J&M was the Owner's Representative for the new Visitor's Center Phase I project that incorporated large scale underground utility infrastructure located at the front entrance of a heavily visited museum. This is the first phase of a multi-year project to create a formal visitors center within the walls of the existing site. In addition to the array of structural stabilization and roof replacement projects that we are involved with at the site, we conduct an **annual** inspection of all the spaces that are open to the public for their safety, including a hands-on survey of the thirty-foot high perimeter wall.

Since fundraising is required for all projects at the site, J&M continues to provide creative solutions for short, mid and long-term stabilization efforts to match the available resources.

On the following pages, there are a few photos and noted highlights of our many projects at ESP.

#### Eastern State Penitentiary Historic Site, Philadelphia, PA

- Professional Services: 2003-present
- Construction: 2003-present
- Design Professionals for an 11-acre National Historic Landmark for various masonry, roofing, and structural stabilization projects. Opened in 1829 as part of a controversial movement to change the behavior of inmates through "confinement in solitude with labor," the massive stone structure became one of the most expensive and most copied buildings in America. The site was abandoned in 1971 and opened for tours in 1991, with the architectural mission to preserve the site as a "stabilized ruin." The building envelope is a major source of overall failures throughout the site. Selecting appropriate mortars and materials for historical accuracy is critical, along with documenting existing conditions of the varied structures.

J&M designed custom sheet metal (galvanized, lead coated copper, and copper) fabrications to match original construction, specified composite slate roofing to mimic historic materials, with lower costs and environmentally friendly product. We designed new structural members to stabilize and complement the historic ruin in order to maintain and preserve as much historic fabric as possible.



J&M conducts periodic inspections of the perimeter walls by implementing hands-on surveys from a high reach. We recently worked with a team of experts on researching, surveying and testing to develop the stabilization and conservation plan for the stone masonry and concrete capstones of the perimeter wall as part of a State of Pennsylvania's Keystone Grant program with PHMC. J&M is responsible for annotating high-resolution orthorectified images to illustrate previous mortar campaigns and stone typologies in addition to existing conditions such as exfoliating or discolored stone, open mortar joints, displacement, and cracks.

- All members of the proposed design team have collaborated with J&M on various projects throughout the site.
- In 2015, the Preservation Alliance for Greater Philadelphia awarded ESP a Grand Jury Award for the Catholic Chaplain's Office.
- In 2023, the Preservation Alliance for Greater Philadelphia awarded ESP and J&M Preservation Studio a Grand Jury Award for the Perimeter Wall Study, which included an in-depth analysis of the 30+foot high stone wall that surrounds the site.
- **Cost of Construction:** \$12.6 million and counting.



From 2006-2016 J&M's founding principals had the privilege to work on multiple projects on America's First Hospital. The Pine Building, part of the Pennsylvania Hospital Health System, is a late 18<sup>th</sup>, early 19<sup>th</sup> century building that is recognized as a National Historic Landmark. The following is a brief summary of the building, its challenges, and our team's solutions for this multi-year design and construction project.

### Pennsylvania Hospital, Philadelphia PA

- America's first hospital.
- Designed by Samuel Rhodes, construction began in 1755. Opened in 1802.
- Masonry structure with slate roof.
- Retains its historic library, central court, surgical amphitheater, and grand façade.
- National Historic Landmark.



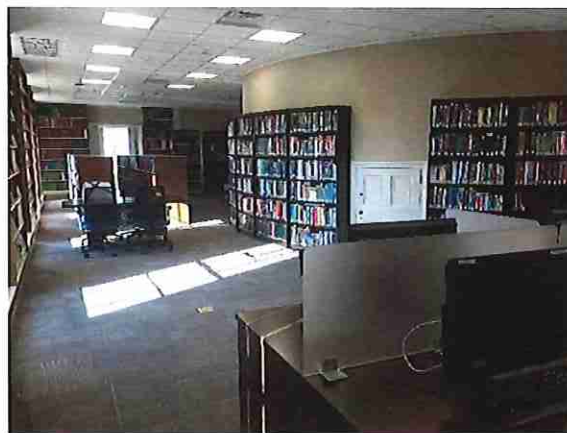
### CHALLENGES

- Insurance required fire protection installation.
- Termite damage.
- Exterior wood ornamentation rot and deterioration.
- Moisture infiltration, roof leaks, shingle deterioration and material loss.
- Cracked mortar, discolored bricks, and water staining.
- Dated Physicians Library required a fresh look.
- Garden wall required repairs and stabilization (2014)
- Perimeter wall evidenced leaning (2016)



### SOLUTIONS

- Interior coordination of fire protection system to minimize impact on the historic fabric of the building, including the Historic Reading Library, Surgical Amphitheater, and the Great Hall.
- Refresh of the Physician's Library to provide medical residents with an updated space to study and research.
- Multi-phased exterior project included masonry repointing, brick, and limestone repairs.
- Restoration of exterior wood ornamentation and windows.
- Slate and copper roof replacement.
- Coordination of exterior and interior work with Philadelphia Historical Commission and the Pennsylvania Historic and Museum Commission.
- Provided drawings for the stabilization and repair of Garden Wall and Perimeter Wall.



**COSTS:**

- Fire protection installation: \$ 120,000 (historic core only)
- Roof restoration (Phase 3): \$ 364,000
- Roof restoration (Phase 2): \$ 335,000
- Roof, window and masonry restoration (Phase 1): \$ 1,300,000



*Great Hall with hidden sprinkler heads*



*Surgical Amphitheater ceiling during fire protection installation.*



*East cupola copper cladding and window restoration in progress.*

In addition to J&M Preservation Studio projects, we have included two additional from Bruce Brooks & Associates/IMEG. The examples provided are both 18<sup>th</sup> century properties where they were responsible for system upgrades, similar to what is requested in this RFP.

### QUALITY MANAGEMENT SYSTEM (QMS)

J&M strives to deliver client satisfaction through our continual focus on Quality. To this end, leadership provides the direction and framework for the implementation of the Quality Management System (QMS), and its continual improvement, by: Communicating to the organization the importance of complying with the requirements of our clients and other interested parties; Establishing and communicating risks and opportunities that can affect conformity of services provided. The following is an outline of our QMS and our goals for effective project completion.

#### 1. Quality Policy

Our goal is to continue to provide a level of expertise unequaled in the field of preservation architecture and engineering. The operating philosophy at J&M Preservation Studio is simply that our clients are our most valued assets. We believe our role is that of a guide and advisor, hired to assist our clients through the complex process of problem solving and project execution for existing buildings. We have the low cost overhead and flexibility of a small company, coupled with the experience and staff necessary to quickly respond to the individual needs and projects of our clients.

#### 2. Planning

Risk and opportunity management is undertaken as part of day to day operations. The overall goal of risk and opportunity management at J&M is to determine the risks and opportunities that need to be addressed to confirm that the quality management system can achieve its intended results; prevent, or reduce, undesired effects; achieve continual improvement; and enhance desirable effects.

#### 3. Communication

J&M's internal communication is often done in-person through meetings or telephone calls. Important internal and external decisions will often be documented in emails, field reports, memorandums, or meeting minutes.

4. **Operation**

J&M engages in in-depth discussion with the client during the Proposal phase to learn the specifics of the project. After the project has been won, further discussion and project requirements are reviewed at kickoff meetings during which appropriate information is documented and retained for future reference. During the Project management process, the project manager remains in contact with the client on an as needed basis regarding project schedule, project status, and out of scope work as well as staff involvement to keep the client informed and to obtain feedback regarding the project.

5. **Improvement**

J&M continually identifies opportunities for improvement by examining the results of a project, feedback from clients, and reviewing lessons learned. The goal of these opportunities is to improve the effectiveness of J&M's services, as well as the QMS itself.

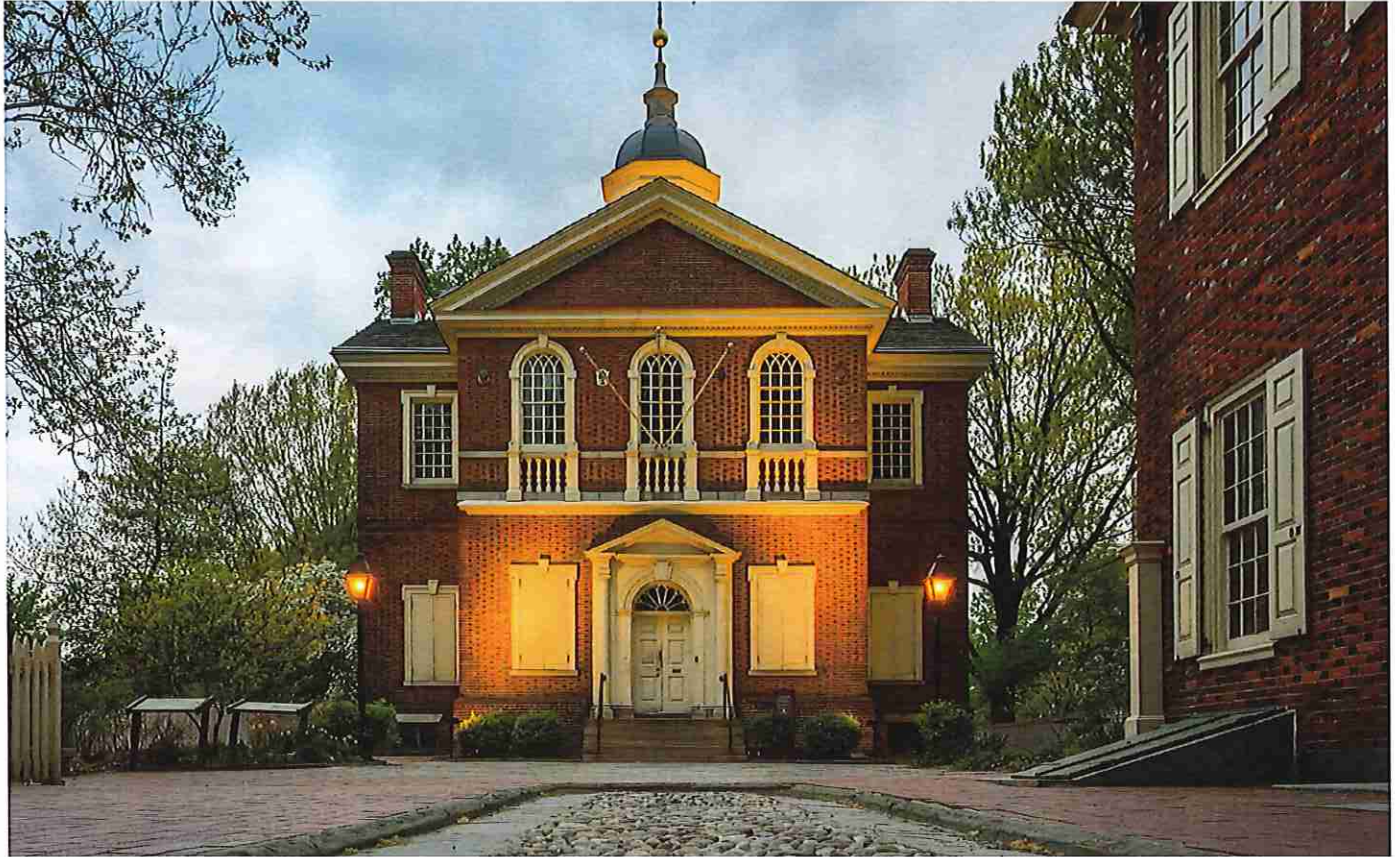




# THE CARPENTERS' COMPANY | CITY AND COUNTY OF PHILADELPHIA

## CARPENTERS' HALL

PHILADELPHIA, PA



### HISTORIC PRESERVATION OF NATIONAL TREASURE

Carpenters' Hall was the site of the First Continental Congress in 1774 and was home to Franklin's Library Company, The American Philosophical Society, and the First and Second Banks of the United States. The Hall has been continuously owned and operated since 1770 by The Carpenters' Company of the City and County of Philadelphia, the oldest craft guild in America.

The structure consists of a basement, first floor assembly space, second floor with library, archives and offices and an unoccupied attic. The three occupied floors total approximately 5,500 square feet. This project involves design and implementation of Phase I of a preservation plan prepared by Preservation Design Partnership in 2019 to which BBA was a contributor.

Phase 1 of the improvements included new heating, ventilating and air conditioning systems throughout the building, updated electrical power distribution and toilet room upgrades. These improvements will expand the ability of the Carpenters Company to generate rental income and will serve as an enabling phase to allow phased implementation of the preservation plan in future years.

<b>SIZE</b>	5,500 sf historic/preservation
<b>COST</b>	\$1.9 million
<b>COMPLETION</b>	2020
<b>SERVICES</b>	Mechanical, Electrical, Plumbing, Fire Protection





# NATIONAL PARK SERVICE FIRST BANK OF THE UNITED STATES

PHILADELPHIA, PA



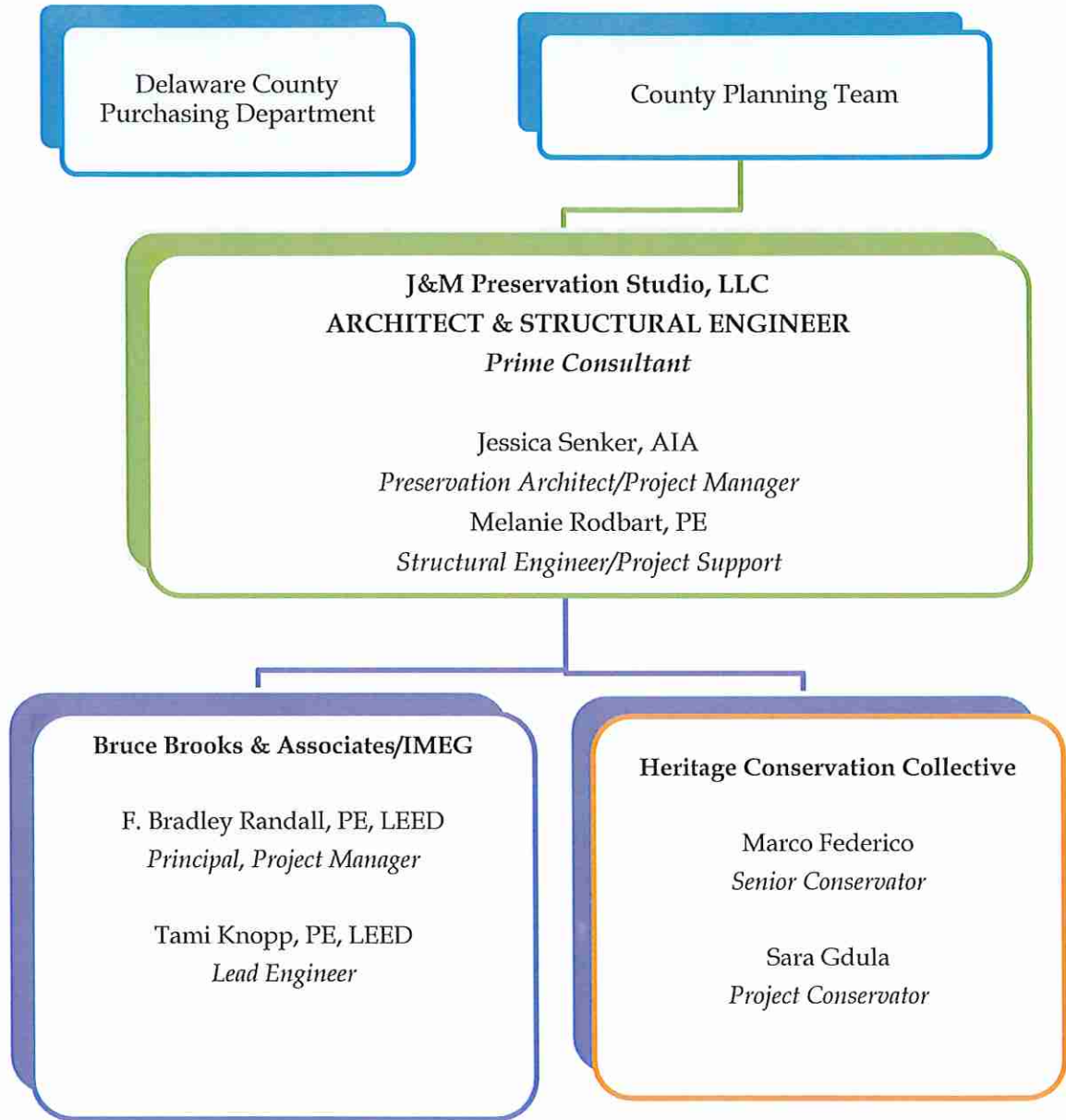
## HISTORICAL BUILDING RE-PURPOSE

The First Bank of the United States is a National Historic Landmark, owned and maintained by the National Park Service. Constructed in 1795 to house the first federal bank chartered by Congress in 1791, the building fronts South Third Street and borders Carpenters' Hall, within the eastern edge of Independence National Historical Park.

IMEG was engaged as part of a multi-disciplinary team to re-purpose the First Bank as a museum to interpret the history and evolution of the United States financial system. The 24,000-sf building houses reception area, orientation, exhibit functions, conference rooms, expanded restrooms, offices, an employee lounge, catering support, and storage. The design features a three story "core" addition on the west side of the building to provide vertical circulation and utility pathways, while preserving the historic building interior. IMEG provided mechanical, electrical, fire protection, and security systems engineering design services for the project.

<b>SIZE</b>	24,000-sf historic renovation
<b>COST</b>	\$21.7 million
<b>COMPLETION</b>	2023 (est)
<b>SERVICES</b>	Mechanical, Electrical, Fire Protection, Security

TAB 3 - ORGANIZATION CHART



## RESUMES & PROJECT TEAM

From J&M Preservation Studio, **Jessica H. Senker, AIA**, will be the Project Manager for this contract. Ms. Senker will be responsible for the architectural elements of the project as well as coordinating the team during design and construction administration. Ms. Rodbart will assist Ms. Senker on this project in the field and with project deliverables. Both Principals are available and committed to work on this project for the duration. Resumes of both Ms. Rodbart and Ms. Senker are attached to this proposal.

Ms. Senker exceeds the Consultant Qualifications set forth by the Secretary of the Interior Standards, 36 CFR Part 61 for Historic Architecture, which requires a professional license to practice architecture and either one-year of graduate study in preservation or one year of full-time professional experience in historic preservation projects. Ms. Senker holds the following:

- Architecture License in the State of Pennsylvania
- 20-years of experience with historic preservation projects
- Masters Degree in Historic Preservation from the University of Pennsylvania

**Jessica H. Senker** is a registered architect, focusing on historic preservation work, and has worked on historical sites for the past twenty years. Ms. Senker has managed several multi-million-dollar roofing and masonry stabilization projects at Eastern State Penitentiary Historic Site, Inc., a National Historic Landmark property. Ms. Senker is a member and serves on the Board of Directors for The Carpenters Company of the City and County of Philadelphia; and has served on the Board of Association for Preservation Technology for the Delaware Valley Chapter (APT-DVC). She has also served on the board of two National Historic Landmarks: as Board President of The Woodlands and on the Advisory Board of Wyck Historical House & Garden.

**Melanie K. Rodbart** is licensed as a civil engineer, specializing in structural engineering, and has worked on dozens of structural stabilization projects throughout the Pennsylvania and New Jersey region. Ms. Rodbart's credentials far exceed the standards set forth by the National Park Service requirements with eighteen years of experience in preserving historic structures. Ms. Rodbart has lent her expertise to the Board of Directors for the PAGP and currently serves on the Easement Committee, volunteering her time to review applications and inspect properties. She has served on the Board of DVASE, a member organization of the National Council of Structural Engineers (NCSEA), and is their Past-President. Ms. Rodbart founded and is the Chair of Women in Structural Engineering (WiSE) Philadelphia.

Both principals of J&M have worked extensively on historically designated properties including National Historic Landmarks and are well versed with specifying and detailing projects to meet the Secretary of Interior Standards for the Treatment of Historic Properties.

J&M has expertise in the preparation and presentation of technical materials to the public, government officials, and other interested parties. Not only do we have extensive experience in presenting our findings and recommendations on J&M contracted projects, but both principals have years of involvement serving on Boards of professional associations and local non-profit historical sites. We are committed to serving our communities and to establishing a local presence in all our undertakings.

Our principals are also very well versed with grant funded projects, including Federal and State grant funds. Providing needed information and communication with Pennsylvania Historical and Museum Commission (PHMC) is something our firm engages in on a regular basis.

**Heritage Conservation Collective (HCC)** is a Philadelphia based conservator with over 50 years of combined experience in historic materials analysis, restoration, and preservation projects listed on a City, State, or National Register of Historic Places. Specifically, **Marco Federico**, Senior Conservator, provides hands-on experience applying conservation treatments, carving limestone, laying brick, and has a rich knowledge of masonry. Mr. Federico's training in conservation was conducted in Philadelphia and in Rome. With many years as Senior Conservator for Materials Conservation Co., LLC, Mr. Federico is now a co-founding principal of HCC. Their work has included other historically significant 18<sup>th</sup> Century properties, such as Old Pine Street Church and Christ Church in Philadelphia.

**Sara Gdula**, Architectural Conservator for HCC, has been working with J&M at Eastern State Penitentiary Historic Site for the past five years. Her materials testing skills are complemented by her thorough but concise reports that assist the design team and the owner with decision making aimed at preservation best-practices. Ms. Gdula will be responsible for providing the mortar analysis for the project.

Both Mr. Federico and Ms. Gdula follow the standards as set forth by the American Society for Testing Materials (ASTM) for all of their materials testing services.

**Bruce E. Brooks & Associates/IMEG**, (IMEG) will provide several electrical engineers and a principal toward this effort. Historic Preservation and restoration has been a core element to the firm's work. **F. Bradley Randall, PE**, Principal, has over 35-years of experience providing MEP engineering services and co-leading the firm with founding principal Bruce E. Brooks. Mr. Randall will be consulted as the project manager of the mechanical, electrical, plumbing and fire protection departments. His staff is well versed in historic buildings and has partnered with J&M Preservation Studio in the past.

**Tami A. Knopp, PE**, with IMEG is the Lead Electrical Engineer and has practiced for over 25-years. She will be coordinating the electrical needs of the building for the alarm system, electrical panel updates and all lighting upgrades and repairs per the RFP.

J&M has worked with IMEG at Eastern State Penitentiary and the JC Penney Building rehabilitation project in Salem NJ. Mr. Randall is also a fellow member of the prestigious The Carpenters' Company of the City and County of Philadelphia with J&M's principals.

For professional cost estimating, J&M's principals have counted on **Michael Funk of International Consultants Inc (ICI)** for over twenty years for all of our preservation projects. Mr. Funk's vast knowledge of the construction industry and his constant finger on the pulse of current building costs are a great asset to our team when evaluating the recommended preservation treatments and their expected cost. While a full cost estimate is not requested at this time, a review of the previous estimate from the County in conjunction with the design team's schematic documents is included in our basic services for the project.

The key personnel listed in this proposal have been assigned to the project and will not be replaced by other personnel unless they leave the company. In the event that any person originally assigned to the project is replaced, the new person, to be equally qualified, will be subject to the approval of the county Project Manager.

## REFERENCES

1. Ross Mitchell  
*Executive Director*  
**Glen Foerd**  
Office: 215-632-5330  
Email: [Rossmitchell@glenfoerd.org](mailto:Rossmitchell@glenfoerd.org)

We have worked with Ross Mitchell for over four years to plan and manage the restoration/stabilization of many historic structures on the grounds of Glen Foerd, along the Delaware River. The site is owned by the City of Philadelphia and the non-profit conservancy is tasked with implementing capital improvement projects for the site, as well as programming for its large beaux arts mansion. Funding for the improvements comes from a combination of City funds, private donors, and both state and federal grant funds. The site is listed on the **National Register of Historic Places**.

2. Elizabeth Trumbull  
*Director of Preservation, Facilities, and Trad Programs*  
**Eastern State Penitentiary Historic Site, Inc.**  
Office: 215-236-5111  
Email: [et@easternstate.org](mailto:et@easternstate.org)

We have been involved on all of the roofing, structural, and masonry stabilization projects at the City of Philadelphia owned **Eastern State Penitentiary** since 2003. This **National Historic Landmark** property, ca. 1829, is an 11-acre complex with many construction types and very complicated and occasionally, unusual, conditions. There has not been a single preservation project within the last 20-years where the principals of J&M were not involved. Liz Trumbull can attest to our ability to consistently provide creative, cost-effective solutions for stabilizing many of the site's challenging structures, while consistently considering the schedule and safety of the public that regularly visits the site for tours.

## PROFESSIONAL LICENSES

Licenses are attached to this document for the following professionals licensed in the State of Pennsylvania who will be signing and sealing construction documents for this project.

PA Registered Architect:	Jessica H. Senker, AIA
PA Registered Structural Engineer:	Melanie K. Rodbart, PE
PA Registered Engineer:	F. Bradley Randall, PE
PA Registered Engineer:	Tami A. Knopp, PE



## JESSICA SENKER, AIA PRESERVATION ARCHITECT

### PROFESSIONAL EXPERIENCE

J&M Preservation Studio, *Principal*, 2013 to present  
S. Harris Ltd, *Vice President* 2003-2013  
Fairmount Park Historic Preservation Trust, Inc. *Conservation Technician*, 2002-2003  
Orto Botanico, *European Conservation Summer Intern*, Rome, 2002  
City Representative's Office of Arts and Culture, Public Art Program, *Conservation and Collections Management Program Assistant*, 1999 to 2003  
Art in City Hall, *Art Coordinator*, 1999 to 2000; *Curatorial Assistant*, 1998 to 1999

### PROFESSIONAL REGISTRATIONS & CERTIFICATIONS

*Registered Architect*: Maryland and Pennsylvania  
Notary Public, Commonwealth of Pennsylvania  
Conservation Assessment Program (CAP), *Architectural Assessor*  
LEED GA: USGBC Leadership in Energy and Environmental Design Green Associate, 2009  
OSHA 10-hour Construction Industry Training, 2010  
Confined Space Entry, 29 CFR 1910.146, *Certificate*, 2008  
Interior Design, Temple University, *Certificate*, 2007  
El Patrimonio Cultural Cubano en el siglo XXI, Centro Nacional De Conservación Restauración Y Museología, Havana, Cuba, *Certificate*. 2006

### PROFESSIONAL ASSOCIATIONS

AIA Historic Preservation Committee, *Member*  
Board of Directors, *President*, The Woodlands, A National Historic Landmark (2018-2021)  
Board of Directors, Association for Preservation Technology, Delaware Valley Chapter (APT -DVC) (2015-2021)  
Building Committee, Wyck Historic House & Garden, A National Historic Landmark  
Grant Panel Reviewer, *Keystone Grants*, PHMC Bureau of Historic Preservation, Commonwealth of Pennsylvania  
Board of Directors, The Carpenters Company of the City and County of Philadelphia.

### EDUCATION

M.S. Historic Preservation, University of Pennsylvania, 2003  
B.F.A. University of the Arts, Philadelphia, 1999

### PRESENTATIONS AND PUBLICATIONS

Guest Lecturer Fall Semester; University of Pennsylvania's graduate program in Historic Preservation, 2020 to present.  
Guest Architectural Critic: Drexel University's Architectural Program, 2018-2019.  
Preservation Pennsylvania Conference, guest lecturer, 2014.  
"Saving the Roof," The View: The Newsletter of Historic St. Peter's Church Preservation Corporation; August 2013  
"Pennsylvania Stone Arch Bridges: Evaluation and Assessment", Proceedings of the 5th International Conference on Arch Bridges, Madeira, Portugal, September 2007



### PROFESSIONAL HONORS AND AWARDS

Preservation Alliance for Greater Philadelphia Grand Jury Award

2023 Perimeter Wall Study for Eastern State Penitentiary  
2018 Pegasus Sculpture Restoration  
2015 Eastern State Penitentiary's Catholic Chaplain's Office  
2014 St. Peter's Church

### SELECTED WORK EXPERIENCE

**Eastern State Penitentiary, Philadelphia, PA**  
Project Manager, on-call Preservation Architect, and Owner's Representative for this eleven-acre National Historic Landmark. Recent design for a large-scale roofing campaign to include Cell Blocks 4, 5, 6, and 14. Provided construction documents and grants compliance coordination. (*Completed with S. Harris Ltd.*) Preparation of skylight and roof renovation design documents for the Industrial Building, Kitchen, South Corridor and Cell Blocks 1, 3, 4, 7, 8, 9 & 12; historic paint analysis of central tower and perimeter benches; Halloween tours permit drawings; master space plan utilization and reuse study for entire site; project planning for the Catholic Chaplain's Office, City's façade ordinance inspections, City permitting, and on-call inspections and analysis at the owner's request. Coordinate all City (PHC) and State (PHMC - SHPO) historical requirements reviews and approvals.

### Stand Up for Salem!, Salem, NJ.

Preservation consultant for a Rehabilitation of a former JC Penney building into a Building Restoration Arts Training Facility. Working with the Main Street Development Corp. (Stand Up for Salem) and the NJ Historic Preservation Trust for compliance and coordinated review of plans with the NJHPO.

### Pine Building at Pennsylvania Hospital, Philadelphia, PA

Preservation Architect to survey and review of perimeter walls for stability and future permitting requirements from the City, PHC, and PHMC. Preservation consultant for interior engineering projects. Project Manager (with S. Harris Ltd.) for this National Historic Landmark—the Nation's First Hospital. Responsibilities included a comprehensive preservation assessment of the building, recommendations for facade renovation, construction documents, and project management for roofing and façade restoration. Façade easement documents were prepared to satisfy funding requirements and a phased approach to the project was prepared to accommodate budget constraints, identifying the most severe conditions as highest priorities. Coordinated SHPO review of all projects.

### Elder Hall, Elizabethtown, PA

Project manager and lead designer for a 40,000sf terra cotta roof replacement and brick masonry restoration for a 1920's Department of Corrections Facility, coordinated with the Department of General Services. Work included the building envelope assessment, specification and construction document development of a similar terra cotta replacement tile roof, EPDM roofing, and masonry repairs. Facility is eligible for listing on the Pennsylvania's Register of Historic Places. Coordinated PHMC review.



**MELANIE KASPER RODBART**  
PROFESSIONAL ENGINEER



#### PROFESSIONAL EXPERIENCE

J&M Preservation Studio, *Principal*, 2013 to present  
Stuart Weitzman School of Design, University of Pennsylvania,  
*Guest Lecturer for Historic Preservation Studio*, 2020 to present  
S. Harris Ltd., *Project Manager*, 2005 to 2013  
Urban Engineers, Inc., *Engineer in Training*, 2001- 2005  
Bucknell University, *Research Assistant*, 2000  
PENNDOT, *Construction Inspector*, 1999

#### PROFESSIONAL REGISTRATIONS & CERTIFICATIONS

*Professional Engineer (Civil)*: PA, NJ, VA, DE, MD  
Cal OES Safety Assessment Program (SAP) Evaluator, 2020  
Confined Space Entry, 29 CFR 1910.146, *Certificate*, 2008  
OSHA 30-Hour Outreach Training Program, 2017  
Conservation Assessment Program (CAP), *Architectural Assessor*, 2009  
LEED GA: USGBC Leadership in Energy & Environmental Design Green Associate, 2009

#### PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers (ASCE), Member, 1998 to present  
Association for Preservation Technology International (APT), Member, 2007 to present  
Delaware Valley Association of Structural Engineers (DVASE), Board Member, 2013-present; Board Officer: President, 2017-2018; Founder & Past Chair of Women in Structural Engineering (WiSE), 2018-present.  
Preservation Alliance for Greater Philadelphia, Board of Directors, 2012-2015. Member of Easement Committee, 2013-present.  
The Carpenters' Company of the City and County of Philadelphia, Member, 2022 to present

#### PROFESSIONAL HONORS AND AWARDS

Delaware Valley Association of Structural Engineers  
Excellence in Structural Engineering Award  
2019 *Buildings under \$5M for 222 Rittenhouse*  
2014 *Buildings under \$2M for St. Peter's Church*  
Preservation Alliance for Greater Philadelphia Grand Jury Award  
2023 *Perimeter Wall Study for Eastern State Penitentiary*  
2018 *Pegasus Sculpture Restoration*  
2015 *Eastern State Penitentiary's Catholic Chaplain's Office*  
2014 *St. Peter's Church*

#### EDUCATION

MS in Civil Engineering, Drexel University, 2004  
BS in Civil Engineering, Bucknell University, 2001

#### SELECTED WORK EXPERIENCE

**The Pine Building at Pennsylvania Hospital, Philadelphia, PA, 2016**, Structural Engineer for the assessment of the historic perimeter garden walls at the nation's first hospital. Investigated and analyzed the brick masonry walls for their overall stability.

**Eastern State Penitentiary, Philadelphia, PA, 2005-present**, Structural Engineer for this eleven-acre National Historic Landmark. Conducts annual inspections, perimeter wall inspections, evaluates structural stability, and on-call emergency services at the Owner's request. Prepares repair details for roof replacement projects, stone masonry stabilization, and timber framing throughout the site. Assists with the preparation of the Halloween Event permit drawings and project planning.

**Historic St. Peter's Episcopal Church, Philadelphia, PA, 2013**, Structural Engineer for the structural stabilization of the 18<sup>th</sup> century church, also a National Historic Landmark. Responsibilities included conducting a structural assessment, load analysis, analysis of roof timber trusses, coordinating wood pathology consulting, design of repairs, and preparation of construction documents.

**222 West Rittenhouse Square, Philadelphia, PA, 2011-12, 2017-18**, Project Manager and Structural Engineer for 28-story residential building listed on National Register of Historic Places and local registry/district. Conducted façade inspection and prepared City of Philadelphia Summary Inspection Report. Designed repair details for brick façade stabilization, spandrel beam repairs, lintel replacement, steel framing reinforcement, fire protection, and steel armatures for decorative components. Prepared construction documents and specifications. Project coordinator during construction, shop drawing review, coordinated Historical Commission review.

**Lutheran Theological Seminary, Philadelphia, PA, 2013-15** Project Manager and Structural Engineer for the Bell Tower Stabilization Project of the Schaeffer Ashmead Chapel, constructed in 1902. Responsibilities included the assessment, analysis, design, preparation of construction documents, and construction contract administration services.

#### **Delaware Inn, Trenton, NJ, 2008-2018**

Project Manager and Engineer for the structural stabilization of the Historic Delaware Inn, listed on the City and State Register of Historic Places. Responsibilities included the structural assessment and analysis of the existing timber framing members, specified unique repair methods to minimize construction costs. Preparation of construction documents and construction contract administration services.

**Cumberland Nail & Iron Company Office Building, Bridgeton, NJ, 2016-2019**, Structural Engineer for the stabilization of the historic "Nail House" building. Responsibilities included conducting a structural assessment, load analysis, design of reinforcements and repairs, preparation of construction documents, construction contract administration services.





## F. Bradley Randall, PE, LEED AP

PRINCIPAL-IN-CHARGE

Brad has performed analysis, engineering and construction administration for 35 years. His project experience includes renovation and new construction of a wide variety of projects for educational, institutional, developer, corporate, commercial and government clients.

As principal in charge for the MEP portion of a project, Brad oversees the project team for compliance with the terms of the contract relative to services and deliverables, milestone dates and billing. He attends key project meetings and is a resource for pivotal project decisions.

### PROJECT HIGHLIGHTS

- National Liberty Museum, Philadelphia, PA, Multiple renovations focused on improving visitor experience, visual connection to nearby historic sites, and upgraded code compliance and life-safety systems.
- Bryn Mawr College - Wyndham Alumnae House, Bryn Mawr, PA, Complete replacement of the present heating cooling and ventilation system with a new system that includes zoned temperature control.
- Washington Crossing State Park, Washington Crossing, PA, Services ranging from complete HVAC system replacement and integration of solar panels to security lighting and data/telecom design for 11 structures and four exterior areas.
- DCNR New Resource Center at Buckstone Farm, Washington Crossing, PA, Study to assess the current buildings' mechanical and electrical systems and develop a mechanical and electrical scope of work that meets the needs of the Pennsylvania Department of Conservation and Natural Resources
- Merion Friends Meeting - Preservation Plan, Lower Merion, PA, Conditions assessment and feasibility study for the Activities Building (A/C, accessible restrooms) and the Caretaker's House (overall improvements).
- Eastern State Penitentiary, Philadelphia, PA, Renovation and additions to this 200+ year-old structure, repurposed from a state prison to a museum of the U.S. criminal justice system, based on our 2008 master plan.
- John James Audubon Center at Mill Grove Barn and Audubon Mansion, Audubon, PA, Review, analysis, and preservation design of two structures—the c. 1762 mansion and pre-1812 barn—at Mill Grove, designated as a National Historic Landmark.
- Fairmount Water Works Interpretive Center, Philadelphia, PA, Strategic planning study and schematic design with LEED goal for the phased renovation and 9,000 SF expansion of this National Historic Landmark.

### Experience

35 Total, 35 with IMEG

### Education

Cornell University, BS Engineering

### Registrations

Professional Engineer

CT, DE, DC, NJ, NY, PA, VA

### Certifications

LEED Accredited Professional

### Affiliations

ASHRAE

ASPE

Green Building United

NFPA

AIA Philadelphia

SCUP

USGBC



## Tami Knopp, PE, LEED AP, LC

LEAD ELECTRICAL ENGINEER

Tami has performed design, engineering and construction for 24 years. Her areas of expertise include power distribution, life-safety systems, power systems studies, lighting design and controls, and daylight modeling for use in lighting-quality studies and integrated-energy analysis.

As Lead Electrical Engineer, Tami oversees and directs the electrical team for design and construction administration of the power, emergency, lighting, fire alarm, and low voltage systems.

### PROJECT HIGHLIGHTS

- First Bank of the United States, Philadelphia, PA, New HVAC, plumbing, fire protection, electric, lighting, and fire alarm systems for the 24,000 SF First Bank in its repurposing as a museum of the US financial system.
- National Liberty Museum, Philadelphia, PA, Following a feasibility study, the museum is undergoing multiple renovations focused on improving visitor experience, visual connection to nearby historic sites, and upgraded code compliance and life-safety systems.
- Glencairn Museum Renovations, Bryn Athyn, PA, Design and construction administration services for the renovation of mechanical and electrical systems in a 65,000 SF historic structure based on our 2017 feasibility study/master plan.
- Emlen Physick House - Conditions Assessment and Preservation Plan, Cape May, NJ, Conditions assessment of the existing mechanical and electrical systems as well as development of a preservation plans to add new mechanical and electrical system to maintain the building and its collections.
- Merion Friends Meeting - Preservation Plan, Lower Merion, PA, Conditions assessment and feasibility study for the Activities Building (A/C, accessible restrooms) and the Caretaker's House (overall improvements).
- Longwood Gardens Orchid House, Kennett Square, PA, Restoration of this historic building including new lighting, new exposed internal rainwater conductors, replacement of irrigation system, and replacement of the floor deck including steam convectors below the floor.
- Willows Mansion Restoration, Villanova, PA, Mechanical and electrical systems were replaced and a fire suppression system added. Kitchen was expanded to a larger, commercial catering kitchen.
- Eastern State Penitentiary, Philadelphia, PA, Renovation and additions to this 200+ year-old structure, repurposed from a state prison to a museum of the U.S. criminal justice system, based on our 2008 master plan.

### Experience

24 Total, 22 with IMEG

### Education

Pennsylvania State University, Bachelor of Architectural Engineering, Lighting/Electrical Emphasis

### Registrations

Professional Engineer  
CT, DE, MD, NJ, PA

### Certifications

LEED Accredited Professional  
Lighting Certified  
National Council on Qualifications for the Lighting Professions (NCQLP)

### Affiliations

Illuminating Engineering Society of North America

# Heritage Conservation Collective

MARCO FEDERICO  
PRINCIPAL CONSERVATOR

MARCO FEDERICO founded Heritage Conservation Collective, LLC after spending fourteen years working with Materials Conservation Co., LLC. He specializes in stone, brick, terracotta, and concrete masonry, cladding, sculpture, and fountain conservation, as well as grave marker restoration. As a project leader and manager, Marco has worked with team members to research, document, and assess conditions of architectural materials, identify modes of deterioration and extent of damage, prepare plans for intervention, implement on-site conservation treatments, and document conditions and all aspects of treatment.

## EDUCATION

- **University of Pennsylvania**, *Master of Science Degree, 2008, Historic Preservation, concentration in architectural conservation*
- **The College of Wooster**, *Bachelor of Arts Degree, Modern History, 2002*

## EMPLOYMENT

- *Principal Architectural Conservator, Heritage Conservation Collective, LLC, Philadelphia, PA 2023-present*
- *Senior Architectural Conservator, Materials Conservation Co., LLC, Philadelphia, PA, 2008-2022*
- *Conservator, Carr Conservation International, Philadelphia, PA, 2002-05*
- *Conservation Intern, The Protestant Cemetery, Rome, Italy 2004-06*
- *Conservator, Fairmount Park Historic Preservation Trust, Philadelphia, PA, 2002-04*

## LECTURES, PAPERS, PUBLICATIONS

- *Jane's Walk*, Philadelphia Chapter. Walk Leader "3 Churchyards, Many Conversations," 2019
- *Association for Preservation Technology*, Buffalo Niagara National, "The Call for Abstinence Restored; The Restoration of the Catholic Total Abstinence Fountain," 2018
- *Preservation Alliance for Greater Philadelphia*, "Preserving the Centennial," 2018
- *Christ Church Philadelphia*, Franklin's Grave marker Unveiling, "Intricate Solutions for 'a Plain Tomb'," 2017

## PROFESSIONAL AFFILIATIONS

- **AIC - American Institute for the Conservation of Historic and Artistic Works**, *Associate Member, 2008-present*
- **APTI - Association for Preservation Technology**, *Corporate Member under Materials Conservation Co., LLC*
- **Historic Gloria Dei Preservation Corporation**, *Trustee, Board of Directors, 2013-present*
- **Community Design Collaborative**, *Team Member, Gloria Dei/ Celebrating History/Planning for the Future*

## REPRESENTATIVE CONSERVATION PROJECTS

- **Catholic Total Abstinence Fountain**, Philadelphia, PA  
*Project Manager for the conservation of historic marble fountain, including condition assessment, photographic documentation, cleaning, composite patching, injection grouting and dutchmen repairs.*
- **Tenth Presbyterian Church**, Philadelphia, PA  
*Project Manager for the restoration of parish house for Tenth Presbyterian Church. This involved conservation of historic carved limestone, installing limestone dutchmen, infill and cleaning. Project management of replacement brick masonry infill, including working with Philadelphia Historical Commission, providing mockups for masonry crew and supervising brick masonry project.*
- **Yale University, Sterling Memorial Library**, New Haven, CT  
*Project Manager for the restoration of decorative archway for Sterling Memorial Library. This involved conservation of historic carved sandstone reliefs, including photographic documentation, testing, de-salination cleaning, and patching.*
- **Walker Hancock's Air**, Philadelphia, PA  
*Project Manager for restoration and installation of Walker Hancock's bronze figurative sculpture "Air." Managed timeline of bronze restoration and onsite construction of granite pedestal and base,*

**Heritage Conservation Collective LLC, 1405 South Broad St. Unit 1, Phila. PA 19147**

and supervised installation of bronze at Schuylkill Banks Park. Coordinated with various city agencies to complete the project.

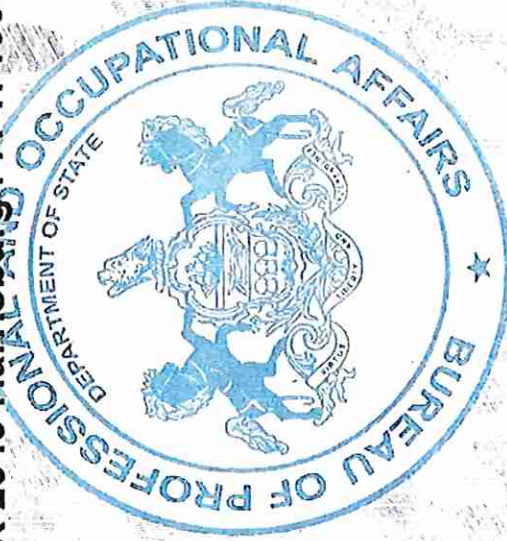
- **First Presbyterian Church, Elizabeth, NJ**  
Project Manager, documentation, survey and conservation of 18th & 19th century sandstone and marble headstones and monuments. Testing, cleaning, consolidation, and compensation of loss.
- **PennDOT Districts 6-0 & 12**  
Project Manager consulting with TranSystems and Pennoni to assess, monitor and protect historic sculptures during the replacement of the Vine St. Bridges along Interstate 676 in Philadelphia. Conducted pre-construction documentation and assessment of historic sculptures, developed and implemented monitoring program for duration of bridge replacement project. Conservation consultant working in collaboration with PennDOT to assess various historic resources including sculpture, bridges, stone markers and bronze plaques
- **Hosteling International (HI), Baltimore MD.**  
Project manager for facade assessment, implementation of emergency stabilization measures, and continued monitoring. Worked closely with HI's regional manager to provide a full assessment including 3d laser scan and stone-by-stone analysis of deteriorating sandstone façade. Implemented emergency stabilization campaign to arrest deteriorating elements and reduce pedestrian hazards.
- **New Orleans Museum of Art, New Orleans, LA**  
Documentation, conditions assessment, laser cleaning, and patching of monumental terracotta urns. Also designed and fabricated custom fiberglass liners and lids for each urn.
- **St. Mark's Church, Lady Chapel, Philadelphia, PA**  
Project Manager for conservation of interior sandstone masonry in the chapel using brush-applied latex cleaner. Conservation also included repointing areas of mortar loss, repair of deteriorated masonry, and consolidation of decorative carved elements.
- **Brandywine Park, Wilmington, DE**  
Prepared conditions assessment and conservation treatment recommendations for The Bringham Fountain, The Josephine Fountain, The McKinley Memorial, and The Todd Memorial.
- **Fountain of the Seahorses, Philadelphia, PA**  
Project Manager for conservation of historic travertine fountain, including photographic documentation, cleaning, patching, and dutchmen repairs. Oversaw de-installation, 3-D laser scan, and reinstallation.
- **World War I Monument, Rutherford, NJ**  
Project Manager for the conservation of cast stone and bronze elements including restoration of an electrified eternal flame lantern.
- **The American Museum of Natural History, Theodore Roosevelt Memorial Restoration, New York, NY**  
Cleaning, stain removal, and compensation for loss of granite frieze.
- **Eastern State Penitentiary, Catholic Chaplain's Office & Lester Smith Murals, Philadelphia, PA**  
Comprehensive assessment and treatment formulation, including historical research and in-depth analysis of deteriorated building components and interior finishes from 1830's - 1960's. Worked closely with client, architect, engineer, and painting conservators to provide program for stabilization and interpretation of four rooms.
- **The New York Public Library, Humanities and Social Science Facade, New York, NY**  
Conservation of Library façade exterior statuary. Implementation of cleaning, stabilization and reintegration of sculptures by Barnard, Bartlett, and MacMonnies.
- **University of Virginia, Pavilion II & X, Charlottesville, VA**  
Documentation, materials analysis, and laser cleaning of the marble column capitals to remove atmospheric soiling.
- **The Jayne House, Philadelphia, PA**  
Documentation, laser cleaning, and conservation of terracotta elements on a 19th-century residence by Frank Furness.
- **Christ Church Burial Ground, Philadelphia, PA**  
Director of conservation for 300 stone grave markers, including Benjamin Franklin's tablet.
- **Saint-Gaudens National Historic Site, Cornish, NH**  
Conservation of marble temple. Treatment included preliminary mortar analysis followed by cleaning, consolidation, and repointing of the monument.

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Commonwealth of Pennsylvania  
Department of State  
Bureau of Professional and Occupational Affairs  
PO BOX 2649 Harrisburg, PA 17105-2649

22 0691342

License Type  
Registered Architect  
JESSICA H SENKER  
4503 SPRUCE STREET  
PHILADELPHIA, PA 19139



License Status  
Active  
Initial License Date  
09/28/2015

Expiration Date  
06/30/2025

License Number  
RA407179

*Arion R. Claggett*

Acting Commissioner Arion R. Claggett

*JH Senker*

Signature

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Commonwealth of Pennsylvania  
Department of State  
Bureau of Professional and Occupational Affairs  
PO BOX 2649 Harrisburg PA 17105-2649

23 0069400

License Status  
Active  
Initial License Date  
02/15/2007

License Type  
Professional Engineer  
MELANIE KASPER RODBART  
J&M PRESERVATION STUDIO  
105 RUTGERS AVENUE  
#244  
SWARTHMORE, PA 19081



Expiration Date  
09/30/2025

License Number  
PE074271

*Arion R. Claggett*  
Signature

*Arion R. Claggett*

Acting Commissioner Arion R. Claggett

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**License Information**



F BRADLEY RANDALL

Philadelphia, Pennsylvania 19103

Board/Commission:	Engineers	Status Effective Date:	12/7/2001
License Type:	Professional Engineer	Issue Date:	2/18/1993
Specialty Type:		Expiration Date:	9/30/2025
License Number:	PE043829E	Last Renewal:	8/15/2023
Status:	Active		

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License Information



TAMI ANNE KNOPP  
West Chester, Pennsylvania 19380

Board/Commission:	Engineers	Status Effective Date:	7/17/2003
License Type:	Professional Engineer	Issue Date:	6/5/2003
Specialty Type:		Expiration Date:	9/30/2025
License Number:	PE062198	Last Renewal:	9/22/2023
Status:	Active		



## TAB 4 - PROJECT APPROACH

J&M Preservation Studio (J&M) begins every project by thoroughly reviewing all the information provided by the Owner. We then organize this information for distribution to our team. We have already begun this process and will be ready to initiate the project immediately. Considering the historical significance of the Courthouse, we will use the *Secretary of the Interior's Standards for Historic Preservation* as our guide for the design of the project. With regard to testing and materials specifications, our team will also adhere to the *Code of Ethics* of the American Institute for Conservation (AIC).

The historic courthouse is a two-story stone building that had prior modifications made on the second floor for use as an office. We understand that the desired use of the entire building is a museum for historic interpretation, as it is recognized as the oldest public-use building in the country. To that end, the priorities of this project are the following:

1. Exterior building envelope repairs.
2. Systems upgrades.
3. Interior renovation of the second floor.

More specifically, the exterior building envelope repairs involve the removal of the flagstones for replacement with brick, and some localized stone wall repairs, which require vegetation removal and repointing. A mortar analysis will be provided to accurately specify the appropriate replication mortar for the repointing work. There are noted repairs needed for the exterior wood trim, fascias, soffits, eaves, as well as around the cupola. The second floor windows will also be evaluated for repair needs, as the first floor windows are being repaired under the lease agreement with PHMC. The roof drainage will also be addressed in the survey and documentation for repair within the project.

For the interior renovations requested, the second floor was previously used as an office with some non-historic partitions added for that function. An assessment of the repairs required once the partitions are detailed for removal will be recorded in the design documents. This will also impact the surrounding finishes, such as the flooring. This will require removal of the carpeting and refinishing the wood floors. While the proposed use of the building is an historic museum, there will be some staff anticipated on-site. Consequently, a kitchenette will be designed for the space for the staff.

The system upgrades for the building are mostly focused on the second floor. However there are some elements that are required for the entire building. The project involves selected mechanical and electrical upgrades for a fully sprinklered building, upgraded domestic water plumbing and improved electrical and fire alarm systems. For the systems upgrades, the following is included in this proposal:

### HVAC systems:

- Design new "attic ventilation system," assumed to be a temperature-based exhaust fan and motorized intake louvers to minimize attic temperature in the summer (but uncontrolled humidity).
- Note: the existing 5-ton chiller on the building's exterior southwest corner is slated to be replaced as part of Pennsylvania Historical & Museum Commission's work and is not included in this proposal. HVAC work (other than the attic ventilation) is excluded from this proposal.

Plumbing systems:

- Replace selected domestic cold water.
- Sanitary drainage and venting for new fixtures.
- Plumbing design will be based on fixture counts and locations provided by J&M and the County.

Fire protection systems:

- Incoming fire service and sprinkler riser with valving.
- Sprinkler zone designations.
- Specifications for contractor-furnished hydraulically calculated piping installation drawings. Piping and head locations will not be shown on our documents but will be reviewed in the field with the contractor and the A/E team for final location coordination.
- This scope assumes adequate water supply and pressure are available to the site and no fire pump will be needed. If not, additional services will be required.

Design of electrical systems:

- Generally, the existing electrical system will remain as is. Service upgrades or panel replacement is beyond the scope of this proposal.
- Replacement of a "handful" of ungrounded electrical circuits as identified by the owner. Extensive field survey and any circuit tracing are excluded.
- Electric power to one new light fixture to be mounted on an existing pole.
- Fire alarm. Existing wiring and devices will not be reused (although the new devices will likely go in the same locations as the existing)

***Part 1: Survey/Assessment & Schematic Design Phase (30% document submission):***

We will prepare a project schedule for the team, using the milestone dates provided in this proposal as our guide, recognizing that some additional time may be required for the County of Delaware's contracting and approval processes. Starting with the previous construction documents prepared for projects completed on the building, our team will prepare AutoCAD files to create baseline/background drawings for all members of the team to use.

Once the background drawings are ready for use, the team will visit the site to collect existing conditions information relative to the scope of work elements included in this project. The team will survey the exterior envelope conditions, second floor for renovations, and the fenestration noted in the scope of work. Our team will also review the existing utility connection points and applicable code provisions needed for the system upgrades. Any preliminary engineering calculations will also be conducted during this phase of the project. Our MEP engineers will also reach out to the local water utility to verify the service availability at the site for the sprinkler system.

We will then meet with County representatives to review the observed conditions and the proposed scope of work to determine if changes are needed to the project approach. We anticipate that this meeting may also include representatives from PHMC to coordinate the work that they will be implementing as part of the lease agreement. Upon preparation of the schematic design documents, a review of the cost estimate previously prepared by the County for the project will be conducted by our team. This will determine the Basis of Design (BOD) for the project and any potential bid alternates that may be required due to potential budget constraints.

*Part 2: Design Development Documents (60% document submission):*

Based on an approved BOD documents and potential bid alternate approved by the County, the design team will proceed with the preparation of design development drawings to establish and describe the size and character of the systems and to allow coordination with other disciplines. Final code analysis will be provided for the renovations and upgrades to the historic building. The document set will also provide preliminary details and schedules pertaining to the exterior repairs and second floor interior renovations. Additional site visits may be necessary to confirm conditions and the specified work areas for the potential of incorporating bid alternates and unit pricing requests in the documents.

Outline specifications will also be prepared during this phase to identify the general product/equipment needs of the project. The design team will meet to review their respective documents for internal coordination prior to packaging for review by the County. Our team will also be prepared to meet with the County to provide a technical review of the documents for approval prior to proceeding to the next phase of design documentation. The team is also prepared to discuss any continued budget concerns relative to the specified scope of work.

*Part 3: Construction Documents Phase (90% & 100% documents submission):*

Based on the feedback from the County, the team will prepare all required plans, elevations, sections and details to complete the scope of work detailed in the RFP. Construction specifications will provide the parameters for contractor expectations for protecting, installing, and renovating in accordance with the Secretary of Interior Standards for the Treatment of Historic Properties. Specifications such as "01 35 00 Historic Site Project Procedures" will be part of the project manual so the contractor is fully aware of the significance of the building and the required protections/precautions needed to do no harm to the building during all construction activities.

Included in this phase is the design, coordination, and review of the 60% and 90% construction documents with the County:

- Production and coordination of all architectural and engineering drawings for the previously noted scope of work items.
- Full technical specifications (in MasterSpec format) for all materials and assemblies required as part of the project, including mortar recipes based on analysis, all equipment for the system upgrades, and interior renovations schedules and details.
- Second floor fenestration repair details and schedules, including the cupola.
- Full "envelope" treatments, include all masonry pointing, cleaning, drainage repairs, brick courtyard restoration, and roof cleaning/coatings.
- Participate in a final technical review of our documents conducted by the County so all responses can be incorporated into the 100% construction documents set.

*Bidding/Negotiation Phase:*

We will assist the County in obtaining qualified bids for the project and answering any questions by the contractors so they can submit a complete bid. Attending a pre-bid meeting to discuss the project with the bidders is part of our basic services. If there are any formal questions submitted as part of the bidding process, we will respond accordingly by issuance of a bid addendum. Assistance with bid comparisons and/or descopes meetings are included in our proposed services. We have assumed that the bidding process will take

approximately four weeks. We have also assumed that the contract issuance by the County to the awarded contractor will take another four weeks, minimum. More time may be required if the County is required to obtain approvals from multiple departments and/or City Council prior to its execution.

***Construction Administration (CA):***

With the goal of starting construction in late Fall 2024, we will work expeditiously in reviewing shop drawings, submittals, field mock-ups and product data so the contractor can place orders as soon as practical for all equipment and long lead items. We will also review on-site mock-ups or samples required by the project, to ensure that the cut lines and tooled texture are in keeping with the original design. We believe these services will help ensure the successful reconstruction of the arch at its new location.

As part of the CA phase, we will also provide the standard services such as:

- Bi-weekly site visits during the reconstruction of the arch components, based on a six-month construction schedule. Site visits include a job meeting and inspection of work progress.
- Job meeting minutes recording and issuance.
- Field reports that document the construction progress and any field directives given.
- Review of payment applications, change orders, or RFI's.
- Issuance of field sketches and/or construction revision drawings and details.
- Communication with the County and the contractor throughout the process.

***Optional (not included in the basic services fees)***

*Although not requested as part of the project, our consultant Heritage Conservation Collective (HCC), recommends the creation of sample pucks of the replication mortar so the contractor can easily field match the specified mortar based on the laboratory analysis. For HCC to provide sample pucks of the replication mortar from their analysis, there is an additional fee of \$1,200. This was not included at this time in the basic services due to the specified budget in the RFP.*

***Close-out:***

Finalizing and closing the project includes a preliminary punch list noting any outstanding work or corrections needed. Upon notice the work is complete, we will follow-up to close-out the punch list. Our team will also work with the contractor in organizing the as-built records for the County.

## WORK SCHEDULE

As outlined in the RFP, the Consultant is expected to conform to a project work completion by June 2025. Once awarded the project, we intend to attend one preliminary meeting with the County Planning Team to review the scope of work and start the design process. At the end of each design submission phase, we anticipate an approximate two-week review period by the County for mark-ups or questions about the documents. We have figured that two-week window into our planning below.

Our hourly time frames for the tasks are found in our fee schedule. Our projected schedule is as follows:

Part 1: Survey, Assessment & Schematic Design (30% Docs)	4 weeks	March 2024
Part 2: Design Development (60% Docs)	8 weeks	April-May 2024
Part 3: Construction Documents (90% & 100% Docs)	12 weeks	June - Aug 2024
Part 4: Bidding & Contracting	8 weeks	Sept - Oct 2024
Part 5: Construction	12-18 months	Nov 2024-May 2026
Part 6: Close-out	2 weeks	June 2026

## ASSUMPTIONS & EXCLUSIONS

Our proposal does not include the following:

- Preparation of the updated National Register Nomination.
- Structural analysis or design.
- Load testing.
- Materials testing (other than mortar analysis).
- Structural modeling, 3-D modeling, architectural renderings, finite element analysis.
- Design and construction documents for multi-prime contracts or phased design contracts.
- Geotechnical, sub-surface investigations, or any equipment rentals.
- Professional cost estimating (other than as noted during schematic design phase)
- The incorporation of any work not completed by PHMC per their lease agreement.
- Identification, testing, and/or removal of hazardous materials will be by others.
- Fire protection water service with adequate capacity will be available 5'0" outside of the building.
- Site utility design beyond the building perimeter, including fire water service beyond 25 ft, shall be the responsibility of others.
- Existing base building systems are code compliant and have adequate capacity to support the project requirements. The design for base building system modifications, replacements, or new installations to support the project will be considered an additional service.
- Documents prepared by J&M Preservation Studio and their consultants will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Architect/Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.

## TAB 5 - BUDGETING, CHANGE ORDER AND SCHEDULE CONTROLS

Starting with the initial survey and schematic design phase, our team will evaluate the existing building conditions relative to the proposed scope of work. During the schematic document preparation, we will review the cost estimate the County has prepared in 2022 with our consulting professional cost estimator. This will provide our team an opportunity to review the overall projected construction cost of the project and the potential need for inclusion of bid alternates in the design documents due to potential funding restraints.

During the design process, Jessica Senker will coordinate the team by providing the background drawings to the subconsultants to utilize in their documents. These drawings will be provided to everyone in AutoCAD so the team can work consistently throughout the design process with the same coordinated base drawings. Milestone dates will be set for design document progress submissions (30%, 60%, 90% and 100%), as referenced in Tab 4 - Project Approach. Any changes or variations in the issued milestone dates will be reviewed and approved by the County prior to their implementation.

In conjunction with providing design services, Ms. Senker has also provided Owner's Representative services to Eastern State Penitentiary. This has provided her with experience in working to keep projects on budget and on-track, through open communication within the design team and the construction contractors. Keeping logs and drawings current with any field changes made along the way is imperative for tracking and producing a successful outcome.

As part of our practice, J&M Preservation Studio prides ourselves on providing detailed drawings, that incorporate both unit pricing and allowances so the construction budget can be carefully tracked throughout the process. Negotiating unit pricing after the contract is awarded for any additional work or to address unforeseen conditions can be costly, therefore, we include them in all of our design projects.

Prior to construction, the design team will review the construction contractor's projected work schedule to identify any potential lead time or coordination issues including weather. Weather is a particular factor to consider for this project as any historic masonry work cannot be accomplished unless it is 40-degrees and rising for at least 72-hours. We also work with the contractor to include any approval/mock-up review dates needed in the construction schedule, so the team and County Can respond promptly and keep the project on schedule.

Our team will make regular field visits during construction as well as coordinate regular job meetings to review the progress of the work and obtain answers to any requests for information (RFI) as quickly as possible. The team has experience with working with Procore Construction software, when requested by contractors.

While on-site, if there are any change order requests, our team will review the contract documents and any unit pricing agreed upon to document the request. Once the team is in agreement, we will review the request with the County. Upon review and approval from the County, J&M will prepare a change order form with all of the necessary back-up documentation to support the request when appropriate. Field verifying the requested work is part of the J&M process.

As noted in Tab 4 - Project Approach, the anticipated construction project timeline is a maximum of 18-months. This anticipates required time for permitting, inclement weather considerations, and equipment lead times.

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**TAB 6 - PROOF OF CURRENT INSURANCE COVERAGE**

J&M carries the standard Professional and General Liabilities coverages for architectural/engineering services. We have included a sample of a certificate of insurance from another project for your use, and will provide one naming the County of Delaware prior to commencing work.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/13/2023

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).

<b>PRODUCER</b> Brown & Brown MA 107 Audubon Rd  Wakefield MA 01880	<b>CONTACT NAME:</b> Paul Lucci <b>PHONE (A/C, No, Ext):</b> (445) 201-1625 <b>FAX (A/C, No):</b> ( <b>E-MAIL ADDRESS:</b> paul.lucci@bbrown.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> The Travelers Indemnity Company <b>NAIC #</b> 25658	
<b>INSURER B:</b> Travelers Property Casualty Company of America <b>25674</b>	
<b>INSURER C:</b> XL Specialty Insurance Company <b>37885</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL23102300882      **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.

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			6807H253178	10/09/2023	10/09/2024	EACH OCCURRENCE      \$ 1,000,000				
			DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ 1,000,000								
			MED EXP (Any one person)      \$ 10,000								
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							PERSONAL & ADV INJURY      \$ 1,000,000				
							GENERAL AGGREGATE      \$ 2,000,000				
							PRODUCTS - COMP/OP AGG      \$ 2,000,000				
							\$				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6807H253178	10/09/2023	10/09/2024	COMBINED SINGLE LIMIT (Ea accident)      \$ \$1,000,000				
								BODILY INJURY (Per person)      \$			
								BODILY INJURY (Per accident)      \$			
							PROPERTY DAMAGE (Per accident)      \$				
							\$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUP7H048183	10/09/2023	10/09/2024	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			UB6J790603	10/09/2023	10/09/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER				
								E.L. EACH ACCIDENT      \$ 1,000,000			
								E.L. DISEASE - EA EMPLOYEE      \$ 1,000,000			
								E.L. DISEASE - POLICY LIMIT      \$ 1,000,000			
C	Professional Liability			DPS5001770	10/09/2023	10/09/2024	Each Claim      \$1,000,000 Aggregate      \$1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

Eastern State Penitentiary Historic Site Inc.  
2027 Fairmount Avenue

Philadelphia

PA 19130

### CANCELLATION

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

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**TAB 7 – EXECUTED FORMS & ATTACHMENTS**

Please find attached the following required appendices, executed by our firm.

APPENDIX A	County of Delaware Checklist
APPENDIX B	Proposal Cost Form
APPENDIX C	Non-Collusion Affidavit
APPENDIX D	Disclosure of Ownership Form
APPENDIX E	Insurance Requirement Acknowledgement Form
APPENDIX F	Professional/Goods/Service Entity Information Form
APPENDIX G	Qualification Affidavit
APPENDIX H	Submission Form
APPENDIX I	Acknowledgement of Corrections, Additions or Deletions Form
APPENDIX J	Statement of Indebtedness Form
APPENDIX K	Agreement for Payment of Commodity/Service Form
APPENDIX L	Letter of Intent
APPENDIX M	Letter of Qualification
APPENDIX N	Certificate of Good Standing/Subsistence Certificate
APPENDIX O	Political Contribution Disclosure Form
APPENDIX Q	Diversity Business Enterprise Program Form

APPENDIX A

COUNTY OF DELAWARE
CHECKLIST

PROFESSIONAL DESIGN SERVICES for REHABILITATION OF THE 1724 CHESTER COURTHOUSE (eDPW-010424)

SUBMISSION DATE: January 4, 2024– Thursday

The following items, as indicated below (x), shall be provided with the receipt of sealed submissions:

- (APPENDIX A) County of Delaware Checklist ..... X
(APPENDIX B) Proposal Cost Form ..... X
(APPENDIX C) Non-Collusion Affidavit..... X
(APPENDIX D) Disclosure of Ownership Form..... X
(APPENDIX E) Insurance Requirement Acknowledgement Form..... X
(APPENDIX F) Professional/Goods/Service Entity Information Form..... X
(APPENDIX G) Qualification Affidavit ..... X
(APPENDIX H) Submission Form ..... X
(APPENDIX I) Acknowledgement of Corrections, Additions or Deletions Form ..... X
(APPENDIX J) Statement of Indebtedness Form ..... X
(APPENDIX K) Agreement for Payment of Commodity/Service Form ..... X
(APPENDIX L) Letter of Intent ..... X
(APPENDIX M) Letter of Qualification ..... X
(APPENDIX N) Certificate of Good Standing/Subsistence Certificate ..... X
(APPENDIX O) Political Contribution Disclosure Form ..... X
(APPENDIX Q) Diversity Business Enterprise Program Form ..... X
(ATTACHMENT #1) Sample Contract/Agreement .....
(ATTACHMENT #2) Detailed Scope of Work .....
(ATTACHMENT #3) Restrictive Covenants from PHMC .....
(ATTACHMENT #4) Grant Award Agreement from NPS.....

Firm/Company: J&M Preservation Studio, LLC Date: 01/03/2024

Authorized Representative (Print): Jessica H. Senker

Signature: [Handwritten Signature] Title: Principal

Telephone #: 215-769-1133

## APPENDIX B

**PROFESSIONAL DESIGN SERVICES FOR REHABILITATION OF THE 1724  
CHESTER COURTHOUSE  
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 for REHABILITATION OF THE 1724 CHESTER COURTHOUSE**

The County will pay applicable fees to the Consultant ONLY for recommendations implemented within thirty (30) 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 Consultant by the County.

<p>The undersigned is a <span style="border: 1px solid red; padding: 2px;">(Corporation)</span> under the laws of the State of _____</p> <p style="text-align: center;">(Individual)</p> <p>Principal office at _____</p> <p>_____</p> <p>Company _____</p> <p>_____</p> <p>Address _____</p> <p>_____</p> <p>Signature of Authorized Agent _____</p> <p style="text-align: center;">Principal</p> <p>_____</p> <p>Title of Authorized Agent _____</p> <p>_____</p> <p>Telephone Number _____</p> <p style="text-align: center;">N/A</p> <p>_____</p> <p>Fax Number _____</p>	<p style="text-align: right;">Pennsylvania</p> <p>_____ having its</p> <p style="text-align: center;">105 Rutgers Avenue, #244, Swarthmore PA 19081</p> <p>_____</p> <p style="text-align: center;">46-3786083</p> <p>_____</p> <p>Federal I.D. # or Social Security # _____</p> <p>_____</p> <p style="text-align: center;">Jessica H. Senker</p> <p>_____</p> <p>Type or Print Name _____</p> <p style="text-align: center;">01/03/2024</p> <p>_____</p> <p>Date _____</p> <p style="text-align: center;">Jessica@Jmpreservation.com</p> <p>_____</p> <p>Email Address _____</p>
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Appendix B – Page 2

PROPOSING FIRM: J&M Preservation Studio, LLC

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: \$ 65,890.00

The Architect or Engineer’s fee on this project shall be all-inclusive. The Architect or Engineer shall be entitled to payment for the authorized reimbursable expenses provided in “Professional Services Sample Contract”.

Reimbursables: \$ 225.00

Appendix B – Page 3

PROPOSING FIRM: J&M Preservation Studio, LLC

Hourly rates will be utilized for any authorized and approved additional services, see section 6.7, of the "Professional Services Sample Contract".

Do not provide a range. Do not add positions. Include rates for positions shown.

Employee Name	Position	Hourly Rate
<b>Architectural Firms</b>		
	Principal-In-Charge	\$ 190
	Project Manager	\$ 145
	Licensed Architect	\$ 175
	Architectural Designer	\$ 125
	Specifications Writer	\$ 125
	Construction Administrator	\$ 145
	Clerical	\$ 90
	Interior Designer	\$ 125
	MEP Principal In Charge	\$ 255
	MEP Project Manager	\$ 230
	MEP Designer	\$ 180
	Registered or Licensed Mechanical Engineer	\$ 230
	Registered or Licensed Electrical Engineer	\$ 230
	Registered or Licensed Plumbing Engineer	\$ 230
	Quality Control	\$ N/A
	Drafter/CADD Operator	\$ 90
	Cost Estimator	\$ 180
	Elevator Consultant	\$ N/A

J&M PRESERVATION STUDIO Fee Structure									
DELAWARE COUNTY 1724 CHESTER COURTHOUSE									
J&M PRESERVATION STUDIO									
	Structural Engineer	Preservation Architect	Preservation Specialist	Project Designer	Draftsperson/ Assistant	HCC Conservator	MEP Engineer	BBA/IMEG Land Elec Engineer	ICI Cost Estimator
<b>PART 1: SURVEY, ASSESSMENTS, SCHEMATIC DESIGN (SD) - 4 WEEKS</b> <b>30% SUBMISSION DOCUMENTS</b>									
Prepare project schedule for team members		1							
Correspondence with PHMC on lease agreement work and timeline		1			21				
Prepare AutoCAD drawings from the scanned PDF files (plans/ sections/ elevations)									
Review previous construction project documents and specifications		1							
Site visit to survey existing conditions per RFP tasks (interior and exterior)	1	4	4	8	8		LS	LS	
Annotate drawings with proposed scope of work (A/E and MEP)		1		4			LS	LS	
Annotate drawing with wall partitions to be removed on the second floor				1	1				
Draft plan of kitchenette on the second floor				1					
Prepare window schedule for second floor windows				1					6
Review Owner's cost estimate with team Schematic Documents		1							
Review SD pricing for options development (bid alternates)	1	1							
Meetings with Owner (2) on-site meetings		2							
Total Professional Hours	2	12	4	15	30	0	LS	LS	6
Professional Hourly Rate	\$190.00	\$175.00	\$145.00	\$125.00	\$90.00	\$135.00	\$230.00	\$180.00	\$180.00
Professional Fee	\$380.00	\$2,100.00	\$580.00	\$1,875.00	\$2,700.00	\$0.00	\$4,750.00	\$4,750.00	\$1,080.00
<b>Part 1 Fees</b>	<b>\$18,215.00</b>								
J&M PRESERVATION STUDIO									
<b>PART 2: DESIGN DEVELOPMENT (DD) - 8-WEEKS</b> <b>60% SUBMISSION DOCUMENTS</b>	Structural Engineer	Preservation Architect	Preservation Specialist	Project Designer	Draftsperson/ Assistant	HCC Conservator	MEP Engineer	BBA/IMEG Land Elec Engineer	ICI Cost Estimator
Develop drawings with proposed scope of work (A/E and MEP)		1	2	4	8		LS	LS	
Provide elevations of kitchenette on the second floor		1		2	4				
Finalize window schedule for second floor windows and associated repairs		1	1						
Finalize bid alternates and review unit pricing options		1		1					
Develop finishes schedule for second floor repairs and improvements		1		2					
Coordinate exterior finishes schedule with first floor work by PHMC		1	1						
Mortar analysis (3-5 samples) to be taken from the site									
Mortar analysis completed						LS			
Prepare outline specifications			2	2		LS	LS	LS	
Coordinate design team drawings and specs and provide internal mark-ups	1	2		2			LS		
Package and submit 60% documents for Owner review				1					
Meeting with Owner (1) on-site meetings		2		2					
Total Professional Hours	1	10	6	16	12	LS	LS	LS	0
Professional Hourly Rate	\$190.00	\$175.00	\$145.00	\$125.00	\$90.00	\$135.00	\$230.00	\$180.00	\$180.00
Professional Fee	\$190.00	\$1,750.00	\$870.00	\$2,000.00	\$1,080.00	\$1,500.00	\$4,000.00	\$4,000.00	\$0.00
<b>Part 2 Fees</b>	<b>\$15,390.00</b>								

1724 Chester Courthouse

	J&M PRESERVATION STUDIO						HCC	BBA/IMEG		ICI
	Structural Engineer	Preservation Architect	Preservation Specialist	Project Designer	Draftsperson/ Assistant	Conservator		MEP Engineer	Lead Elec Engineer	
<b>PART 3: PREPARE CONSTRUCTION DOCUMENTS (CD) - 12-WEEKS</b> <b>90% &amp; 100% SUBMISSION DOCUMENTS</b>										
Prepare final specifications and project manual		2			8					
Prepare 90% construction documents for submission		2	2		8					
Review w/Owner and mark-up any feedback		2		2						
Finalize 100% construction documents	1	1	2	2	8					
Meeting with Owner (1) on-site meetings		1			1					
Total Professional Hours	1	8	4	10	25	0	LS	LS	0	
Professional Hourly Rate	\$190.00	\$175.00	\$145.00	\$125.00	\$90.00	\$135.00	\$230.00	\$180.00	\$180.00	\$180.00
Professional Fee	\$190.00	\$1,400.00	\$580.00	\$1,250.00	\$2,250.00	\$0.00	\$5,250.00	\$5,250.00	\$0.00	\$0.00
<b>Part 3 Fees</b>										
<b>\$16,170.00</b>										
	J&M PRESERVATION STUDIO						HCC	BBA/IMEG		ICI
Structural Engineer	Preservation Architect	Preservation Specialist	Project Designer	Draftsperson/ Assistant	Conservator	MEP Engineer		Lead Elec Engineer	Cost Estimator	
<b>PART 4: BIDDING, NEGOTIATION &amp; CONTRACTING PHASE (8 WEEKS)</b>										
Prepare invitation to bid with Owner		1		1						
Attend pre-bid meeting		1								
Answer questions/Review qualifications and bids		1								
Prepare bid addendum as necessary				1						
Prepare bid comparison and Review bids with Owner				1						
Total Professional Hours	0	3	0	3	0	0	LS	LS	0	
Professional Hourly Rate	\$190.00	\$175.00	\$145.00	\$125.00	\$90.00	\$135.00	\$230.00	\$180.00	\$180.00	\$180.00
Professional Fee	\$0.00	\$525.00	\$0.00	\$375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Part 4 Fees</b>										
<b>\$900.00</b>										

1724 Chester Courthouse

	J&M PRESERVATION STUDIO								HCC	BBA/IMEG		ICI
	Structural Engineer	Preservation Architect	Preservation Specialist	Project Designer	Draftsperson/ Assistant	MEP Engineer		Land Elec Engineer		Cost Estimator		
						MEP Engineer	Land Elec Engineer	MEP Engineer			Land Elec Engineer	
<b>PART 5: CONSTRUCTION ADMINISTRATION (CA) 12-18 MONTHS</b>												
Review construction schedule		1										
Review submittals												
Review field mock-ups												
Site Visits to review progress. Assumes bi-weekly meetings for 8-months		8	4	4	16							
Additional Site Visits to answer contractor questions and any field changes		4	4	4	16							
Prepare field reports for each visit					16							
Prepare meeting minutes for bi-weekly job meetings												
Review payment applications and any change orders		2										
Prepare logs (submittal, change orders, RFIs)		1		1								
Prepare field sketches/and or construction revisions		1		2	4							
Prepare substantial completion forms		1										
Total Professional Hours	0	17	4	11	52			LS	LS	LS	0	
Professional Hourly Rate	\$190.00	\$175.00	\$145.00	\$125.00	\$90.00			\$135.00	\$230.00	\$180.00	\$180.00	\$180.00
Professional Fee	\$0.00	\$2,975.00	\$580.00	\$1,375.00	\$4,680.00			\$0.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00
<b>Part 5 Fees \$14,610.00</b>												
<b>PART 6: CLOSE-OUT (2 WEEKS)</b>												
Conduct Prelim Inspection and issue Punch List		1		1								
Finalize punch list items					1							
Coordinate as-built documents with the Contractor and Team					1							
Total Professional Hours	0	1	0	2	2			0	0	0	0	
Professional Hourly Rate	\$190.00	\$175.00	\$145.00	\$125.00	\$90.00			\$135.00	\$230.00	\$180.00	\$180.00	\$180.00
Professional Fee	\$0.00	\$175.00	\$0.00	\$250.00	\$180.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Part 6 Fees \$605.00</b>												
<b>TOTAL FIXED FEE \$65,890.00</b>												
<b>TOTAL FEE PER FISM \$30,370.00</b>												
<b>TOTAL ESTIMATED REIMBURSABLE EXPENSES (not included above) \$225.00</b>												



APPENDIX C

**NON-COLLUSION AFFIDAVIT**

This Non-Collusion Affidavit is material to any contract/purchase order awarded pursuant to this bid. According to Section 4507 of Act 57 of May 15, 1998, 62 Pa. C.S., ss 4507, governmental agencies may require Non-Collusion Affidavits to be submitted with any bids. By submittal of a bid for the above-referenced project and execution of this affidavit, the following statements are acknowledged:

- The price(s) and amount of bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, potential Contractor, or bidder.
- Neither the price(s), amount of this bid nor the approximate price(s) or amount of bid, have been disclosed to any other company or person who may be a Contractor or potential Contractor, nor will they be disclosed prior to this bid opening.
- No attempt has been made, or will be made, to induce any company or person to refrain from bidding on this contract or submit a proposal higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from any company or person to submit a complementary or other noncompetitive bid.
- To my best knowledge, the Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- The Contractor is not currently under suspension or review by the Commonwealth, or any other Federal, State or Local Governmental entity. If certification cannot be made, a written explanation to support the inability of providing such shall be submitted with this bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such 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: J&M Preservation Studio, LLC

(Name of Contractor)

*Melanie K. Rodbart*

(Also type or print name of affiant under signature)

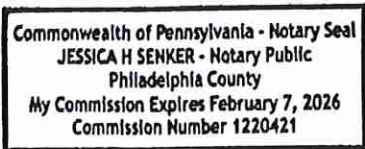
Subscribed and sworn to

before me this 3rd day  
of January 20 24

Signature of: Melanie K. Rodbart

Bidder, if the bidder is an individual  
Partner, if the bidder is a partnership  
Officer, if the bidder is a corporation

*Jessica H. Senker*  
Notary Public of: PENNSYLVANIA  
My commission expires: 2/7/2026



APPENDIX D

OWNER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with RFP Submission

Name of Business: J&M Preservation Studio, LLC

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that there are no stockholders

Check the box that represents the type of business organization:

- Partnership, Corporation, Sole Proprietorship, Limited Partnership, Limited Liability Corporation, Limited Liability Partnership, Subchapter S Corporation, Other (describe)

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Jessica H. Senker

Name: Melanie K. Rodbart

Home Address: 4503 Spruce Street Philadelphia, PA 19139

Home Address: 544 Westminster Avenue Swarthmore, PA 19081

Name:

Name:

Home Address:

Home Address:

Name:

Name:

Home Address:

Home Address:

## APPENDIX E

## COUNTY OF DELAWARE

### INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the County's Clerk's Office upon award of contract by the County Council.

#### **Section I – Basic Insurance Requirements**

Consultant, at its own expense, shall procure and maintain during the life of the Contract, the following insurance so as to cover all risk which shall arise directly or indirectly from Consultant's obligations and activities.

**General Liability Insurance** Consultant shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Contractual Liability
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability
- Personal Injury Liability

**Automobile Liability Insurance** with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of the Contract by the Consultant or its employees.

**Workers Compensation and Employers Liability Insurance** meeting the relevant Workers Compensation Statutes.

**Professional Liability Insurance** with limits of at least \$1,000,000 per occurrence covering all services provided by the Consultant, its employees, or independent consultants. If this coverage is written on a claim made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Consultant continuing to furnish the County certificates of insurance.

**REQUIRED ENDORSEMENT shall be added to the General Liability Policy. A copy of the endorsement shall be produced with the certificate.**

#### **Cancellation and Material Changes Endorsement**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to:

County of Delaware  
County Clerk's Office  
201 W. Front St.  
Media, PA 19063

**(Please note that the County does accept a signed letter on the agent's letterhead, from the insured's insurance agent, confirming that the agent will provide notice as indicated above.)**

#### **Section II – Conditions of Contract**

The Consultant is required to purchase and maintain insurance coverage to protect the Consultant and County of Delaware throughout the duration of the Contract per the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Consultant to maintain this insurance in full effect will be treated as a failure on the part of the Consultant to comply with these requirements and be considered sufficient cause to suspend the services, withhold payment(s), and/or be disqualified in the future.

The insurance policies shall be issued by insurers authorized to do business in the Commonwealth of Pennsylvania and currently having an A.M. Best Rating of "B+" or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claim made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Consultant continuing to furnish the COUNTY certificates of insurance.

The Consultant shall be responsible for deductibles and self-insured retentions in the Consultant's insurance policies.

The Consultant is required to give the County notice of any change in coverage, specifically, any reduction in coverage and cancellation of coverage no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by the Contract.

The County intends for the Consultant's coverage to be primary and not contributing with any other insurance or similar protection available to the County whether any other coverage is primary, contributing or excess.

**Section III – Contract Approval**

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached so as to evidence their inclusion in the coverage. The Certificate of Insurance is due before the Contract can be approved. The following format is required:


List [the County of Delaware CCRFP #eDPW-010424](#) as the Scope of Services the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

County of Delaware  
County Clerk's Office  
201 W. Front St.  
Media, PA 19063

The Producer's contact person's name, phone number and e-mail address is required.

Acknowledgement of Insurance Requirement:

		01/03/2024	
(Signature)		(Date)	
Jessica H. Senker, Principal			
(Printed Name and Title)			

APPENDIX F

COUNTY OF DELAWARE
PROFESSIONAL/GOODS/SERVICE ENTITY INFORMATION FORM

If the professional service Entity is an INDIVIDUAL, sign name and give the following information:

Name:
Address:
Telephone No.: Social Security No.:
Fax No.: E-Mail Address:
If individual has a TRADE NAME, give such tradename:
Trading As: Telephone:

If the professional service Entity is a PARTNERSHIP, sign name and give the following information:

Name of Partners:
Firm Name:
Address:
Telephone No.: Federal I.D. No.:
Fax No.: E-Mail Address:
Social Security No.:
Signature of authorized Agent:

If the professional service Entity is INCORPORATED, sign name and give the following information:

State under whose laws incorporated: Pennsylvania
Location of principal office: 105 Rutgers Avenue, #244 Swarthmore, PA 19081
Telephone No.: 215-769-1133 Federal I.D. No.: 46-3786083
Fax No.: E-Mail Address: jessica@jmpreservation.com
Name of agent in charge of said office upon whom notice may be legally served.

Telephone No.: 215-769-1133 Name of Corporation: J&M Preservation Studio, LLC
Signature: [Handwritten Signature] By: Jessica H. Senker

## APPENDIX G

## QUALIFICATION AFFIDAVIT

The County of Delaware reserves the right to reject the bid of any bidder who has previously failed to perform properly or to complete on time, contracts of a similar nature; who is not qualified to perform the contract; or who has repeatedly or without good cause failed to pay bills or otherwise failed to perform its obligations to subcontractors, materialmen, employees of this or any other government body or agency in similar contracts. In determining the lowest responsible bidder and its qualifications, the following elements, in addition to those above mentioned, will be considered; Whether the bidder (1) maintains a permanent place of business; (2) has adequate plant and equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to the work; (4) has appropriate technical experience.

Each bidder must supply the following certified statement. Failure to do so shall be deemed a material defect in the bid, resulting in rejection of the bid:

Commonwealth of Pennsylvania

County of \_\_\_\_\_) SS: Philadelphia

I am the (President, Partner, Owner) of \_\_\_\_\_ J&M Preservation Studio, LLC  
\_\_\_\_\_, the bidder herein.

I know that the bidder, \_\_\_\_\_ J&M Preservation Studio, LLC, has not previously failed to perform properly, or complete on time, contracts of a nature similar to that bid upon; is qualified to perform the contract; has not repeatedly or without just cause failed to pay bills or otherwise failed to perform its obligations to sub-contractors, materialmen, employees, of this or any other government or agency in similar contracts.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

J&M Preservation Studio, LLC

Company Name

*Melanie K Rodbart*

Sign Name

3rd Melanie K. Rodbart

Print Name

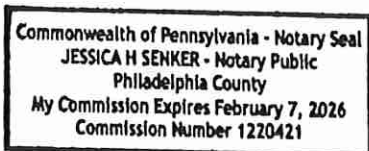
Principal

Print/Type Title

Subscribed and Sworn to  
Before me this 3rd day  
Of January 2024.

*Jessica H. Senker*  
Notary Public of: PENNSYLVANIA  
My commission expires: 2/7/2026

03/22



APPENDIX H


COUNTY OF DELAWARE  
SUBMISSION FORM

Proposers must arrange their proposals in tabs. Below are the required tabs. The content of the tabs is described in the RFP.

- a. Tab 1 – Transmittal Letter (1 page)
- b. Tab 2 – Firm Background and Experience (Maximum 5 pages)
- c. Tab 3 – Organizational Chart (Maximum 10 pages)
- d. Tab 4 – Project Approach and Work Schedule (Maximum 4 Pages)
- e. Tab 5 – Budgeting, Change Order and Schedule Controls (Maximum 2 pages)
- f. Tab 6 – Proof of Current Insurance Coverages
- g. Tab 7 – Completed Executed Forms & Attachments

Firm: J&M Preservation Studio, LLC Date: 01/03/2024

Authorized Representative (Print): Jessica H. Senker

Signature:  Title: Principal

Telephone #: 215-769-1133 Fax #: N/A



COUNTY OF DELAWARE

**ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM**

I, Jessica H. Senker  
of the firm J&M Preservation Studio, LLC

Hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in this Submission Package.



\_\_\_\_\_  
(Signature)  
Principal

\_\_\_\_\_  
(Type or Print of Affiant and Title, under Signature)

January 3, 2024  
(Date)

APPENDIX J

**STATEMENT OF INDEBTEDNESS**

Bidders shall provide as part of their bid a statement under oath that (a) they are not indebted to the County of Delaware, (b) are not in breach of any contract previously awarded by the County and (c) are not a party to any pending action either at law or equity in which they are asserting an affirmative claim for damages or other relief against the County of Delaware. Failure to provide the required statement shall disqualify the bidder.

J&M Preservation Studio

\_\_\_\_\_  
(Name of Contractor)

*Melanie K. Rodbart*

\_\_\_\_\_  
(Type or print name of affiant under signature)

Melanie K. Rodbart

Subscribe and sworn to

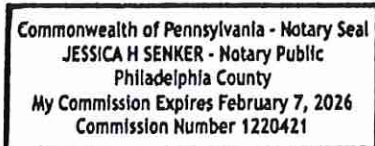
Before me this 3<sup>rd</sup> day

of January 2024

*Jessica H. Senker*

Notary Public of PENNSYLVANIA

My Commission Expires FEBRUARY 7, 2026



**COUNTY OF DELAWARE**

**MEDIA, PENNSYLVANIA**

**AGREEMENT FOR PAYMENT OF COMMODITY**

The contractor or vendor realizes that as a County, payment cannot be made on a bill-presented basis.

Therefore, the contractor or vendor, hereby agrees to accept payment within a reasonable time after presentation of invoice and properly executed documentation as well as signed vouchers pertaining to same.

Payment in the normal circumstance should not exceed 60 days.

Jessica H. Senker

\_\_\_\_\_  
**Name of Official for Company**

J&M Preservation Studio

\_\_\_\_\_  
**Name of Company or Business**

105 Rutgers Avenue, #244  
Swarthmore PA 19081

\_\_\_\_\_  
**Address**

Date: January 3, 2024



J&M PRESERVATION STUDIO, LLC  
ARCHITECTURE & ENGINEERING  
105 RUTGERS AVENUE, #244  
SWARTHMORE, PA 19081  
P: 215 769 1133 F: 215 769 1173  
WWW.JMPRESERVATION.COM  
JESSICA H. SENKER, AIA  
MELANIE K. RODBART, PE

3 January 2024

Ms. Lisa L. Jackson, QPA  
Director of Central Purchasing  
County of Delaware  
201 West Front Street  
Media, PA 19063

Re: Appendix L - Letter of Qualification

Dear Ms. Jackson:

The undersigned has reviewed our Qualification Statement submitted in response to the Request for Proposal (RFP) issued by the County of Delaware, dated November 27, 2023, in connection with the County's need for **PROFESSIONAL DESIGN SERVICES for REHABILITATION OF THE 1724 CHESTER COURTHOUSE**.

We affirm that the contents of our Qualification Statement (Qualification Statements found in Appendix H- Tab 2 is incorporated herein by reference) are accurate, factual, and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of J&M Preservation Studio.

A handwritten signature in blue ink, appearing to read 'J.H. Senker', is written over a horizontal line.

Signature of Chief Executive Officer:

Typed Name and Title: Jessica H. Senker, AIA, *Principal*

Type Name of Firm: J&M Preservation Studio

Dated: January 3, 2024



J&M PRESERVATION STUDIO, LLC  
ARCHITECTURE & ENGINEERING  
105 RUTGERS AVENUE, #244  
SWARTHMORE, PA 19081  
P: 215 769 1133 F: 215 769 1173  
WWW.JMPRESERVATION.COM  
*JESSICA H. SENKER, AIA*  
*MELANIE K. RODBART, PE*

3 January 2024

Ms. Lisa L. Jackson, QPA  
Director of Central Purchasing  
County of Delaware  
201 West Front Street  
Media, PA 19063

**Re: Appendix M - Letter of Intent**

Dear Ms. Jackson:

The undersigned, as Respondent, have submitted the attached Qualification Statement in response to a Request for Proposal (RFP), issued by the County of Delaware, dated November 27, 2023, in connection with the County's need for **PROFESSIONAL DESIGN SERVICES for REHABILITATION OF THE 1724 CHESTER COURTHOUSE.**

J&M Preservation Studio HEREBY STATES:

1. The Qualification Statement contains accurate, factual, and complete information.
2. J&M Preservation Studio agrees to participate in good faith in the procurement process as described in the RFP and to adhere to the County's procurement schedule.
3. J&M Preservation Studio acknowledges that all costs incurred by it in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFP or any negotiation which results there from shall be borne exclusively by the Respondent.
4. J&M Preservation Studio hereby declares that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the County.
5. J&M Preservation Studio declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. J&M Preservation Studio acknowledges and agrees that the County may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the County shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.

J&M PRESERVATION STUDIO  
PROJECT

7. J&M Preservation Studio acknowledges that any contract executed with respect to the provision of design services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.



Signature of Chief Executive Officer:

---

Typed Name and Title: Jessica H. Senker, AIA, *Principal*

Type Name of Firm: J&M Preservation Studio

Dated: January 3, 2024

**Pennsylvania Department of State**  
 Bureau of Corporations and Charitable Organizations  
 PO Box 8722 | Harrisburg, PA 17105-8722  
 T: 717-787-1057  
[dos.pa.gov/BusinessCharities](http://dos.pa.gov/BusinessCharities)

**Regarding:** J&M Preservation Studio, LLC  
**Request Type:** Subsistence Certificate **Issuance Date:** January 02, 2024  
**Request No.:** 027974439 **File No.:** 0004215577  
**Receipt No.:** 000842112  
**Filing Type:** Domestic Limited Liability Company  
**Filing Subtype:** Limited Liability Company  
**Initial Filing Date:** September 20, 2013  
**Status:** Active

**TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:**

I DO HEREBY CERTIFY THAT

J&M Preservation Studio, LLC

is currently subsisting on the records of the Department of State as of the issuance date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of my office to be affixed, the day and year above written

*Albert Schmidt*

**Albert Schmidt**  
 Secretary of the Commonwealth

Verify this certificate online at [www.file.dos.pa.gov](http://www.file.dos.pa.gov)

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 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:

[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 \_\_\_ LLC [X] 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: J&M Preservation Studio

By: [Signature]

Name: Jessica H. Senker
Title: Principal
Date: January 3, 2024



**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](mailto: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](mailto:CentralPurchasing@co.delaware.pa.us).

Schedule A  
Delaware County  
Political Contribution Disclosure Form

Reportable Contributions within Past 24 Months

Name of Contractor: J&M Preservation Studio

Date: January 3, 2024

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

## APPENDIX Q

## DIVERSITY BUSINESS ENTERPRISE PROGRAM (DBE) PROGRAM

For DBE tracking purposes, the County requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following subcontractor/ consultant statement.

### COUNTY OF DELAWARE DIVERSITY BUSINESS DEFINITIONS

**Diversity Business Enterprise (DBE's)** are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

**Minority:** A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
- c. Native American or Alaskan native, persons who have origin in any of the original peoples of North America
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

**Minority-owned business (MOB)** is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

**Woman-owned business (WOB)** is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

**Service-Disabled Veteran-owned business (SDOV)** is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service-disabled veteran.

**Small Business (SB)** is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

**Subcontractor/Consultant Statement**  
*(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)*

We J&M Preservation Studio, LLC do certify that on the  
(Bidder/Proposer Company Name)

1724 Chester Courthouse - Professional Design Services  
(Project Name)

\$ 66,000  
(Amount of Bid)

**Please select one:**

**Option A: Intent to ~~subcontract using~~ Diversity Businesses** J&M Preservation Studio, LLC is 100% WOB

~~A Diversity Business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated dollar value of the amount that we plan to pay is: \$ \_\_\_\_\_.~~  
*Estimated Amount of Subcontracted Service*

**Diversity Business Enterprise Utilization**

Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business
Prime: Architectural/Engineering/Preservation		SB, WOB	J&M Preservation Studio

**Option B: Intent to perform work without using Diverse Businesses**

No Diversity Business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s).

DATE: 01/03/2024 COMPANY NAME: J&M Preservation Studio, LLC

SUBMITTED BY: Jessica H. Senker TITLE: Principal  
(Authorized Representative)

ADDRESS: 105 Rutgers Avenue, #244, Swarthmore PA 19081

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NO: 215-769-1133



JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS  
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

**J&M Preservation Studio, LLC**

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at [www.sba.gov/wosb](http://www.sba.gov/wosb).

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Jessica Senker
NAICS: 541310, 541330 UNSPSC: 81101505, 81101508
Certification Number: WOSB171995
Renewal Date: September 30, 2024
WOSB Regulation Expiration Date: 9/30/2026

Elizabeth M. Walsh, Women's Business Enterprise Center - East President

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification



## NOTICE OF SMALL BUSINESS SELF-CERTIFICATION



The Department is pleased to announce that

### **J&M PRESERVATION STUDIO LLC**

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, with the following designation:

BUSINESS TYPE(s):

**Building Design Services**

CERTIFICATION NUMBER: **413587-2023-10-SB**

CERTIFICATION TYPE: **SMALL BUSINESS**

ISSUE DATE: **10/10/2023**

EXPIRATION DATE: **10/10/2025**

RECERTIFIED DATE:

A handwritten signature in black ink that reads "Kerry L. Kirkland". The signature is written in a cursive style with a large, looped initial 'K'.

Kerry L. Kirkland, Deputy Secretary  
Bureau of Diversity, Inclusion & Small Business Opportunities





# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Anny Laepple, Library Services

**ITEM TYPE:** Professional Service Agreement

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of a Professional Services Agreement between the County of Delaware and Mugo Web for the development of a new website for Delaware County Libraries in an amount not to exceed \$42,625. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 49-5851-659136

**ESTIMATED/ACTUAL COST OF REQUEST:** \$42,625.00

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Please see attached supporting documents.

**ATTACHMENTS:**

[Mugo Web Summary Memo.pdf](#)

[Mugo\\_Web\\_-\\_DCL\\_Contract\\_3.2024.pdf](#)



## DELAWARE COUNTY LIBRARIES

340 N. Middletown Rd.  
Fair Acres, Building #19  
Media, PA 19063-5597  
610-891-8622  
Fax: 610-891-8641  
[www.delcolibraries.org](http://www.delcolibraries.org)



### COUNCIL

Dr. Monica Taylor  
Chair  
Richard R. Womack, Jr.  
Vice Chair  
Kevin M. Madden  
Elaine Paul Schaefer  
Christine A. Reuther

## INTER-OFFICE CORRESPONDENCE

**DATE:** March 22, 2024

**TO:** County Council

**FROM:** Anny Laepple, Assistant Director, Library Services

**SUBJECT:** Council Action – Professional Services Agreement

I am forwarding for your review and approval a Professional Services Agreement with Mugo Web for the development of a new, fully accessible website for Delaware County Libraries.

At the December 6, 2023, meeting, Council approved the advertisement of a Request for Proposal for this project. The RFP was released on January 4, 2024, and 22 responses were received by the January 29, 2024, deadline.

A committee of five cross-functional Library Services staff members reviewed redacted proposals. Nine proposals were fully reviewed and scored using an evaluation matrix, while the cost of 13 proposals was deemed to exceed the budget by too far a margin to be viable options.

After evaluating each proposal for the understanding of the project objective, deliverables, technical specifications, cost, and overall quality, the committee identified Mugo Web as the recommended vendor.

In consultation with the Solicitor, the attached contract was drafted.

This project was included in the approved uses of County ARPA funding that was allocated to Library Services by Council at its May 4, 2022, meeting.

## DEVELOPMENT MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT** (the “**Agreement**”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between Mugo Web (“**Developer**”), a Canadian corporation, with its principal place of business 332 Columbia Street Unit 205, New Westminster, BC and the County of Delaware, a political subdivision of the Commonwealth of Pennsylvania with its principal place of business at 201 W. Front Street, Media, PA 19063 (“**Client**”).

### RECITALS

**WHEREAS** the parties have negotiated the terms of one or more SOWs (as such term is defined below), which SOWs incorporate by reference this Master Services Agreement;

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### **1. PERFORMANCE OF SERVICES**

- 1.1.** Developer agrees to diligently perform the services, duties and responsibilities set forth in the SOWs (collectively, the “**Services**”) and to create, develop and deliver to Client those Deliverables and the Software set forth in such SOWs. For purposes of this Agreement, “**SOW**” means a document in electronic or paper form agreed to in writing by both parties that describes specific Services, the Deliverables and the Software to be provided by Developer to Client, and setting forth the scope, work schedule, estimated or actual delivery dates, rates, prices, payment terms and other parameters, if applicable, related to those Services, the Deliverables and the Software. (For purposes of this Agreement, the “**Software**” shall mean the final software solution comprised of the Deliverables to be developed by Developer hereunder.)
- 1.2.** Developer will devote such of its time, attention and energy as is necessary to perform the Services and create, develop and deliver the Deliverables and the Software as contemplated hereunder. In order to perform the Services and deliver the Deliverables and Software hereunder, Developer and Client shall make themselves reasonably available at such times and locations as they may reasonably and mutually agree.
- 1.3.** Subject to Section 19, Developer shall deliver the Deliverables and the Software on the schedules set forth in the SOW.
- 1.4.** The parties shall meet regularly during the Term to discuss progress of the Services, any anticipated problems (resolved or unresolved), and any indication of delay in fixed or tentative schedules. (Either party may delay or reschedule such meetings by providing any form of notice to the other party. Failure for such meetings to occur shall not constitute a material breach of this Agreement; however, Client acknowledges that its delay or non-attendance at such meetings may impact the delivery schedules set forth in the SOWs and hereby waives any claims it may have against Developer resulting therefrom.)
- 1.5.** In addition to the obligations set forth in Section 1.4, Client will supply a single point of contact for Developer who is responsible for coordinating and escalating meeting requests as necessary.

## 2. ACCEPTANCE

- 2.1. Upon completion of each development phase set forth in an SOW (each, a “**Development Phase**”), each Deliverable will be delivered to Client and installed in the appropriate Client repository-testing environment for review by Client. Client shall have up to five (5) business days from the date of delivery of such Deliverables to inspect, test and evaluate such Deliverables. Deliverables will be deemed accepted if they meet the functional intent of the Deliverables set forth in the SOW as determined by Client in its reasonable discretion (the “**Acceptance Criteria**”).

In the event Client rejects any Deliverable because it does not meet the Acceptance Criteria, it shall notify Developer of the defects causing the rejection of the Deliverable and Developer will then have ten (10) business days following the date it receives Client’s written notice of defect to correct the Deliverable, and resubmit to Client for further review. Upon delivery of the corrected version of the Deliverable, the testing process will be repeated until Client accepts the Deliverable.

- 2.2. Following completion of all Development Phases, the Software will be sent for final review (“**Final Delivery**”) to Client and all Deliverables and the Software will be deemed accepted when the Software performs the functional intent set forth in the SOW as determined by Client in its reasonable discretion.

## 3. SCOPE CHANGE REQUESTS

- 3.1. Client may, from time to time, request changes in the scope of the Services (a “**Change Request**”). Upon receipt of a Change Request, Developer shall evaluate such requested changes, and shall, within ten (10) days of such Change Request, submit to Client a written response (the “**Change Order**”) to the Change Request. The Change Order shall indicate, among other things, the extent to which the Change Request will impact the fees, SOW and/or Acceptance Criteria. If Client accepts such Change Order (such acceptance to be indicated in writing), the Change Order will be incorporated by reference into this Agreement and will be deemed to amend and modify this Agreement and the SOW to the extent specified in the Change Order. Should Client not accept the Change Order, this Agreement and the SOW shall continue in full force and effect, unamended.

## 4. WARRANTY

- 4.1. Developer warrants that all Services shall be performed in a workmanlike manner and with a degree of professional diligence and skill in conformance with generally accepted professional standards prevailing at the time the Services are performed.

## 5. INTELLECTUAL PROPERTY

- 5.1. Developer hereby assigns to Client all right, title and interest in and to the Deliverables and the Software and any work product created or developed by Developer for Client under the terms of this Agreement (“**Work Product**”).

- 5.2. To the extent reasonably requested by Client, Developer shall execute such documents and do such things as may be required to transfer to Client the rights in and to the Deliverables, the Software and the Work Product and secure any copyright, patent right or other intellectual property right

therein at no cost to Client; provided that Client shall reimburse Developer for any and all out-of-pocket expenses incurred by Developer in connection with the foregoing.

- 5.3. Client acknowledges that Developer owns or holds licenses to use and sublicense various preexisting development tools, routines, subroutines, processes, methods, designs and know-how, whether or not copyrightable or patentable, that Developer may use or include in the Deliverables, the Software or the preparation of the Work Product (“**Background Technology**”). Developer retains all right, title and interest in and to the Background Technology, including, without limitation, all copyright, patent rights and trade secret rights therein. Developer grants Client a non-exclusive, perpetual, worldwide license to use the Background Technology solely to the extent such is incorporated into the Deliverables, the Software and the Work Product; provided that Client shall have no right to make any commercial use of the Background Technology independent of the Deliverables, the Software and the Work Product.

## 6. INTELLECTUAL PROPERTY & INDEMNIFICATION

- 6.1. Developer represents and warrants that Deliverables, the Software (and Client’s use thereof) and the performance of the Services by Developer will not infringe upon the copyright, trade secret rights or patent rights of any third party. To the extent that the Deliverables, the Software or any Work Product is developed containing any material or content for which a third party has an exclusive intellectual property right, Developer shall at its own expense obtain a license from the owner of such material permitting the use of such material in connection with the Services, the Deliverables, the Software and/or the Work Product, and granting Developer the right to sublicense its use to Client.
- 6.2. In the event any portion of the Deliverables, the Software and/or Work Product is held or believed by Developer to be in breach of any third party’s patent right, copyright or trade secret right (such portion to be deemed the “**Infringing Materials**”), then Developer shall, at its sole expense and at its option: (i) obtain from such third party the right for Client to continue to use the Infringing Materials; (ii) modify or replace the Deliverables, the Software and/or the Work Product to avoid and eliminate such infringement or misappropriation, as the case may be (provided such modifications do not negatively affect the operation of the Software); or (iii) with the consent of Client, remove and disable the Infringing Materials.
- 6.3. Developer shall, at its expense, defend and indemnify Client from and against any claims, liabilities, penalties and/or damages resulting from any third party legal proceeding brought against Client as a result of: (i) breach by Developer of any of its obligations, representations or warranties hereunder; and (ii) the negligence or willful misconduct of Developer, provided that: (A) Client provides notice of the claim within ninety (90) days to Developer; (B) Client gives Developer sole control of the defense and settlement of the claim (provided that Developer may not settle any claim that imposes any liability or obligation on Client, nor admits any guilt or liability on the part of Client, without the written permission of Client; and provided further to Client shall have the right to retain its own counsel at its expense to represent its interests at any proceedings); (C) Client provides to Developer, at Developer's expense, all reasonably available information, assistance and authority to defend any such proceeding (provided that Developer shall not, without the consent of Client, settle any claim that results in any admission of guilt or wrongdoing on the part of Client, or imposes upon Client any monetary penalty or obligation without the written consent

of Client); and (D) Client has not compromised or settled such proceeding without Developer's prior written consent. Developer shall maintain insurance as shown on Exhibit A.

## **7. PAYMENT TERMS**

- 7.1.** Developer shall invoice Client at the end of each calendar month for the services performed in that month as set forth in the SOW. Client shall pay to Developer the fees within forty-five (45) days of the date Client receives such invoice.
- 7.2.** All fees are exclusive of all applicable taxes, duties and similar levies. Client shall pay all applicable taxes and assessments arising on or in connection with the provision of the Services under this Agreement (other than taxes based upon the net income of Developer).

## **8. CONFIDENTIALITY**

- 8.1.** Each party (the “**Receiving Party**”) agrees that it shall not, at any time during or after the Term of this Agreement, disclose or disseminate to any other person or entity, or use except as permitted by this Agreement, any information regarding the operations, business, data, processes, technology, software or products of the other party (the “**Disclosing Party**”) obtained during the course of performance under this Agreement (the “**Confidential Information**”). Confidential Information shall not include information which: (i) has become publicly known to the Receiving Party without breach of this Agreement or any other confidentiality obligation; (ii) has been given to the Receiving Party by a third party with a legal right to so disclose; (iii) was known to the Receiving Party at the time of disclosure as evidenced by its written records; (iv) was independently developed by the Receiving Party without reference to or use of the Confidential Information; or (v) is required to be disclosed by applicable law, statute, rule, regulation, court order, discovery request, subpoena, or similar demand, or applicable regulatory authorities or legal process, but in such event only to the extent required to be disclosed and after due notice is given to the other party, unless such notice is not practicable or is prohibited by law.
- 8.2.** Each party shall ensure that any Confidential Information obtained from the Disclosing Party shall be disclosed only to the Receiving Party's employees, contractors and agents on a "need-to-know" basis, and that such employees, contractors and agents shall be bound by an obligation of confidentiality similar to the obligations of the Parties in this Article 8.
- 8.3.** The parties hereto acknowledge that the Disclosing Party shall suffer immediate and irreparable harm in the event of actual or threatened breach by the Receiving Party of its obligations of nondisclosure assumed hereunder and the Disclosing Party shall be entitled to seek immediate injunctive relief restraining the party from the breach or threatened breach, in addition to any other remedies available to it in law or equity.

## **9. TERM/TERMINATION**

- 9.1.** This Agreement shall be effective upon its execution by both parties and shall remain in effect until the earlier of: (i) if an expiry date is specified in the SOW, such expiry date; (ii) each party has fully performed its obligations hereunder; or (iii) this Agreement is terminated by a party as permitted herein (the “**Term**”).

**9.2.** Subject to Section 10, Client may terminate this Agreement or any SOW hereunder for any reason by giving ten (10) days' written notice to Developer.

**9.3.** In addition, either party may terminate this Agreement or any SOW if the other party has breached a material provision of this Agreement and such breach has not been rectified within five (5) days of notice from the non-breaching party.

**9.4.** Notwithstanding the foregoing, either party may terminate this Agreement or any SOW by written notice to take effect immediately if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed of its business; or a voluntary or involuntary petition in bankruptcy is filed or proceedings for the re-organization or windingup of such party are instituted.

## **10. EFFECT OF TERMINATION**

**10.1.** Upon the termination of an SOW or of this Agreement, as the case may be, Developer shall immediately turn over to Client the Deliverables, the Software, the Work Product, completed programs, reports, data, specifications, diagrams and all other material generated during the performance of the SOW as the case may be. In addition, all amounts owing or accrued to Developer hereunder to the date of termination shall immediately become due and payable. Developer shall, within thirty (30) days after the effective date of termination, send Client an invoice for all work performed and all applicable charges incurred under the SOW prior to the effective date of termination.

## **11. LIMITATION OF LIABILITY**

**11.1.** Except with respect to a party's indemnification obligations hereunder, neither party will be liable to the other party or any third party under any theory of law, for any indirect, incidental, punitive, or consequential damages, including, but not limited to loss of profits, business interruption, and/or loss of information or data, even if advised of the possibility of such damages, incurred or suffered by the other arising as a result of or related to the services, the deliverables, the software or this agreement.

## **12. INDEPENDENT CONTRACTOR**

**12.1.** The performance by Developer of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between Developer and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

**12.2.** Each party will be solely responsible for fulfilling all tax collection, payment and reporting obligations on its behalf and on behalf of its employees, subcontractors, and agents, including, without limitation, all payroll taxes, provincial/state or federal unemployment insurance contributions, disability insurance contributions, and/or social security taxes which may be due and payable in connection with the compensation provided or the work performed hereunder.

**13. GOVERNING LAW/ATTORNMEN**

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. Developer 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.

**14. PUBLICITY**

Neither party shall create, publish, distribute or permit any written material, press release or other announcement, which includes the name of the other party or otherwise describes the relationship contemplated by this Agreement, without first receiving the prior written consent of such party.

**15. NO WAIVER / AMENDMENTS**

The waiver by any party of any breach of a covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

**16. SURVIVAL**

Notwithstanding anything to the contrary herein, those provisions of this Agreement which, by their purpose or nature, are intended to survive expiration or termination of this Agreement, shall survive expiration or termination of this Agreement.

**17. FORCE MAJEURE**

Non-performance (other than timely payment) under this Agreement will be excused, and neither party will bear any resulting liability to the other, to the extent that such performance is rendered impossible or delayed by natural causes or any other cause beyond the reasonable control of the nonperforming party.

**18. NOTICES**

Notices or other communication under this Agreement will be in writing and will be effective when delivered personally or by overnight courier, emailed with return acknowledgement, or mailed, postage prepaid, by certified or registered mail to each party at the address set forth above (or to such other address as either party may from time to time provide the other).

**19. HEADINGS & INTERPRETATION**

The section and subsection headings used in this Agreement are for reference and convenience only, and shall not affect in any way the meaning or interpretation of the Agreement. The attached SOW, including all approved amendments, are incorporated into and a part of this Agreement. In the event of any conflict or inconsistency between a provision of a SOW and one or more provisions of this



Agreement, the provision of the SOW shall prevail and govern the interpretation thereof, but only to the extent of the conflict or inconsistency.

**20. ENTIRE AGREEMENT**

This Agreement (including any SOW) represents the entire agreement between the parties concerning the subject matter hereof, and may not be modified except in a writing signed by both parties. This Agreement will be binding on and will inure to the benefit of the parties hereto, and their heirs, administrators, successors, and permitted assigns. The unenforceability of any provision of this Agreement will not affect the remaining provisions or any portion(s) thereof. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

**21. ASSIGNMENT**

Neither party may assign all or any part this Agreement or any rights hereunder, without the written consent of the other party, which consent shall not be unreasonably withheld; provided, however, nothing herein shall restrict a party's ability to assign this agreement to an affiliate or an acquirer of all or substantially all of such party's assets following written notice to the other party.

**[signature page follows]**

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by their duly authorized representatives.

**COUNTY OF DELAWARE**

**MUGO WEB**

By: \_\_\_\_\_

By: Peter Keung

Name: Dr. Monica Taylor

Name: Peter Keung

Title: Council Chair

Title: Managing Director

Date: \_\_\_\_\_

Date: March 22, 2024

ATTESTED:

County Clerk



1177 West Hastings Street, Suite 200, Vancouver, BC V6E 2K3  
T. (604) 669-9600 | 1 (866) 669-9602 | F. (604) 683-9316

**CERTIFICATE OF INSURANCE**  
**No. 23-002**

This is to certify to: **To Whom It May Concern**

that the following described policy(ies) or cover note(s) in force at this date have been effected to cover as shown below:

Named Insured: **eZ Enterprise Open Source Corporation dba Mugo Web**  
Address: **205 - 332 Columbia Street  
New Westminster, BC V3L 1A6**

Description of operations and/or activities and/or locations and/or vehicles to which this certificate applies:

**Evidence of Insurance**

Type	Insurer(s)	Policy Number	Policy Period from (mm/dd/yyyy) to (mm/dd/yyyy)	Limit of Insurance
Commercial General Liability Occurrence basis	Various Underwriters—100% through Victor Insurance Managers Inc.	TGL614869	06/06/2023	\$2,000,000
			to 06/06/2026	\$500,000
				Bodily Injury and Property Damage—each Occurrence Tenant's Legal Liability

**Additional Information:**

This certificate is issued as a matter of information only and is subject to all the limitations, exclusions and conditions of the above-listed policies as they now exist or may hereafter be endorsed.

Limits shown above may be reduced by Claims or Expenses paid.

**BFL CANADA Risk and Insurance Services Inc.**

Signed in Vancouver, BC on May 31, 2023

Per:   
Karen Stewart - Authorized Representative



# Certificate of Insurance

Issued to: To Whom It May Concern

Errors and Omissions and Cyber Insurance  
Policy TIP614869

1. NAMED INSURED: EZ ENTERPRISE OPEN SOURCE CORPORATION  
O/A MUGO WEB

2. INSURED'S Address: 205-332 COLUMBIA ST  
NEW WESTMINSTER BC V3L 1A6

3. Policy Period: from 06 June 2023 to 06 June 2026  
at 00:01 local time at the INSURED'S address  
shown above without tacit renewal

4. LIMITS OF LIABILITY: \$ 100,000 per CLAIM  
\$ 200,000 annual aggregate

Coverage Includes: (a) NETWORK AND SECURITY BREACH  
(b) PRIVACY BREACH  
(c) ADVERTISING INJURY  
(d) DATA PERSONAL INJURY  
(e) INFRINGEMENT

5. Deductible: \$ 0 per CLAIM

\* All amounts shown in CDN dollars

6. INSURERS: Aviva Insurance Company of Canada 25.00%  
Temple Insurance Company 20.00%  
Everest Insurance Company of Canada 20.00%  
Arch Insurance Canada Ltd. 17.50%  
XL Reinsurance America Inc. 17.50%

This certificate provides the above NAMED INSURED with coverage under the aforementioned policy on file with the INSURERS subject to the terms and conditions thereof and the above LIMITS OF LIABILITY and deductible.

## 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)

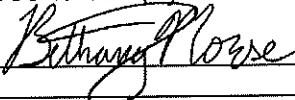
Limited Partnership\_\_\_\_ Partnership\_\_\_\_ LLP\_\_\_\_

**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: Bethany Morse  
Title: Business Development Manager, Mugo Web  
Date: 1/28/2024

## APPENDIX II

The INSURERS have duly authorized Victor Insurance Managers Inc. to execute and sign this Certificate of Insurance.

Dated: 08 April 2023

A handwritten signature in black ink, appearing to read "D. Cook", written in a cursive style.

---

David G. Cook, President  
Authorized Representative

**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](mailto: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](mailto:centralpurchasing@co.delaware.pa.us).

**Schedule A  
DELAWARE COUNTY**

**APPENDIX II**

**POLITICAL CONTRIBUTION FORM**

**Reportable Contributions within Past 24 months**

Name of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

Contributor*	Candidate	Date	Amount	Relationship of Contributor to Contractor

\*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.

**APPENDIX II**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Kate McGeever, Workforce Development

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of a contract between Workforce Development and Perch Advisors LLC for \$45,000 to provide EMS Industry Partnership facilitation for 18 months. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 3324-4467-630333

**ESTIMATED/ACTUAL COST OF REQUEST:** 45000

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** No County match

**ATTACHMENTS:**  
[Perch.pdf](#)

**Contract # Perch**

**STATE FUNDED**

**CONTRACT AUTHORIZATION**

Provider of Services: Perch Advisors LLC  
169 Beach 124<sup>th</sup> Street  
Belle Harbor, NY 11694

Agreement Period: March 1, 2024 thru September 30, 2025

Agreement Amount \$ 45,000.00

Services: Facilitator Industrial Patnership

If this Contract is executed after the date of commencement, the Contract shall be retroactive to commencement date.

CONTRACT SIGNATURES: IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials who are duly authorized.

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Delaware County Council Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Kate McGeever, Director  
Delaware County  
Workforce Development Board

\_\_\_\_\_  
Attest: County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Contract # Perch

LETTER OF AGREEMENT  
FOR PROFESSIONAL SERVICES

Letter of Agreement for Professional Services (“Agreement”) between Perch Advisors LLC (“Consultant Provider, and the County of Delaware (“County”) for its Workforce Development Board (WDB).

I. Background

County wishes to obtain 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, “Exhibit “B” and the “Statement of Work” which is 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 of this Agreement will begin on **March 1, 2024**  
And end on September **30, 2025**
- B. This Agreement may be terminated before the end of the term as Follows:
  - (1) Either party may terminate this Agreement without cause by Giving thirty (30) days written notice to the other.
  - (2) 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 (5) 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.
  - (3) 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 here under, except with respect to compensation earned by and payable to Consultant/Provider hereunder prior to Consultant/Provider's death.

EXHIBIT "A"  
COMPENSATION AND SERVICES

The following compensation to be paid to **Perch Advisors, LLC** ("Consultant/Provider") and list of services to be provided by Consultant/Provider is hereby incorporated into the agreement between Delaware County ("County") for its Workforce Development Board 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

- (1) The County shall pay Consultant/Provider the fees for the Services provided As set forth in A-2 in accordance with the Agreement up to the Maximum Payment, as defined below.
- (2) The total payments under this Agreement to be made by the County for all Services to be provided by Consultant/Provider and expenses incurred by Consultant/Provider pursuant to this Agreement (the "Maximum Payment") **shall not exceed: Forty-Five Thousand dollars. (45,000.00)** during the Term.

A-2. Services

As requested by the Director of the Workforce Development Board (WDB) or her/his designee from time to time, Consultant/Provider shall provide the following services (the "Services") to WDB based upon WIOA regulations

SEE WORK STATEMENT (Attached)

## GENERAL PROVISIONS

The following general provisions are hereby incorporated into the agreement (The Agreement) between Delaware County ("County") for its Workforce Development Board and Consultant/Provider. 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

Consultant/Provider shall comply with all laws, rules and regulations applicable to the Services. Compliance with the Civil Rights Act of 1964 is required. The Consultant/Provider will not discriminate against any employee, client, or other person, because of race, color, sex, religious creed, national origin, 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 the County Solicitor or The Workforce Development Board.

### 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 of benefits by, such third party under the Agreement from either County or Consultant/Provider.

### B-4. Entire Agreement; Waiver

The Agreement constitutes the entire mutual understanding of the parties hereto and supersede any and all written 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.

Delaware County Council hereby acknowledges that it has delivered to the Director of The Workforce Development Board (WDB) or the designated Administrator of WDB authority over the life of this Contract/Agreement to: the following: Sections B5 thru B15.



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 later becomes publicly available through no fault of Consultant/Provider, or it was rightfully later 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 The Workforce Development Board will at all times respect client's confidentiality and right to privacy and shall comply with all relevant laws, U.S. Department of Labor, The Work Force Investment Act, and The Pennsylvania Department Of Labor and Industry Rules and Regulations.

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, for the following two purposes:

1. Increase/decrease the maximum dollar amount in this Contract/Agreement up to 10% of the original amount and/or to increase/decrease the per diem rate for fee-for-service agreements up to 10% where there is no contract/agreement dollar amount. This authorization is contingent on the availability of Federal, State and County funds;

2. Negotiate and, with Consultant/Provider's agreement, make minor program adjustments and revise budget categories and line items under the terms of this Contract/Agreement as long as such changes do not exceed the maximum Amount of funds which the County is obligated to pay under the terms of this Contract/Agreement.

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 irrevocable 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 agreements or under any other documents or agreements executed in connect here with. 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 (4) 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 Workforce Development Board  
 1570 Garrett Road, Suite A  
 Barclay Square Shopping Center  
 Upper Darby, PA 19082  
 Attention: Deborah Callahan
  
- (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 Labor and Industry, The Department of Labor 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 the County) with a value or cost of \$10,000.00 or more over twelve-month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) 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 persons that are necessary to verify the nature and extent of costs incurred the agreement. This paragraph shall survive the termination or expiration of the Agreement.



## **Scope of Work: Collar County EMS Industry Partnership (EMSIP)**

### **Planning and Preparation**

Supporting Delco in the enactment of this project, provide strategy and advisory support to Delco staff to relaunch the industry partnership, in concert with the guidelines for their grant from the State of Pennsylvania. To include preparatory meetings, project scaffolding, timeline and facilitation of employer engagements. Proposed workscope and deliverables are outlined below.

### **Administration, Communication, and Materials Management**

- Develop, design, and deploy all relevant materials related to the successful facilitation of meetings including agendas and presentations
- Manage all digital resources including establishment of a file sharing system, ongoing file management, and digital document support
- Manage and track meeting attendance
- Lead and manage meeting notes, memos, and other documentation of engagements

### **Facilitation of Working Sessions**

- Provide facilitation of up to 10 (bi-monthly) working sessions with employers and education/workforce collaborators on the EMS IP
- Manage materials and interactive engagements within the working sessions
- Manage zoom or other technology in partnership with DelCo for hybrid/virtual working sessions
- Attend coordination and check in meetings with BST team, other working groups and Collar County partners (as appropriate)

### **Survey**

- Codesign employer/worker benchmarking survey, supporting DelCo staff in developing questions and responses needed to track relevant data
- Manage incoming survey data
- Analyze and provide analysis regarding survey data collected

### **Final Deliverables**

- Completed folder of working session materials, meeting minutes and other notes and relevant documents.
- Contribute to the final summary report to include: summary of meeting notes, findings, survey data, actions taken and outcomes of the EMS employer job.

**Excluded from this proposed scope of work:**

- Business and partner marketing and/or outreach
- Space management including the provision of meeting space and refreshments
- Advocacy or lobbying activities
- Fundraising and/or development
- Management and updates to contact lists
- Provision and cost of subscription services (survey or contact management subscriptions)

**Fee Breakdown:**

\$45,000 for 18 months

Year 1 Budget: \$30,000

Year 2 Budget: \$15,000

Budget Line Item	Amount	Purpose
Consultant Cost - Lead	\$35,000	Lead design and facilitation of engagement with EMS IP employers; provide support and strategy to Delco and relevant staff; support design of survey
Consultant Cost - Support	\$7500	Support design and facilitation of engagement with EMS IP employers; support design and analysis of survey
OTPS	\$2500	Affiliated costs with design, facilitation, and survey



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Kate McGeever, Workforce Development

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of a modification of contract between Workforce Development and Beasley Media to add \$10,000 for a website and promotion of the EMS Industry Partnership. Updated contract would be \$149,372. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 3324-4475-630333

**ESTIMATED/ACTUAL COST OF REQUEST:** 10000

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[Beasley.pdf](#)

**MODIFICATION**

**Contract # Comm. (WIOA) Adult, Dislocated Worker & Youth/TANF**

**CFDA# 17.258, 17.259, 17.278 & 93.558**

**CONTRACT AUTHORIZATION**

Provider of Services: Beasley Media Group  
1 Bala Plaza  
Suite 401  
Bala Cynwyd, PA 19004

Agreement Period: July 1, 2022 thru June 30, 2024

Agreement Amount \$ 149,372.00 increase of \$10,000.00 = \$149,372.00

Services Website/Outreach

If this Contract is executed after the date of commencement, the Contract shall be retroactive to commencement date.

CONTRACT SIGNATURES: IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials who are duly authorized.

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Delaware County Council Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Kate McGeever, Director  
Delaware County  
Workforce Development Board

\_\_\_\_\_  
Attest: County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SERVICE AGREEMENT**

**This Agreement by and between the  
DELAWARE COUNTY WORKFORCE DEVELOPMENT BOARD  
(hereinafter referred to as "WDB") and having its principal office at  
1570 GARRETT ROAD, SUITE A, BARCLAY SQUARE SHOPPING CENTER  
UPPER DARBY, PA 19082**

**and**

**BEASLEY MEDIA GROUP  
(hereafter referred to as (" CONTRACTOR")), and having its office at  
1 Bala Plaza, Suite 401, Bala Cynwyd, PA 19004**

**is effective July 1, 2022 thru June 30, 2024**

In consideration of all covenants, obligations, and attachments contained herein, the parties hereto do mutually agree as follows:

A. DCWDB is the entity designated jointly by the Delaware County Workforce Development Board ("DCWDB") and the County Council of Delaware County ("County") to perform each of the following functions within the County: (i) grant recipient and administrative entity for Employment Assistance and Retention Network ("EARN") funds and programs; (ii) grant recipient and single point of contact for Temporary Assistance to Needy Families ("TANF") funds and programs; and (iii) fiscal agent and contracting agent for the DCWDB under the Federal Workforce Innovation and Opportunity Act ("WIOA"). As such, DCWDB is responsible to (1) carry out DCWDB and County policies; (2) comply with the provisions of EARN, TANF and WIOA statutes, regulations and policies, including those of the Commonwealth of Pennsylvania ("State") enacted in compliance with any of these federal statutes; (3) coordinate services provided to individuals who meet the criteria of the funding guidelines (collectively, "Participants"); and (4) enter into contracts with providers of such services as DCWDB deems appropriate. This Agreement is entered into by the DCWDB pursuant to the program(s) indicated with an "X" below:

  X   EARN (See Appendix A-1)

  X   TANF (See Appendix A-2)

  X   WIOA (See Appendix A-3)



B. Contractor hereby represents to DCWDB that Contractor (i) has received and reviewed, and fully understands, DCWDB's "Request for Proposal" to which Contractor responded, including without limitation the descriptive program information contained therein; (ii) is familiar with its obligations under applicable Federal and State laws and regulations, and under County and DCWDB ordinances and policies, and is solely responsible for full compliance therewith; and (iii) is fully qualified to provide to Participants the services per funding guidelines, which services are also described in Contractor's Statement of Work attached hereto as **Exhibit "A"**, which is fully incorporated herein by this reference (collectively, the "Contracted Services").

C. DCWDB and Contractor intend by this Contract to cooperate in support of Contractor's provision of the Contracted Services to Participants who are recruited directly by Contractor or may be referred by DCWDB to Contractor, as provided in Contractor's Statement of Work, in compliance with policies and procedures established by the Federal, State, and local laws regarding mandated documentation. Contractor is required to attend meetings relative to the implementation of the terms of this contract, which are conducted by DCWDB

NOW, THEREFORE, in express reliance upon the above facts and representations, DCWDB and Contractor agree as follows:

1. Participant Selection. Only Participants determined to be eligible shall receive Contracted Services supported by this Contract. Applicants for enrollment shall be recruited by the Contractor and/or referred by DCWDB from the general public of potentially eligible persons, the Contractor shall have primary responsibility for all such recruitment.

Contractor shall offer to each applicant an equal opportunity for enrollment, and shall not discriminate against any applicant in violation of any Federal or State law related to equal opportunity, provided that Contractor shall comply with all of the following criteria in its enrollment of Participants:

- (a) each Participant shall be enrolled as permitted under funding guidelines;
- (b) each Participant's enrollment shall comply with applicable State rules and regulations and with DCWDB and County requirements;
- (d) DCWDB reserves the right to disqualify any participant certified as eligible and enrolled by the Contractor in Contractor's training program that is based on incorrect information submitted by the Contractor to DCWDB; and
- (e) cumulative Participant enrollments shall at the end of each calendar quarter comply with the requirements of Contractor's Statement of Work.

In its recruitment, eligibility determination and enrollment of Participants, Contractor shall at all times comply with DCWDB policies and procedures, including without limitation the use and

timely submittal of reports, documents and/or forms issued by DCWDB. Documentation of Contractor's Participant recruitment, issuance and receipt of applications, and compliance with these enrollment criteria shall be maintained by Contractor in the manner specified by DCWDB from time to time.

2. Participant Services. Contracted Services may be provided only to Participants who have been enrolled as such in compliance with this Contract, and DCWDB shall have no obligation to reimburse Contractor for Contracted Services provided to any individual before (s)he is properly enrolled. Contractor's provision of Contracted Services shall comply in all material respects with Contractor's Statement of Work. Contractor shall utilize facilities that are compliant with the Americans with Disabilities Act. Participants shall be adequately supervised during their participation in Contracted Services.

3. Participant Outcomes. Contractor shall achieve at least the minimum quarterly performance outcomes specified in the Scope of Work, as such outcomes are defined by applicable Federal, State, DCWDB, County and DCWDB rules and regulations.

4. Participant Exits and Carryovers. Contractor will Exit or Carryover all participants at the expiration of the Term. As used herein, "Exit" means (a) a participant completes all primary program services, or (b) a participant remains out of contact without good cause for more than 90 days. Contractor will cease to provide Contract Services to a participant once the participant completes program services. All participants must be "Exited" by the expiration of the Term. When a Participant is exited from the program, the Contractor must submit all relevant documents to DCWDB for review and approval. If Contractor desires to continue to provide a participant primary services beyond the contract end date ("Carryover"), Contractor must submit a request in writing to DCWDB prior to the expiration of the Term. DCWDB will determine the steps necessary to properly evaluate the request. Payment Schedules will not be amended as a result of any participant Carryovers.

5. Financial Provisions.

5.1. Contract Amount. For full and timely performance of Contractor's Statement of Work and other obligations specified herein, DCWDB shall reimburse Contractor up to a maximum of **\$ 149,372.00** subject to adjustment from time to time in writing upon agreement of the parties or unilaterally by DCWDB only as otherwise provided herein. The Contract Amount as it may be adjusted shall be payable to Contractor as provided in Contractor's Budget, Exhibit "A", attached hereto and incorporated herein by this reference; provided that DCWDB's payment obligation is expressly conditioned upon (a) Contractor's timely submittal of "Invoices" as defined herein, and of other reports and information reasonably required by DCWDB in the form at specified from time to time by DCWDB; (b) Contractor's maintenance of its financial records at all times in accordance with Generally Accepted Accounting Principles, as may be verified by DCWDB from time to time; (c) the allowability under applicable Federal and State rules and regulations of all of Contractor's costs

included in an Invoice, and (d) the continued availability to DCWDB of funds payable for services described herein, and (e) Participant payment amounts for wages and all required statutory deductions, incentives, stipends, etc. shall be payable directly by Contractor to participant as provided in Contractor's budget.

5.2 Contract Amount Adjustments. If at any time during the "Term" as defined herein, sufficient funding is not available to DCWDB for purposes of paying to Contractor the full Contract Amount and Participant Payments Amount, including without limitation due to lack of funds received from the State, DCWDB shall promptly notify Contractor in writing of such unavailability, whereupon (a) Contractor shall immediately suspend the Contracted Services, and (b) DCWDB's payment obligations hereunder to Contractor shall cease. DCWDB also may from time to time review Contractor's actual expenditures versus the Budget, and Contractor's actual Participant outcomes versus the Statement of Work, and upon making a written finding that Contractor's spending or performance is substantially below standard, DCWDB may adjust the Contract Amount accordingly by giving written notice thereof to Contractor.

6. Invoicing and Payment. Periodic payments by DCWDB to Contractor shall be made as provided by Contractor's Budget, only upon timely receipt by DCWDB of an Invoice from Contractor and subject to Contractor's timely submittal of information required under Section 8 hereof and otherwise reasonably required by DCWDB. As used herein, "Invoice" means a properly completed written request for payment in the form specified from time to time by DCWDB, and submitted no later than ten (10) days following the month during which the costs were incurred. Each Invoice shall be signed by a representative of Contractor who is authorized to contractually bind Contractor, certifying that all costs included in the Invoice (a) were incurred for delivery of Contracted Services, and (b) were included in the Budget, and (c) complied with Federal and State allowability requirements applicable to WIOA funding (i.e., were reasonable in amount, necessary in purpose, allocable to a cost category and net of applicable credits). Upon receipt of any Invoice, DCWDB shall have \_\_\_ 45 days to evaluate Contractor's compliance with these standards and issue the appropriate payment to Contractor. Contractor shall also comply with all Contract closeout requirements of DCWDB, including without limitation the requirement that Contractor's final Invoice be submitted no later than thirty (30) days after expiration of the Term, as an express condition to DCWDB's obligation to pay amounts owing to Contractor under its final Invoice submitted to DCWDB hereunder. Any payments made to Contractor which are later determined to have been unallowable under applicable Federal or State rules and regulations or this Contract shall be repaid by Contractor to DCWDB within fifteen (15) days after DCWDB's written request therefore to Contractor. DCWDB will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless DCWDB agrees otherwise in writing. Contractor shall be paid only for services acceptable to DCWDB.

## 7 Property Management.

7.1. Lease and Use of Property. Contractor agrees to lease, rather than purchase, any personal or real property to be used in implementation of DCWDB programs funded by this agreement or any amendment hereto. Such property will be used solely for implementing this agreement.

7.2. Contractor Procurement Requirements. Contractor agrees to adhere to the following procurement procedures when obtaining any and all commodities and contractual services including, but not limited to, office supplies, training supplies, equipment, rental agreements, insurance, construction, maintenance, professional and consultant services, and all other goods and services needed to carry out the terms of this agreement.

7.2.a For procurement with a “per increment” cost of five thousand (\$5,000.00) dollars or less, Contractor shall secure three (3) written quotes, and shall lease the items based upon the lowest responsive quote received. Contractor shall submit such documentation when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt of payment of the goods or service.

7.2.b For procurement with a “per increment” cost in excess of five thousand (\$5,000.00) dollars, Contractor shall publicly advertise and secure three (3) written bids, and shall purchase the item(s) based upon the lowest responsive bid received. Contractor shall submit such documentation when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt of payment of the goods or services.

Property management standards of the Workforce Investment Act require adherence to the U.S. Department of Labor regulations contained in OMB circulars A-102 and 29 CFR. All property at “per increment cost of \$2500.00 shall be tagged and identified as property purchased under Workforce Investment Act regulations. Supplies no longer needed for supported programs shall be retained by the fiscal agent, DCWDB. DCWDB may retain all property upon termination of the existing program year contract. The DCWDB property manager or a designated person of the local Workforce Development Board staff may conduct an annual inventory of property purchased with federal/state funds.

8. Indemnity and Insurance. Contractor covenants and agrees to assume, and does hereby assume, all liability for and shall and does agree to indemnify, save harmless and defend DCWDB, the County, and their officials, officers, agents and employees against any and all loss, costs, suits, claims, charges, or damages of any kind and nature by any party arising from negligent acts or omissions of Contractor or its employees, agents or subcontractors, including, in each case, costs, counsel fees and all expenses of a defense, and shall defend any and all actions based upon any such claims or demands. Contractor shall purchase and maintain in effect all commercially reasonable or legally required forms and amounts of insurance coverage

applicable to its activities hereunder, including without limitation worker's compensation insurance for its employees and contractors engaged in providing services described herein; premises liability insurance for facilities supporting those services; and general liability insurance covering all associated activities of Contractor and its directors, employees, agents, contractors and other representatives. Each such policy of insurance shall be deemed primary with respect to any similar insurance carried by DCWDB, and shall provide that it may not be amended or cancelled except upon thirty (30) days advance notice from the insurer directly to DCWDB. Upon request from DCWDB from time to time, Contractor shall provide to DCWDB a written certificate of insurance evidencing coverage of Contractor as required hereby; and Contractor shall comply with any reasonable request by DCWDB to increase its coverage. The certificate of insurance shall show insurance in favor of DCWDB and the named insured. Contractor shall also require of any subcontractor providing services related to this Contract the same accessibility, safety, indemnity, and insurance requirements required of Contractor herein.

9. Reporting; Access to Records.

9.1. Participant Records. Contractor shall submit to DCWDB on a regular basis, according to DCWDB's reporting process, reports in the format specified from time to time by DCWDB which include information on registration, assessment, goals established, services provided, participant progress, outcomes achieved, and projected and actual expenditures. Contractor is required to protect Participants' Personally Identifiable Information (PII) and will be responsible for the timely reporting of any breach of security. Contractor will be responsible for any financial damages resulting from failure to protect Participants' PII. Contractors must use DCWDB's system of record to report and store Participants' intake, assessments, goals, services provided, participant progress, and outcomes achieve. Contractor may use a secondary database only for career services, not PII, after approval from DCWDB.

9.2. Financial Records. Contractor shall maintain an auditable system in accordance with recognized accounting principles in one location all original supplier invoices, employee and Participant timesheets, mileage logs, and other financial records related to every item of cost incurred by Contractor and submitted to DCWDB in an Invoice for reimbursement.

For Contractor costs allocated among two or more fund sources, Contractor shall have prepared, and shall fully implement, a cost allocation plan which complies with applicable Federal and State requirements, which plan shall be maintained in the same location as Contractor's other financial records. Contractor shall comply with all applicable Federal, State and County procurement standards in obtaining from any supplier such goods or services as may be required by Contractor to fulfill its duties hereunder, and shall maintain complete records of such procurement procedures in the same location as Contractor's other financial records.

9.3. Maintenance of Records. Contractor shall maintain all Participant and financial records related to this Contract including an official copy of this Contract and any modifications to it in a secure location at Contractor's sole cost and expense, for no less than seven (7) years after expiration of the Term of this Contract, which period shall be extended if Contractor is notified by DCWDB in a timely manner that there exists any issue as to which such records are relevant, in which case Contractor shall maintain the records until resolution of the issue.

9.4 Monitoring. From commencement of the Term throughout such period of records maintenance, DCWDB or any Federal, State or local official authorized by law shall have full and free access to such records during both announced and unannounced visits. The aforementioned shall have the authority to audit, examine and make excerpts or transcripts from records, including all contracts, invoices, material, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this Contract.

10. Term; Termination; Amendment.

10.1 Term. This Contract shall be in effect for the period of time ("Term") beginning on the date first written above and ending on June 30, 2024 subject to earlier termination or extension only as provided herein.

10.2 Termination. DCWDB may terminate this Agreement at any time without cause by giving thirty (30) days written notice to Contractor. DCWDB may also terminate this Agreement immediately at any time by giving written notice of termination to Contractor and without prejudice to any other rights or remedies DCWDB may have, if Contractor breaches any of its material obligations under this Agreement and does not cure the breach within five (5) business days after Contractor's receipt of notice of the breach which notice shall specify in reasonable detail the nature of the breach.

10.3 Suspension. DCWDB also may unilaterally and at its sole option suspend this Agreement (including suspending further payments hereunder) effective immediately upon notice thereof from DCWDB to Contractor, upon DCWDB's reasonable determination that there exists an immediate and substantial threat to DCWDB's ability to comply with applicable legal requirements due to Contractor's performance or nonperformance hereunder.

10.4 Amendment. This Agreement may be amended (including without limitation to extend its Term) only by written agreement signed by both parties hereto.

11. Contractor Certifications and Assurances. The written and executed certifications in attached hereto and incorporated herein by this reference, which may include certifications regarding nondiscrimination, equal opportunity, lobbying (for contracts over \$100,000) and federal debarment, shall be applicable to Contractor throughout the Term of this Agreement, during which Contractor shall remain currently knowledgeable regarding, and shall comply with, each such written certification and all other federal, state and local statutes,

regulations and ordinances applicable to Contractor during its performance of this Contract. Contractor shall also comply with all applicable restrictions on activities of Participants under Federal and State laws and regulations, including without limitation prohibitions on political or partisan activities, religious activities, and support of or opposition to union organizing activities.

12. Publicity: Contractor agrees that whenever information specifically related to the services funded under this contract is provided to the media or is published, the statement: "The funding for this training is administered by the Delaware County Workforce Development Board", will be included in a prepared press release and given to the media.

The Contractor must comply with the Steven's Amendment when communicating about activities funded under this agreement. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, the Contractor, shall clearly state— (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

13. Applicable Regulations. Contractor agrees to comply with the applicable regulations more particularly described on Appendix A-1, Appendix A-2 and/or Appendix A-3.

14. Independent Contractor. It is expressly acknowledged by the parties that they are independent contracting parties. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, master/servant or partnership or joint venture relationship. Contractor shall be responsible for paying any taxes applicable to payments made under this Agreement.

15. 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. 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.

16. Miscellaneous. This Contract fully expresses all agreements and understandings of the parties hereto relating to its subject matter, and there exists no prior or contemporaneous agreement or understanding regarding this subject which is not stated herein. This Contract is personal as between the parties hereto, and shall not be assignable in whole or in part; any attempt to assign any right or obligation hereunder shall be void at its

inception. Any notice permitted or required hereunder shall be given in writing, and shall only be effective (a) immediately upon delivery in person or by facsimile with the appropriate receipt, or (b) three (3) days after mailing by U.S. Mail properly addressed and with sufficient postage affixed. For notice purposes, the address and facsimile numbers of the parties are as follows; they may be changed only by proper notice as provided herein. The parties 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 this Agreement from either party.

*[Signature Pages Follows.]*



## Appendix A-1

## EARN Regulations

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES EMPLOYMENT  
ADVANCEMENT AND RETENTION NETWORK:  
PROGRAM POLICY AND PROCEDURES MANUAL  
Posted: <https://www.delcoworks.org/about-us/>

Delaware County Workforce Development Board Local Policies  
Posted: <https://www.delcoworks.org/about-us/>

The Employment, Advancement and Retention Network (EARN) Program was created in 1987 in order to address the needs of welfare recipients with barriers to employment and to better coordinate the existing employment and training programs available for them. EARN is currently operating in all 67 Pennsylvania Counties.

The purpose of EARN is to address the needs of welfare and low income individuals with serious barriers to gaining and maintaining employment by providing comprehensive case management, remediation, education with special emphasis on individuals with limited English proficiency, skills training, work activities, job placement and retention activities, as well as providing supportive services, including payment for childcare. Included in EARN are services especially designed to meet the needs of out-of-school pregnant and parenting youth between the ages of 18 to 22, as well as non-assistance custodial or non-custodial fathers. Work activities in EARN include unsubsidized employment, subsidized employment, paid work experience, and community service.

The EARN program unites the services of local Workforce Investment Area (WIA) staff, Bureau of Workforce Development Partnership (BWDP) representatives, educational institutions, and County Assistance Office (CAO) staff. The Department of Human Services provides funding to the Department of Labor and Industry through a Memorandum of Understanding. The Department of Labor and Industry contracts with the WIA fiscal agents who arrange for services in accordance with program rules. A Local Management Committee (LMC) jointly manages EARN at the local level. The LMC is comprised of representatives from each of the above agencies and an economic development representative. Direct Service Teams comprised of CAO, BWDP, and WIA staff provides the primary intervention for all EARN participants.

Enrollment for the program is done through the local County Assistance Office.

## Appendix A-2

## TANF Regulations

Temporary Assistance for Needy Families (TANF) Youth Development Program (YDP)

Desk Guide for Providers to the TANF YDP

Posted: <https://www.delcoworks.org/about-us/>

Delaware County Workforce Development Board Local Policies posted:

<https://www.delcoworks.org/about-us/>

Since 2000, the Commonwealth of Pennsylvania has allocated TANF Youth Development Funds (YDF) from the TANF Block Grant to the Department of Labor & Industry (L&I). Local boards and their youth councils/committees are to use TANF YDF to enhance workforce investment funding and extend the availability of high-quality workforce development activities to low-income youth. This directly aligns with the priorities of the Workforce Innovation and Opportunity Act (WIOA), enacted in July 2014, and is reinforced by a joint statement from the U.S. Departments of Labor (DOL), Health and Human Services (HHS), and Housing and Urban Development (HUD). The act and statement emphasize their shared goal of providing comprehensive services to youth by connecting them to all available resources within their community.

This partnership encourages the network of state and local youth services, workforce development providers, and public housing agencies. This partnership will allow the development of workforce programs for needy and at-risk youth that provide employment, educational experiences, and essential skills such as financial literacy and time management. Additionally, this partnership strongly encourages programs to co-enroll youth in TANF and applicable workforce programs so can benefit from additional services such as occupational skills training and other relevant services.

The goal of WIOA is to improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skills requirements of employers, and enhance the productivity and competitiveness of the nation. WIOA outlines a broader youth vision that supports an integrated service delivery system and gives a framework through which states and local areas can leverage other federal, state, local, and philanthropic resources to support in-school youth (ISY) and out-of-school youth (OSY). Pennsylvania's WIOA Combined State Plan, affirms WIOA's priority of providing high-quality services for disadvantaged youth and young adults beginning with career exploration and guidance, continued support for high-quality case management toward educational attainment, opportunities for skills training in in-demand industries, and occupations. The intention of these collaborative services culminates with

participants enrolling in post-secondary education, developing long-term career pathways, and obtaining a job earning a family or self-sustaining wage.

Pennsylvania's TANF State Plan also supports many of the same WIOA priorities. TANF YDF is directed to L&I to be used for youth workforce programs that include activities that meet TANF purpose number two - end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage. The primary goal of Pennsylvania's TANF Program is to provide support to families as they make the transition from dependence on welfare to self-sufficiency and long-term self-support. The Commonwealth's approach provides a participant with the opportunity to build work skills and work history. The Department of Human services (DHS) is dedicated to helping low-income families become independent while they receive Temporary Assistant for Needy Families (TANF). Additionally, this program supports a family's efforts to work by providing special allowances for work expenses such as childcare and transportation.

Each program year, pending state budget approval, TANF YDF becomes available for the support and benefit of young people in Pennsylvania between the ages of 12 (or those that have completed the 5th grade) and 24 years at the time of enrollment, who are TANF recipients or whose personal monthly gross countable earned income does not exceed 235% of the Federal Poverty Income Guidelines (FPIG). Local workforce development boards (LWDBs), their staff, as well as their LWDB youth committees, and the contracted youth service providers all come together each program year for the planning, execution, monitoring, and oversight of a successful TANF YDP.

## Appendix A-3

## WIOA Regulations

FEDERAL WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUMMARY: The Department of Labor (DOL or the Department) issues this Final Rule to implement titles I and III of the Workforce Innovation and Opportunity Act (WIOA). Through these regulations, the Department reforms and modernizes our nation's workforce development system. This rule provides the framework for changes for statewide and local workforce development systems to increase the employment, retention, earnings, and occupational skill attainment of U.S. workers, particularly those individuals with barriers to employment, so they can move into good jobs and careers and provide businesses with the skilled workforce needed to make the United States more competitive in the 21st Century global economy.

DATES: This Final Rule is effective October 18, 2016. <https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15975.pdf>

Pennsylvania Department of Labor & Industry Workforce System Policy: Pennsylvania Workforce system policies and guidance pertaining to federal and state-funded workforce system programs <https://www.dli.pa.gov/Businesses/Workforce-Development/Pages/Pennsylvania's-Workforce-System-Directives.aspx>

Delaware County Workforce Development Board Local Policies posted: <https://www.delcoworks.org/about-us/>

# Website Design & Development

Custom website designed by Beasley Media Group for CCEMSIP. Copy to be provided from CCEMSIP and edited by Beasley Media Group. Logo creation by Beasley Media Group. Links provided to each county's website landing page. Ability to grow website up to 10 pages. Monthly maintenance plan included. Website URL included on a minimum of a 12 month program. Incremental promotion to the website throughout the year is included and will be determined based on need.



## Built to Convert

Turn site visitors into your new customers

- Contact info on all pages
- Gallery – Showcase your work

**Annual Program Plan: \$10,000**

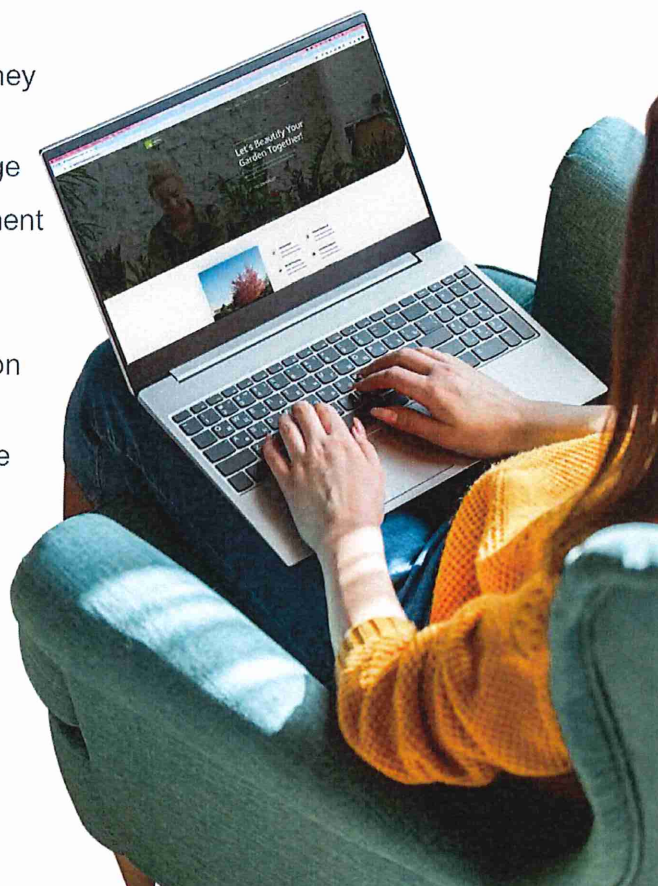
## Mobile Friendly, Fast Loading

Happy customers and Google friendly

## New WordPress Site (up to 10 pages)

Connect New Customers Quickly to the Services they need – Pages can include:

- Homepage with dynamic images of your message
- Information section – Explanation of the recruitment initiative for the CCEMSIP
- Gallery – Showcase your work
- About Us section – History, qualifications, location lists
- Education – Informative articles that demonstrate expertise and purpose of the grant



[VIEW WEBSITE STYLES](#)



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Kate McGeever, Workforce Development

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of a modification of contract between Workforce Development and Delaware County Community College to add \$5,000 for occupational skills summer camp. Updated contract would be \$25,000. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 3324-4453-630333

**ESTIMATED/ACTUAL COST OF REQUEST:** 5000

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** No County match.

**ATTACHMENTS:**  
[DCCC.pdf](#)

**MODIFICATION**

**Contract # DCCCBEP      Dislocated Worker      CFDA# 17.278**

**CONTRACT AUTHORIZATION**

Provider of Services: Delaware County Community College  
901 S. Media Line Road  
Media, PA 19063

Agreement Period: June 1, 2023 thru September 30, 2024

Agreement Amount \$ 20,000.00 increase of \$5,000.00 = \$25,000.00

Services: Teacher/Parent Workshop development, CEU processing and Summer Camp

If this Contract is executed after the date of commencement, the Contract shall be retroactive to commencement date.

CONTRACT SIGNATURES: IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials who are duly authorized.

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Delaware County Council Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Kate McGeever, Director  
Delaware County  
Workforce Development Board

\_\_\_\_\_  
Attest: County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Contract # DCCCBEP

LETTER OF AGREEMENT  
FOR PROFESSIONAL SERVICES

Letter of Agreement for Professional Services (“Agreement”) between  
**Delaware County Community College**  
901 S. Media Line Road, Media Pa 19063  
and **the County of Delaware for its Workforce Development Board** (WDB).

I. Background

County wishes to obtain 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, “Exhibit “B” and the “Statement of Work” which is 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 of this Agreement will begin on **July 1, 2023**  
And end on **September 30, 2024**.
- B. This Agreement may be terminated before the end of the term as Follows:
  - (1) Either party may terminate this Agreement without cause by Giving thirty (30) days written notice to the other.
  - (2) 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 (5) 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.
  - (3) This Agreement and all rights of Consultant/Provider here-



under shall terminate upon Consultant/Provider's death, and neither Consultant/Provider nor his/ her estate shall have any rights here under, except with respect to compensation earned by and payable to Consultant/Provider hereunder prior to Consultant/Provider's death.

EXHIBIT "A"  
COMPENSATION AND SERVICES

The following compensation to be paid to Trustees of the University of PA "Philadelphia Writing Project" ("Consultant/Provider") and list of services to be provided by Consultant/Provider is hereby incorporated into the agreement between Delaware County ("County") for its Workforce Development Board 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

- (1) The County shall pay Consultant/Provider the fees for the Services provided As set forth in A-2 in accordance with the Agreement up to the Maximum Payment, as defined below.
- (2) The total payments under this Agreement to be made by the County for all Services to be provided by Consultant/Provider and expenses incurred by Consultant/Provider pursuant to this Agreement (the "Maximum Payment") **shall not exceed: Twenty-Five Thousand Dollars (\$25,000.00) during the Term.**

A-2. Services

As requested by the Director of the Workforce Development Board (WDB) or her/his designee from time to time, Consultant/Provider shall provide the following services (the "Services") to WDB based upon WIOA regulations

SEE WORK STATEMENT (Attached)

## EXHIBIT "B"

## GENERAL PROVISIONS

The following general provisions are hereby incorporated into the agreement (The Agreement) between Delaware County ("County") for its Workforce Development Board and Consultant/Provider. 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

Consultant/Provider shall comply with all laws, rules and regulations applicable to the Services. Compliance with the Civil Rights Act of 1964 is required. The Consultant/Provider will not discriminate against any employee, client, or other person, because of race, color, sex, religious creed, national origin, 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 the County Solicitor or The Workforce Development Board.

## 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 of benefits by, such third party under the Agreement from either County or Consultant/Provider.

## B-4. Entire Agreement; Waiver

The Agreement constitutes the entire mutual understanding of the parties hereto and supersede any and all written 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.

Delaware County Council hereby acknowledges that it has delivered to the Director of The Workforce Development Board (WDB) or the designated Administrator of WDB authority over the life of this Contract/Agreement to: the following: Sections B5 thru B15.

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 later becomes publicly available through no fault of Consultant/Provider, or it was rightfully later 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 The Workforce Development Board will at all times respect client's confidentiality and right to privacy and shall comply with all relevant laws, U.S. Department of Labor, The Work Force Investment Act, and The Pennsylvania Department Of Labor and Industry Rules and Regulations.

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, for the following two purposes:

1. Increase/decrease the maximum dollar amount in this Contract/Agreement up to 10% of the original amount and/or to increase/decrease the per diem rate for fee-for-service agreements up to 10% where there is no contract/agreement dollar amount. This authorization is contingent on the availability of Federal,

State and County funds;

2. Negotiate and, with Consultant/Provider's agreement, make minor program adjustments and revise budget categories and line items under the terms of this Contract/Agreement as long as such changes do not exceed the maximum Amount of funds which the County is obligated to pay under the terms of this Contract/Agreement.

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 irrevocable 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. Section headings

Section headings are for reference only and shall not affect the interpretation of The Agreement.

B-13. 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 (4) 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 Workforce Development Board

1570 Garrett Road, Suite A  
Barclay Square Shopping Center  
Upper Darby, PA 19082  
Attention: Dawn Berardinelli

- (C) Notices sent to Consultant/Provider shall be sent to the address set forth at the beginning of the Agreement and to the Attention of Associate Director/PD# 10083593
- (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-14. 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 Labor and Industry, The Department of Labor 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 the County) with a value or cost of \$10,000.00 or more over twelve-month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) 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 persons that are necessary to verify the nature and extent of costs incurred the agreement. This paragraph shall survive the termination or expiration of the Agreement.

## Appendix D: Budget Justification

### CAREER & SUPPORTIVE SERVICES

#### B3 Other Program Expenses

\$40,000 to Subrecipient Delaware County Chamber of Commerce for 15 months of business recruitment for BEP activities including hands-on presentations at PA CareerLink® after-school hours, hosting worksite tours, and providing content for digital career exploration tool Road Trip Nation. The Chamber will also coordinate the use of Road Trip Nation with schools and school districts.

\$40,000 to Subrecipient Road Trip Nation to develop digital content for an online platform that students can interact with to learn more about high priority occupations and career pathways specific to Delaware County

\$3,000 for Youth Job Fair- Career Readiness Workshops and Refreshment

#### B5 Supportive Service Funds

\$10,000 Refreshments for youth participating in PA CareerLink® After-School activities.  
\$50/day for 4 days/week for 50 weeks

\$12,000 Transportation for youth participating in worksite tours.  
\$1,000 per bus trip for 15 youth to 12 worksite tours

\$20,000 Incentives for the completion of the “How can PA CareerLink® help youth” workshop.  
\$200 per teacher (50) and parent/guardian (50)

### TRAINING

#### C7 Other Training Expenses

\$20,000 to Subrecipient Delaware County Community College to develop, administer and process Continuing Education Units (CEUs) for “How can PA CareerLink® help youth” workshop

\$5,000 Occupational Skills Summer Camp for middle school age students at Delaware County Technical School or Delaware County Community College during the summer of 2024.  
\$250 per student per week for 20 students



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Kate McGeever, Workforce Development

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval for Workforce Development to enter a contract with Eastern Center for Arts and Technology to provide job seeker training for up to \$5,000 per trainee. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 3324-4450,4453-682203

**ESTIMATED/ACTUAL COST OF REQUEST:** 5000 per trainee

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** No County match.

**ATTACHMENTS:**  
[Eastern Center for the Arts & Technolgy.pdf](#)



Contract#ECFATITA Adult & Dislocated Worker (WIOA) CFDA# 17.258, 17.278

**CONTRACT AUTHORIZATION**

Provider of Services Eastern Center for Arts and Technology  
3075 Terwood Road,  
Willow Grove, PA 19090

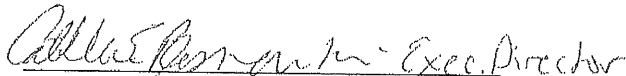
Agreement Period: January 1, 2024 thru June 30, 2025

Agreement Amount Not to exceed \$5,000,00 per participant

Services: Practical Nursing Program

If this Contract is executed after the date of commencement, the Contract shall be retroactive to the commencement date. Please be advised that during the agreement period stated above, Delaware County Workforce Development Staff and/or Federal or State officials are authorized to monitor any/all aspects of this contract.

CONTRACT SIGNATURES: IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials who are duly authorized.

  
Signature/Title

Date: 1/23/2024

Cathleen Plesnarski, Exec. Director  
Print Name and Title

\_\_\_\_\_  
Delaware County Council Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Kate McGeever, Executive Director  
Delaware County  
Workforce Development Board

\_\_\_\_\_  
Attest: County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This updated Agreement by and between the  
**DELAWARE COUNTY WORKFORCE DEVELOPMENT BOARD**  
 (hereinafter referred to as "DCWDB") and having its principal office at  
1570 GARRETT ROAD, BARCLAY SQUARE SHOPPING CENTER, UPPER DARBY, PA 19082  
 and **EASTERN CENTER FOR ARTS AND TECHNOLOGY**  
 hereinafter referred to as "CONTRACTOR") and having its office  
at 3075 Terwood Road, Willow Grove, PA, 19090  
 is effective 01/01/2024-06/30/2025

In consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

ARTICLE

THE PARTIES

- 1.1 CONTRACTOR hereby certifies that it is duly licensed to operate a school, and that CONTRACTOR agrees to provide training in the manner prescribed in this Agreement and consistent with the Assurances as referenced in Article II. CONTRACTOR further certifies that its training program complies with the terms of the WORKFORCE INNOVATION AND OPPORTUNITY ACT. (WIOA).
- 1.2 CONTRACTOR agrees to implement this Agreement in accordance with the WORKFORCE INNOVATION AND OPPORTUNITY ACT, and federal, state and local laws, regulations, policies and procedures. CONTRACTOR understands that nothing in this Agreement will relieve CONTRACTOR from adherence to applicable federal, state and local laws and regulations. Any conflict or inconsistency between the above and laws and regulations and this Agreement will be resolved in favor of those laws, regulations, policies and procedures.
- 1.3 CONTRACTOR shall be responsible for the day-to-day administration, coordination and operation of its program including fiscal and administrative record-keeping and documentation. Failure to comply with any record-keeping requirements will be grounds for DCWDB to withhold payment against submitted invoices until compliance is demonstrated.
- 1.4 The Parties hereto agree and understand that all tuition payments are contingent upon the availability of federal funds and continued federal authorization for program activities under the WORKFORCE INNOVATION AND OPPORTUNITY ACT. All programs, sub grants, and/or contracts may be subject to amendment and termination due to lack of funds and/or authorization. The parties further agree that this Agreement may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels. Any termination shall be by written notice from DCWDB to CONTRACTOR. In the event of termination, CONTRACTOR shall be entitled to payment for approved incurred costs only to the extent that funds are made available to DCWDB to make such payments.
- 1.5 DCWDB reserves the right to cancel this Contract, either in whole or in part, should the CONTRACTOR fail to comply with the Terms, Conditions, and Regulations governing this Contract, which are attached hereto, provided that DCWDB must give written notice of cancellation at least thirty (30) days prior to the effective day of such cancellation. Said right to cancel shall be at the sole discretion of DCWDB; and may be exercised upon DCWDB's

review of CONTRACTOR'S management of the program in light of WIOA's goals and regulations.

- 1.6 CONTRACTOR agrees to allow authorized representatives of DCWDB to monitor classes in which participants are enrolled and to view CONTRACTOR'S records pertaining to students referred and paid for by DCWDB and to view CONTRACTOR'S facilities. Monitoring may consist of on-site review of Program operations and inspections of Program reports, documents, records and activities with or without prior notice to the CONTRACTOR.
- 1.7 At signing of this Contract and as an attachment hereto, CONTRACTOR shall provide proof of insurance/bond that all persons handling funds received or disbursed under this Contract are covered by insurance/bond in the amount of \$100,000.00 or an amount equal to the highest invoice anticipated to said CONTRACTOR in the current year. Said proof of insurance shall be a copy of the face sheet of any new policy or endorsement to existing policy which shall show insurance in the required amount in favor of DCWDB and the named insureds.
- 1.8 CONTRACTOR agrees that whenever information specifically related-to participant(s) funded under this Contract is provided to the media or is published, the statement: "This training is funded under the WORKFORCE INNOVATION AND OPPORTUNITY ACT, (WIOA) and administered by the Delaware County WORKFORCE DEVELOPMENT BOARD," will be included.

## ARTICLE II

### INCORPORATION OF DOCUMENTS BY REFERENCE

- 2.1 This Agreement incorporates by reference the following documents:
  - (1) The School Catalog of CONTRACTOR.
  - (2) This AGREEMENT and the attached Assurances
  - (3) The student's Individual Employment Plan as retained in the DCWDB participant/customer file.
  - (4) The DCWDB Individual Training Authorization.
- 2.2 The documents referenced above, shall be referred to collectively as the "Contract Document". Where there is conflict as between them, the document shall control in this order:
  - (1) This Agreement and the attached Assurances.
  - (2) The DCWDB Individual Training Authorization.
  - (3) The School Catalog of CONTRACTOR.
  - (4) The Individual Employment Plan (IEP).

## ARTICLE III

Individual Training Account Contract

## SCOPE OF SERVICE

- 3.1 CONTRACTOR agrees to provide training at its facility in the occupational training areas provided for a participant at the time of enrollment. The DCWDB Individual Training Authorization for each student shall contain, but not be limited to, the specified weeks of instruction and credit hours per course, and the cost of tuition and fees, as outlined in the school's catalog.
- 3.2 CONTRACTOR may not assign any right or responsibility of this Contract to another party, without the expressed written approval of the Delaware County WORKFORCE DEVELOPMENT BOARD.
- 3.3 CONTRACTOR warrants that the courses, which a participant needs to complete training, are those courses in the school's catalog, and CONTRACTOR warrants that those courses will remain available until the participant completes training.
- 3.4 CONTRACTOR agrees that a Financial Aid Officer will be assigned to work with DCWDB participants to determine their eligibility for PELL grants, scholarships and other grants in aid.
- 3.5 CONTRACTOR agrees to assist participants, where applicable, in applying to all Federal and non-Federal sources of financial assistance, including PELL GRANTS, prior to enrollment in training. CONTRACTOR agrees, however, that its Financial Aid Officer will not encourage participants to apply for loans. CONTRACTOR warrants that no participant, who receives DCWDB assistance and a Pell Grant, will be required to apply for loans to supplement the payment of tuition and fees.
- 3.6 CONTRACTOR agrees to provide DCWDB with the amount of a participant's Pell Grant award, a copy of the participant's Student Aid Report and the manner in which the Pell Grant will be disbursed. Authorization of such release appears in the Individual Training Authorization Form, attached to and incorporated herein.
- 3.7 CONTRACTOR agrees that where a participant receives DCWDB assistance and a Pell Grant, which, combined, would be excess of tuition, the Pell Grant shall be credited toward the participant's tuition first and DCWDB shall be responsible for the balance.

## ARTICLE IV

### MAINTENANCE OF RECORDS AND SUBMISSION OF REPORTS

- 4.1 CONTRACTOR agrees to maintain accurate and complete attendance, performance and financial records of participant. CONTRACTOR will promptly notify DCWDB in writing of a participant's withdrawal, probation, or dismissal and reason for same, such as absences in excess of the amount allowable under the school's rules or failing grades, as well as when a participant successfully completes the training program. CONTRACTOR shall be responsible for any payments paid based on improperly supported invoices and shall return such funds to DCWDB.

- 4.2 All records pertinent to this Contract, including financial, statistical, participant and supporting documentation, shall be retained for a period of five (5) years from the date of final payment or until all audits are complete and findings on all claims have been finally resolved, whichever shall be later. CONTRACTORS not able to retain the necessary participant and financial records shall transfer such records to DCWDB. Such records shall be transmitted to DCWDB for acceptance in an orderly fashion with documents properly labeled and filed in an acceptable condition for storage.
- 4.3 CONTRACTOR agrees that DCWDB, or any of its duly authorized representatives, shall have access to all records pertaining to payments and participants under this Agreement.
- 4.4 CONTRACTOR agrees to submit requested information regarding any terms and participants under this Agreement to DCWDB and on such forms, as DCWDB will provide.
- 4.5 Within thirty (30) days of the completion of training, CONTRACTOR agrees to issue a copy of said student's transcript(s) directly to DCWDB. Authorization of such release appears in the Individual Training Authorization Form, attached to and incorporated herein.

#### ARTICLE V

#### COMPENSATION FOR SERVICES, PAYMENT AND REFUND POLICIES

- 5.1 This Agreement is based on advertised tuition for the training programs contained in the school catalog, the Pennsylvania Department of Labor and Industry list of approved courses., and the agreed upon level of WIOA support.
- 5.2 DCWDB shall pay all enrollment and registration fees for participants, including the tuition, book, test and lab fees, and uniforms, tools/material, as applicable.
- 5.3 Upon the execution of an Individual Training Authorization by DCWDB and the CONTRACTOR, CONTRACTOR shall submit invoices to DCWDB at the conclusion of each semester or course. Tuition and fees must be itemized by student and by course and credit hour on the CONTRACTOR'S invoice.
- 5.4 The Parties agree that the payment of tuition and fees by DCWDB for participant withdrawals shall be governed as follows:
  - (1) Withdrawals within ten (10) complete sessions or complete class days from the start of classes, including the first session or class: DCWDB shall not be responsible for the payment of tuition, registration or fees; unless otherwise determined by DCWDB based on the length of the course.
  - (2) Withdrawals occurring after the completion of the tenth (10<sup>th</sup>) session or class of any semester or course: DCWDB will be responsible for the tuition for that semester or course in which the withdrawal occurs in accordance with the refund policy so

stated in the CONTRACTOR/SCHOOL catalog. If a participant drops out or is terminated after completing a minimum of twenty-five percent (25%) of the course, then CONTRACTOR will remit a refund of at least fifty percent (50%) of the cost of tuition and any unused portion of the cost of tests, lab fees, and books or materials; unless otherwise determined by DCWDB.

- (3) All books, uniforms, tools and/or materials purchased by DCWDB pursuant to the terms of this Contract become and remain the property of DCWDB.
- 5.5 CONTRACTOR agrees that participants referred by DCWDB who subsequently withdraw, shall not be personally responsible for any unpaid tuition or fees subject to payment by DCWDB.
- 5.6 CONTRACTOR agrees that it will not withhold from participants their transcripts, nor withhold same from DCWDB, under any circumstances.
- 5.7 CONTRACTOR shall return all refunds or credits to DCWDB within ten (10) days of receipt or shall account for funds or credits on the following invoice request with a reduction equal to the refund or credit and sufficient information to identify the cause of that refund or credit.
- 5.8 Upon signing this Agreement CONTRACTOR attests that Contractor complies with the Performance Standards set by the Pennsylvania Department of Labor and Industry for the courses listed as approved by that Body

## ARTICLE VI

### ENTIRE AGREEMENT

This constitutes the entire Agreement between the titled parties for training. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Agreement.

If this Contract is executed after the date of commencement, the Contract shall be retroactive to said commencement date.



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Kate McGeever, Workforce Development

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval for Workforce Development to enter a contract with UTCRAS to provide On-the-Job Training at \$5,000 per trainee. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 3324-4450,4453-683103

**ESTIMATED/ACTUAL COST OF REQUEST:** 5000 per trainee

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** No County match

**ATTACHMENTS:**  
[UTCRAS.pdf](#)

**CONTRACT AUTHORIZATION**

Provider of Services      UTCRAS, LLC  
501 Highland Avenue,  
Morton, PA 19070

Agreement Period:      January 1, 2024 thru June 30, 2025

Agreement Amount      Not to exceed \$5,000,00 per participant

Services:                      On-The-Job-Training

If this Contract is executed after the date of commencement, the Contract shall be retroactive to the commencement date. Please be advised that during the agreement period stated above, Delaware County Workforce Development Staff and/or Federal or State officials are authorized to monitor any/all aspects of this contract.

CONTRACT SIGNATURES: IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials who are duly authorized.

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Delaware County Council Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Kate McGeever, Executive Director  
Delaware County  
Workforce Development Board

\_\_\_\_\_  
Attest: County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**DELAWARE COUNTY WORKFORCE DEVELOPMENT BOARD  
(DCWDB)  
WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ON-THE-JOB TRAINING MASTER AGREEMENT**

Contract Number: \_\_\_\_\_

CFDA: 17.278 Dislocated Workers  
17.258 Adult

**CONTRACTOR: UTCRAS, LLC**

**ADDRESS: 501 Highland Avenue, Morton PA 19070**

**PHONE: 610-328-1100**

**EMAIL: humanresources@utcras.com**

**FEIN # 464243396**

**WORKMEN'S COMPENSATION CARRIER: Berkshire Hathaway**

**POLICY NUMBER: UTWC306286**

**THIS ON-THE-JOB TRAINING MASTER AGREEMENT** is entered into by the **DCWDB** acting as the **Fiscal Agent (hereinafter "FA")** and **UTCRAAS, LLC (hereinafter "Contractor")**.

**FISCAL AGENT:**

**Delaware County Workforce Development Board (DCWDB)  
1570 Garrett Road, Barclay Center, Suite A  
Upper Darby, PA 19082**

Contractor agrees to consider WIOA eligible participants as trainees in entry level positions and shall provide all on-the-job training services in accordance with this On-The-Job Training Master Agreement and the "Individual On-the-Job Training Account Funding Agreement".

The period of performance of this On-The-Job Training Master Agreement is perpetual and will cease only when it requires a modification or is terminated by one of the parties involved.

**OBLIGATIONS:**

No funds are obligated under this On-The-Job Training Master Agreement. Funds will be obligated on an individual basis by the "**Individual On-the-Job Training Account Funding Agreement**".

**NOW THEREFORE**, in consideration of the mutual agreement contained herein and intending to be legally bound, it is agreed as follows:

**A. TRAINEE WAGES, BENEFITS & WORKING CONDITIONS:**

1. That the Contractor agrees to pay all trainees wages and benefits, which shall be equivalent to that afforded regular, entry level employees in comparable positions.
2. That the Contractor will be reimbursed for only actual hours worked and that the FA will not reimburse Contractor for vacation, sick or other leave. Payment for any leave shall be the responsibility of the Contractor.
3. That the FA agrees to reimburse the Contractor for the cost of training as provided in the "Individual On-the-Job Training Account Funding Agreement". Costs are to be submitted to Delaware County Workforce Development Board-FA on a monthly basis and should be received no later than thirty (30) business days after the last day of the month worked. Contractor understands that the actual hours worked are to be reported on the required "Monthly Progress and Invoice Payment Request" form. Complete and accurate monthly invoices shall be paid by the FA approximately thirty (30) days after receipt.
4. All sums invoiced to the FA and due Contractor under the "Individual On-the-Job Training Account Funding Agreement" shall be supported by properly executed payrolls, time records, invoices, contracts, and/or any other accounting documents pertaining in whole or in part to this On-The-Job Training Master Agreement and shall be clearly identified and readily accessible.
5. That the Contractor assures that health and safety standards established under Federal, State and local laws otherwise applicable to working conditions of employees will be equally applicable to working conditions of trainees.
6. That the Title I Contractor shall assist in support services, such as recruiting, screening, counseling, and similar services as are deemed necessary in establishing trainee and employer success

**B. DISPLACEMENT/INFRINGEMENT:**

That the Contractor assures that no currently employed worker will be displaced by any trainee, including partial displacement such as a reduction in hours of non-overtime worked wages, or employment benefits. In addition, the Contractor assures that no jobs will be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

**C. CONCURRENCE OF COLLECTIVE BARGAINING UNIT:**

To ensure the most effective development of employment and training opportunities, the Contractor must obtain acknowledgment from the appropriate bargaining agent, where a collective bargaining agreement exists with the participating employer covering occupations in which training or subsidized employment is proposed, that the bargaining unit has been notified of training. Such acknowledgment shall apply to the elements of the proposed activity which affect the bargaining agreement, such as occupation, wage and benefits.

**D. UNION ORGANIZING**

In concurrence with 20 CFR 663.730: Funds provided to employers for OJT or customized training must not be used to directly or indirectly assist, promote or deter union organizing

**E. NONDISCRIMINATION:**

1. By signing this On-The-Job Training Master Agreement the Contractor assures that it will not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

2. As a condition to the award of financial assistance from the FA, with respect to the operation of WIOA-funded programs or activities and all agreements to carry out the WIOA-funded programs or activities, the Contractor shall comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, as amended, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

**F. LAYOFF & TERMINATION:**

1. That, in the event of lay-off and trainee is not reinstated within thirty (30) days, that the appropriate Individual On-the-Job Training Account Funding Agreement will be terminated. Also, the Individual On-the-Job Training Account Funding Agreement will not be extended for any time that a trainee is on lay-off.

2. That the trainee termination during the Individual On-the-Job Training Account Funding Agreement period will be made only after review with the Title I Contractor's Business Representative.

**G. REPORTS & INFORMATION:**

That the Contractor agrees to provide the FA with timely reports and information as requested which includes participant monthly invoice payment requests. Additionally, Contractor agrees to provide the Title I Operator with monthly participant progress reports.

**H. RECORDKEEPING-ESTABLISHMENT & MAINTENANCE OF RECORDS:**

That the Contractor shall establish and maintain records in accordance with the requirements prescribed by the applicable Local, State and Federal law and by the FA requirements, with respect to all matters covered by this On-The-Job Training Master Agreement. Except as otherwise required, the Contractor shall retain such records for a period of at least six (6) years from the end of the program year. In the event of any litigation or unresolved audit, Contractor shall retain all records until the litigation or audit is resolved.

**I. MONITORING, EVALUATION & AUDIT:**

That the FA and the DCWDB Quality Assurance (QA) Unit and/or the Pa. Department of Labor & Industry may conduct on-site monitoring at any time. Advance notice of 48 hours will be provided. Contractor understands that the DCWDB QA Unit shall conduct on-site visits, during normal business hours, at least two times during the contract period. Such visits shall be used to determine contract performance levels, compliance with the FA and the DCWDB QA Unit, and State and Federal regulations. Contractor agrees to permit monitoring without reservation or exception.

**J. ASSIGNABILITY:**

That the Contractor shall not assign any interest in this OJT Master Agreement without the prior written consent of the FA.

**K. AMENDMENTS:**

In order to provide the necessary flexibility for the most effective execution of the project, amendments hereto shall be in writing and signed by the parties involved. In addition, any pen and ink, typewritten, or inter-linear change to this On-The-Job Training Master Agreement shall be initialed and dated by the authorized representative of the parties involved.

**L. TERMINATION:** (Applies to both the On-The-Job Training Master Agreement and the Individual On-the-Job Training Account Funding Agreement)

1. The FA retains the right to terminate this On-The-Job Training Master Agreement at will upon thirty (30) days written notice to the Contractor, with or without cause. All terms, conditions, liabilities and rights contained in this On-The-Job Training Master Agreement are subject to cancellation without prejudice or liability to the FA except that the FA agrees to pay the Contractor the reasonable costs of all work completed by the date of termination of this On-The-Job Training Master Agreement. This On-The-Job Training Master Agreement is contingent upon the execution of the supporting State grant and related authorizations.

2. If, through any cause, the Contractor shall fail to fulfill the obligations under this On-The-Job Training Master Agreement in a timely and proper manner, or if the Contractor shall violate any covenant or stipulation of this On-The-Job Training Master Agreement, the FA shall thereupon have the right to terminate this On-The-Job Training Master Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days prior to the effective date of such termination. In that event, all finished and unfinished material or work prepared by the Contractor under this On-The-Job Training Master Agreement, at the option of the U.S. Department of Labor, the Pennsylvania Department of Labor and Industry or the FA becomes the property of the FA. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this On-The-Job Training Master Agreement.

3. The above paragraphs, 1 and 2, dealing with the termination of this On-The-Job Training Master Agreement, do not in any way limit the remedies which may be available to the FA or the Contractor in the event the other party fails to properly perform its duties under this On-The-Job Training Master Agreement.

4. The FA retains the right to terminate this On-The-Job Training Master Agreement because of the non-availability of funds.

**M. GOVERNING RULES & REGULATIONS:**

That the Contractor will be guided by and held accountable for all rules, regulations, procedure changes and corrective action recommendations promulgated by the FA and/or the DCWDB QA Unit, the Pennsylvania Department of Labor & Industry, and/or the U.S. Department of Labor concerning On-the-Job Training Funded programs.

**N. ASSURANCES & CERTIFICATIONS:**

1. That the Contractor assures that it will cover all liability, sanctions and debt repayments incurred as a result of Individual On-The-Job Training Account Funding Agreements issued after the execution of this On-The-Job Training Master Agreement.
2. That the Contractor certifies that it is current in the payment of state taxes, as well as the filing of all returns or reports for these taxes, including taxes for a period for which the contractor has filed a timely appeal.
3. That the Contractor assures that it will comply with all applicable business licensing, taxation and insurance coverage applicable under Federal, State and local laws.
4. The Contractor hereby certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act.

**Drug-Free Workplace Requirement is attached as "Attachment 1".**

5. PA Unemployment Compensation and Workman's Compensation Laws - The Contractor hereby assures that it is in compliance with the Pennsylvania Unemployment Compensation and Workman's Compensation Laws.
6. The Contractor hereby certifies that no Federal appropriated funds awarded under Individual On-The-Job Training Account Funding Agreements issued after the execution of this On-The-Job Training Master Agreement will be used for lobbying activities, and that any funds other than Federal appropriated funds that have been or will be used for lobbying activities will be properly disclosed.

**Certification regarding Lobbying is attached as "Attachment 2".**

7. Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion: The Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.

**Certification regarding Debarment, Suspension and Ineligibility "Attachment 3".**

8. Commonwealth's Contractor Responsibility Provisions: The Contractor hereby certifies that it is not currently under suspension for debarment by the Commonwealth, any other state, or the Federal government.

If Contractor enters into any subcontracts under this contract with subcontractors who are currently suspended or debarred by the Commonwealth or Federal government during the term of this On-The-Job Training Master Agreement or any extensions or renewals thereof, the FA shall have the right to terminate such subcontracts.

During the term of this On-The-Job Training Master Agreement, the Contractor agrees to:

1. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 CFR s35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination, 28 CFR s35.130", 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 FA with outside contractors.

2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania, the FA, from all losses, damages, expenses, claim demands, suits and actions brought by any party against the Commonwealth of Pennsylvania or the FA as a result of the Contractor's failure to comply with the provisions of paragraph "1" above. Provided, that (1) where the Contractor is the Commonwealth within the meaning of 1 Pa. C.S.A. Section 2310, this indemnification clause shall be operative only to the extent allowed by law, and (2) where the Contractor subcontracts with any entity that is the Commonwealth within the meaning of 1 Pa. C.S.A. Section 2310, this indemnification clause shall be operative only to the extent that the subcontractor may be, as a matter of law, liable to the Contractor.

**O. DISPUTES:**

1. All protests, disputes and claims arising from this On-The-Job Training Master Agreement shall be resolved according to applicable Federal, State and local laws. A protester shall exhaust all administrative remedies with the FA before pursuing a protest at a higher level.

2. Violations of law shall be referred to the Department of Labor and Industry, Bureau of Employment Service and Training; Department of Labor Office of the Inspector General and other appropriate local and State authorities having jurisdiction.

**P. RELOCATION:**

1. No funds provided under the WIOA Act shall be used, or proposed for use, to encourage or to induce the relocation of an establishment, or part thereof, that results in the loss of employment for any employee of such establishment at the original location.

2. For 120 days after the commencement or the expansion of commercial operations of a relocating establishment, no funds provided under the Act shall be used for customized or skill training, on-the-job training, or company-specific assessments of job applicants or employees for any relocating establishment or part thereof at a new, or expanded location, if the relocation of such establishment or part thereof results in a loss of employment for any employee of such establishment at the original location.

By signing this On-The-Job Training Master Agreement, the Contractor hereby certifies that it is not in violation of Item O Paragraphs (1) or (2), Page 6.

The aforementioned assurances and certifications are not intended to be all-inclusive. The Contractor agrees to comply with all applicable Acts, laws and other policy-regulating documents issued by the Federal and/or State officials.

This On-The-Job Training Master Agreement shall be construed under the laws of the Commonwealth of Pennsylvania. If any provision of this On-The-Job Training Master Agreement is determined to be invalid or unenforceable all other provisions shall continue in full force and effect.

**Q. INSURANCE AND INDEMNITY**

Provider/Contractor shall indemnify, defend and hold harmless the County of Delaware, its elected officials, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by the intentional acts, recklessness, carelessness and/or negligence by Provider/Contractor, its agents, subcontractors,

suppliers, employees or servants in connection with the contract, including but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay such subcontractors and suppliers, and breach of a contract, and any infringement or violation of any proprietary right (including, but not limited to patent, copyright, trademark, service mark and trade secret.).

If at any time, the county becomes involved in a dispute or receives notice of a claim or is involved in litigation concerning the services and/or materials provided under the contract, the resolution of which requires the services or cooperation of the Provider/Contractor and Provider/Contractor is not otherwise obligated to indemnify and defend the County of Delaware pursuant to the provisions hereof, Provider/Contractor agrees to provide such services and to cooperate with the county in resolving such claim and/or litigation.

If in connection with the contract, Provider/Contractor receives notice of a legal claim against it. Provider/Contractor shall submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the carrier and, within ten (10) business days of receipt of notice of the claim, to the County of Delaware.

The indemnification obligation owed to the County of Delaware by the Provider/Contractor under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Provider/Contractor or any subcontractor under Worker's or Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts and Provider/Contractor waives, with regard to such indemnification obligation, any and all Worker's Compensation Act exclusivity and/or immunity defenses.

The Provider/Contractor shall, throughout the performance of all work and services, maintain in effect and require all subcontractors and others performing any of such work or **services under** this Agreement or for the benefit of the County of Delaware, to maintain in effect, and shall furnish satisfactory evidence of, insurance of the types and with respective limits not less than the minimum amounts set forth below. Neither the procurement, maintenance, or limits of the coverage set forth below shall relieve the Provider/Contractor of liability for loss or damage in excess of the policy coverage or limits specified herein. The following policies shall be applicable to the services and/to work performed:

Type of Coverage/Minimum Limits of Liability	Minimum Limits of Liability
<u>REQUIRED</u>	Statutory Limits or \$1,000,000 BI for each person
Worker's Compensation	Per occurrence (whichever is greater)
Employer's Liability	\$500,000 for each person or accident
Motor Vehicle Liability (covering owned, leased And non-owned vehicle)	\$1,000,000 combined single limit per occurrence
Commercial General Liability (or an occurrence From including but not limited to	for BI and PD, with no deductible
Premises /Operations, Underground, Explosion & Collapse	\$1,000,000 combined single limit per occurrence
Hazard, Products/Completed	for BI and PD, with a deductible of no more than
Operations, Broad from Property Damage, and	\$1,000.00.
Blanket Contractual Liability Coverage, endorsed	Same limits as General Liability Policy
To cover Contractor's contractual Liability.)	Statutory Limits
<u>REQUIRED IF WORK INVOLVES SUCH</u>	Same limits as General Liability Policy
<u>EXPOSURES</u>	\$3,000,000 per act, error or omission
Environmental impairment (including asbestos)	Replacement Value
Longshoremen's and Harbor Workers' Coverage	
Explosion, Collapse and Undermining Coverage (if excavating, blasting, tunneling, etc.)	
Professional Liability	
Property (if Contractor has care custody and control)	

**The County of Delaware shall be named as an additional insured on all policies insofar as the specific contract is concerned.** In addition, the Provider/Contractor shall furnish the County of Delaware with a certificate of insurance showing the type, amount, class of operations covered, effective dates and dates of expiration. All policies shall also contain a sixty (60) day notice of cancellation clause. If the Provider/Contractor maintains a self-insured program or a limited self-insurance program for any or all of the exposures listed above, a complete description of the program with information on excess carriers and funding arrangements must be provided to the



County of Delaware for approval prior to commencement of any work or services. In the event the worker's compensation is self-insured, a copy of the current exemption certificate must be provided.

All insurance required here under shall be procured from insurers with a minimum Best's rating of A. Prior to the commencement of any work or services, Provider/Contractor shall provide to the County of Delaware Certificates of Insurance evidencing all the coverages required here under. All insurance policies required by this Agreement shall expressly provide that with respect to the County of Delaware, all policies are primary and that the insurers will not seek contribution from and insurance policy where in the County of Delaware is insured.

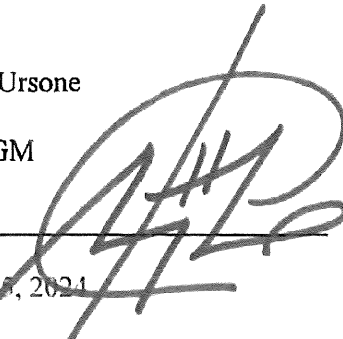
The County of Delaware shall indemnify and hold Provider/Contractor harmless, including its officers, agents, servants, employees, successors and assigns, and each or any of them, for the intentional acts, recklessness or negligence of the County of Delaware's officers, agents, servants, employees, successors or assigns in connection with the work and/or services provided by Provider/Contractor and/or in connection with the providing of any information furnished by the County of Delaware to Provider/Contractor and Provider/Contractor relying thereon and providing the work or services under this Agreement.

However, the obligation of indemnification by the County of Delaware to Provider/Contractor is hereby specifically limited to the extent that the County of Delaware itself or any of its officers, agents, servants, employees, successors and assigns would be liable under applicable law, including the Pennsylvania Political Subdivision Tort Claims Act, Pa. C.S.A S. et seq., for said intentional acts and/or recklessness. Said obligation for indemnification shall include the payment of reasonable attorney fees, expenses and costs incurred in defense of any such claims.

**CONTRACTUAL APPROVAL:**

I have reviewed this On-The-Job Training Master Agreement for form, content, funding and/or training restrictions and find that everything is in order and ready for final contract signatures:

**FUNDING ASSISTANCE APPROVAL:**

<b>APPROVED FOR THE GRANT ADMINISTRATOR</b>	<b>APPROVED FOR THE CONTRACTOR:</b>
BY: _____	BY Anthony R. Ursone
TITLE: _____	TITLE: COO, GM
SIGNATURE: _____	SIGNATURE: 
DATE: _____	DATE: January 7, 2021

ATTACHMENT "1

**CERTIFICATION REGARDING DRUG-FREE  
WORKPLACE REQUIREMENTS**

- A. The Contractor certifies that it will or will continue to provide a drug-free workplace by:
- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (2) Establishing an ongoing drug-free awareness program to inform employees about --
    - (a) The dangers of drug abuse in the workplace;
    - (b) The grantee's policy of maintaining a drug-free workplace;
    - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (d) The penalties that may imposed upon employees for drug abuse violations occurring in the workplace;
  - (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
  - (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will--
    - (a) Abide by the terms of the statement; and
    - (b) Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (5) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
  - (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted--
    - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State or Local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. The contractor should insert in the space provided below the site(s) for the performance of work done in connection with the specific grant, if other than that address stipulated on the front of this agreement.

Place of Performance (Street Address, City, County, State, Zip Code)

501 Highland Avenue

Morton, PA 19070 USA

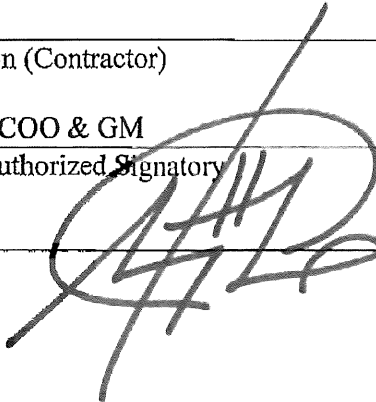
Check ( ) if there are workplaces that are not identified here.

UTCAS

Name of Organization (Contractor)

Anthony R. Ursone, COO & GM

Name and Title of Authorized Signatory

Signature: 

Date: January 5, 2024

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Contractor: UTCRA

Anthony R. Ursone, COO & GM  
Name and Title of Authorized Representative

Signature 

Date January 5, 2024

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

**Contractor:** UTCRAS

**Employer Identification Number or Social Security Number:** 464243396

For your contract to be finalized, this form must be completed in full.

- The contract you are entering into involves the payment of State funds. Complete and sign the State-funded Contract Certification
- The contract you are entering into involves the payment of Federal funds. Complete and sign the Federally-funded Contract Certification.
- The contract you are entering into involves both Federal and State funds. Please complete and sign both certifications.

**STATE-FUNDED CONTRACT CERTIFICATION**

This certification is required by Management Directive 215.9, which implements Executive Order 1990-3. The prospective recipient of State funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible from participation in this transaction by any State or Federal department or agency.

Anthony R. Ursone, COO & GM  
Name and Title of Authorized Representative

Signature: \_\_\_\_\_ Date: January 5, 2024

**FEDERALLY-FUNDED CONTRACT CERTIFICATION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this certification.

Anthony R. Ursone, COO & GM  
Name and Title of Authorized Representative

Signature: \_\_\_\_\_ Date: January 5, 2024



# Workforce Development Board

## On-the-Job Training (OJT) Pre-Award Checklist

### Employer Information

Complete the following Employer information

EMPLOYER LEGAL BUSINESS NAME: UTCAS, LLC		FEIN #: 464243396	UBI #: NA
FORMER NAME(S) UNDER WHICH EMPLOYER CONDUCTED BUSINESS: NA			
CONTACT PERSON: Anthony R. Ursone Melissa Ursone		TITLE: COO, GM Human Resources	
EMPLOYER ADDRESS: 501 Highland Avenue			
CITY: Morton	STATE: PA	Zip 19070	
TELEPHONE: 610.328.1100	EMAIL: anthony.ursone@utcras.com ; humanresources@utcras.com		
TYPE OF ORGANIZATION: INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> LIMITED LIABILITY CORPORATION <input type="checkbox"/> FOR PROFIT <input type="checkbox"/>			
COMPANY NAICS CODE: 336510	# OF CURRENT EMPLOYEES: 80+	YEARS IN EXISTENCE: 42	
IS THE BUSINESS BEING SOLD OR MERGING WITH ANOTHER COMPANY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			

### Company Review

WARN notices have previously been filed.	Yes	No X
The company has not exhibited a pattern of failing to provide OJT Trainees with continued long-term employment.	Yes X	No

### Meeting Federal Criteria

Please check the appropriate response for the following Employer information.

Company verifies WIOA funds will <b>not</b> be used to relocate operations in whole or in part.	Yes X	No
Company has operated at current location for at least 120 days. If less than 120 days and the business relocated from another area in the U.S and individual(s), were employees laid off at the previous location as a result of the relocation?	Yes X	No
Company commits to providing long-term employment for successful OJT Trainees.	Yes X	No
OJT funds will <b>not</b> be used to directly or indirectly assist, promote or deter union organizing.	Yes X	No
The OJT will <b>not</b> result in the full or partial displacement of employed workers.	Yes X	No
<b>Trainee wages to be paid are at least equal to:</b> The Federal, state or local minimum wage (Fair Labor Standards Act).	Yes X	No

Other employees in the same occupation with similar experience.	Yes X	No
---	-------	----

**Meeting Federal Criteria Continued**


Please check the appropriate response for the following Employer information

Trainees will be provided the same workers' compensation, health insurance, unemployment insurance, retirement benefits, etc. as regular, non-OJT employees.	Yes X	No
Worker's Compensation Company: Berkshire Hathaway		
Account: UTWC306286		
Effective Dates	10/03/2023	To 10/03/2024
The employer will comply with the non-discrimination and equal opportunity provision of the workforce Act of 1998 and its regulations		

**Signatures**

**Authorized Signatures**

I hereby certify that the above information is, to the best of my knowledge, true and correct.

EMPLOYER: 	Digitally signed by Anthony Ursone Date: 2024.01.13 14:31:46 -05'00'	DATE: January 12, 2024
TYPE/PRINT NAME: Anthony R. Ursone	TITLE: Chief Operating Officer & GM	

**Approval**

Inter office use only

Employer meets all requirements of the OJT	Yes	No
Approved by:	Date	
Title		



Attachment A

GRIEVANCE POLICY  
FOR  
TRAINEES/PARTICIPANTS

Grievance procedures give the trainees/participants the means to appeal any unfair labor conditions, adverse management actions and Equal Opportunity complaints while enrolled in any of the DCWDB funded employment and/or training programs. Each participant will have been given one signed copy of the Grievance Procedure and a signed Statement of Receipt acknowledging receipt of said form to be maintained by the Delaware County Office of Workforce Development and made a part of the enrollment package.

**Grievance Procedures:**

The aggrieved trainee/participant will verbally present the grievance to his/her immediate supervisor/instructor within ten (10) working/training days of its occurrence. The supervisor/instructor will verbally provide his/her answer within three (3) working days of the trainee/participant presentation of the grievance.

If the grievance is not satisfactorily settled verbally, then trainee/participant may submit his/her grievance in writing to the appropriate supervisor/instructor within two (2) working days of the supervisor/instructor's response. The supervisor/instructor's must respond within two (2) working days of the receipt of the written grievance.

If the grievance is not satisfactorily settled, the trainee must make a written appeal to the DCWDB office within three (3) working days of the supervisor/instructor's decision. The DCWDB Office will reply in writing within five (5) days of the receipt of the written appeal.

At any step beyond the verbal appeal listed above, the trainee/participant may be accompanied and/or represented by an individual, including legal counsel, or his/her choice. Any such representation shall be at the expense of the trainee/participant.

At any time, the trainee/participant, training site or employer may request and receive technical assistance from the Equal Opportunity Officer located at the DCWDB's administration office. All of the above mentioned procedures must be exhausted prior to filing a grievance with the DCWDB.

I hereby agree to institute the above policy.

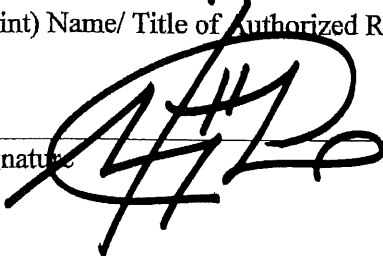
UTCRA S

Contractor:

ANTHONY R. URSONE, COO & GM

(Print) Name/ Title of Authorized Representative

Signature



Date

January 12, 2024



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Philip Welsh, OHCD

**ITEM TYPE:** Grant

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of a Grant to East Lansdowne Borough in the amount of \$62,050.42 for the reimbursement of costs associated with the emergency demolition and clearance of a fire destroyed residence at 58 Lewis Avenue. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 01 257515

**ESTIMATED/ACTUAL COST OF REQUEST:** 62,050.42

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[East Lansdowne Request.pdf](#)  
[Agreement -DF-24-14A.doc](#)



MUNICIPAL BUILDING  
155 LEXINGTON AVENUE  
EAST LANSDOWNE, PA 19050  
(610) 623-7131

## BOROUGH OF EAST LANSDOWNE

Delaware County, Pennsylvania

March 22, 2024

Delaware County Council  
201 W Front St, Media, PA 19063

### **RE: Demo Application, East Lansdowne Borough**

Dear County Council:

East Lansdowne Borough respectfully requests funding to cover the cost of demolition and site restoration of 58 Lewis Ave, East Lansdowne, PA 19050. This property is the site of a horrific incident in early February 2024. A dwelling was destroyed by fire and five members of a family were killed by gunshot.


We are hoping County Council will deem the emergency demolition and support to CID as a worthy use of the program funds. The demolition was unique in that the contractor needed to do much hand sorting and clearing of the property to recover the bodies.

The Borough finds the request of \$62, 050.42 in funding to be reasonable for the effort required to be performed.

Please contact the undersigned if you require additional information.

Sincerely,

EAST LANSDOWNE BOROUGH

  
William P. Callahan  
Borough Manager

**DF – 24 - 14A**

**DEMOLITION FUND AGREEMENT**  
**between**  
**DELAWARE COUNTY COUNCIL**  
**And**  
**EAST LANSDOWNE BOROUGH**

An **AGREEMENT**, entered into this 3<sup>rd</sup> day of April, 2024 by and between the County of Delaware, Pennsylvania ("County"), and the Borough of East Lansdowne, 155 Lexington Avenue, East Lansdowne, PA 19050 (Grantee).

**WHEREAS**, Delaware County established a Demolition Fund pursuant to an Act of November 4, 2016, P.L. 1170, No. 152 AMENDING P.L.310, No. 87 (4/8/1982) enacted by Delaware County Council on January 11, 2017; and

**WHEREAS**, the purpose of the Demolition Fund is to provide resources for demolition of blighted property in the County of Delaware; and

**WHEREAS**, the County has awarded funds to the Grantee for the following project ("Project") and desires to cooperate with the Grantee in carrying out the Project: and

**WHEREAS**, the Delaware County Office of Housing and Community Development may administer such grants on behalf of the County of Delaware

NOW, THEREFORE, WITH THE FOREGOING RECITALS DEEMED INCORPORATED HEREIN, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

**GENERAL PROVISIONS**

1. The Grantee will carry out the Project as more fully described in Exhibit "A" and Exhibit "B" attached hereto.
2. The Office of Housing and Community Development is hereby designated and empowered to administer said grant and shall enter into such agreements as may be necessary to carry out this project in accordance with all applicable laws and regulations.
3. The Grantee will comply with all provisions of Exhibit "A" and Exhibit "B" attached hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

For Grantee:

For the County of Delaware:

\_\_\_\_\_  
Borough Council President

\_\_\_\_\_  
County Council Chair

Attest:

Attest:

\_\_\_\_\_  
Borough Manager

\_\_\_\_\_  
County Clerk

**DF – 24 – 14A**

**EXHIBIT “A”**

**To**

**DEMOLITION FUND AGREEMENT**

**between**

**DELAWARE COUNTY COUNCIL**

**And**

**EAST LANSDOWNE BOROUGH**

Project Description:

Funds will provide demolition of a vacant single-family, blighted structure, located at 58 Lewis Avenue, East Lansdowne, PA 19050. Activities include demolition with site clearance, including hand sorting of the property and related site restoration.

Schedule for Completion:

The Project shall be complete and all funds shall be invoiced by June 30 2024.

Funds:

Up to \$62,050.42 has been allocated for this project as defined in the Project Description above. **Funds unused for this project shall revert to the County. The Grantee agrees that any monies necessary to complete the project in excess of the allocated funding amount shall be the sole responsibility of the Grantee.**

Procurement of professional services and/or purchase of materials shall adhere to local established policies.

Special Conditions

The Grantee is responsible for retaining, preparing and/or providing for submission to the County, all documents relating to the preparation, administration and implementation of the Project. Documents relating to the Project must be retained for a period of three (3) years from date of project closeout. The Grantee agrees to provide to the County, upon request, all information necessary to conduct appropriate review of project activities.

The Grantee as a specific condition of receiving the proposed Demolition Funds described herein will promptly place a municipal claim/lien against the real estate parcels commonly known as 58 Lewis Avenue in the Borough of East Lansdowne and against the owner or reputed owner of said property. Said liens must be placed upon completion of activity described herein in Exhibit “A” in favor of and on behalf of the County of Delaware in accordance with the laws of the Commonwealth of Pennsylvania, 53 P.S. 7101, et. Seq. and any applicable Borough codes.

**DF – 24 – 14A**

**EXHIBIT “B”**

**To  
DEMOLITION FUND AGREEMENT  
between  
DELAWARE COUNTY COUNCIL  
And  
EAST LANSDOWNE BOROUGH**

The following general provisions are hereby incorporated into the Grant Agreement (“Agreement”) between the County of Delaware (“County”) and the Borough of East Lansdowne (“Grantee”). 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.**

Grantee shall comply with all Federal, State and local laws, rules, and regulations applicable to Exhibit “A”.

**B-2. Assignment.**

Neither the Agreement nor any of Grantee’s rights hereunder shall be assigned or subcontracted by Grantee 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 Grantee.

**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 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 Grantee in connection with the Agreement shall be treated as confidential information unless it is or later becomes publicly available through no fault of Grantee, or it was or later is rightfully developed or obtained by Grantee from independent sources free from any duty of confidentiality.
- (B) County's confidential information shall be held in strict confidence by Grantee and shall not be used or disclosed by Grantee 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.

B-7. Grantee Repayments.

Grantee 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.

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 Grantee.

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. 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.

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 (4) 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 Council  
Government Center Building  
201 West Front Street  
Media, PA 19063

With a copy to:

Delaware County Office of Housing and Community Development  
2 West Baltimore Avenue  
Media, PA 19063

(C) Notices sent to Grantee 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.



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Thavy Sim, Human Services

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of a new contractual agreement with The Community College of Delaware County dba Delaware County Community College to support up to 30 students in the new Social Work Pathway. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 1424-4990-630598

**ESTIMATED/ACTUAL COST OF REQUEST:** \$106,986.80

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Please see the attached supporting documents.

### ATTACHMENTS:

- [The Community College of Delaware County dba Delaware County Community College HS-A 126/23 Contract](#)
- [The Community College of Delaware County dba Delaware County Community College HS-A 126/23 W9](#)

DATE: April 3, 2024

AGENCY: County of Delaware, Department of Human Services

PROVIDER OF SERVICE: The Community College of Delaware County dba  
Delaware County Community College  
901 S. Media Line Road  
Media, PA 19063

Federal ID #23-1685591

AGREEMENT PERIOD: Beginning: April 3, 2024  
Ending: June 30, 2025

AGREEMENT AMOUNT: \$106,986.80

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 : SOCIAL WORK PATHWAY PROGRAM



# COUNTY OF DELAWARE DEPARTMENT OF HUMAN SERVICES

20 South 69<sup>th</sup> Street  
Upper Darby, PA 19082

[www.delcohsa.org](http://www.delcohsa.org)

(610) 713-2115

FAX # (610) 713-2254

**Council**

Dr. Monica Taylor  
Chair

Richard R. Womack  
Vice-Chair

Kevin M. Madden  
Elaine Paul Schaefer  
Christine A. Reuther

Angelique Hiers, Director  
Department of Human Services

## LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

The Community College of Delaware County dba Delaware County Community College  
901 S. Media Line Road  
Media, PA 19063

Letter of Agreement for Professional Services ("Agreement") between **The Community College of Delaware County dba Delaware County Community College** ("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 **April 3, 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 **The Community College of Delaware County dba Delaware County Community College** ("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.

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:

- See Attached Program Description and Budget.

## I. Program Pathway

- A. **Social and Human Service Assistant Pathway.** High school seniors will enroll in an 18-credit Pathway over one year. There is one planned cohort. Courses will be scheduled at the College's Marple Campus. Any field observation experiences will be planned in partnership with the College and the County.

## II. Student Eligibility

Listed below are student eligibility requirements.

- Current students in grade eleven may be considered for participation in grade twelve.
- Students must submit the College's online Dual Enrollment Application for Admission.
- Accepted students will be placement tested to ensure adequate college readiness needed for success unless they submit qualifying PSAT/SAT/ACT or Keystone scores or previous academic transcripts that meet the minimum requirements to waive testing. Visit [dcc.edu/assessment](http://dcc.edu/assessment) for a full list of waiver options.
- Only students who are qualified by the school district and have met course prerequisites will be registered for classes.
- College policies will govern student registration, withdrawals, and grading.
- All students registered for a credit course will receive a letter grade for each course, consistent with the College's grading policies. Grades will be awarded at the conclusion of each semester and will be available to students through their delaGATE account (under Students > Records & Registration). Students may also request final transcripts through delaGATE. For some courses, final letter and numeric grades will be provided to participating high schools upon request.

## III. Delivery Modality and Pathway Outlines

### Social Work Pathway

#### Delivery Modality

- This is a one-year, two semester, 18-credit Pathway. The courses will predominantly be offered in a traditional face-to-face delivery; however, some courses may include a hybrid online component. Courses will be taught by College faculty at a College location. Field experience hours will be planned at various community service agencies in Delaware County as mutually agreed upon by the College staff.
- This Pathway cohort requires a minimum of 10 students and a maximum of 30 students per cohort. If a class has less than 10 students and is scheduled exclusively for this Pathway, the contract will be billed at the tuition rate for 10.

**Delaware County Community College  
Social Work Pathway – One Year Option  
Delaware County H.S. Grant**

Fall 2024				
Course	Day	Time	Credits Earned	Term Total
SWO 101 "Introduction to Social Work"	MWF	8:00 – 8:55	3	9
ENG 100 "English Composition I"	MWF	9:05 – 10:00	3	
PSY 140 "Introduction to Psychology"	TR	8:00 – 9:25	3	

Spring 2025				
Course	Day	Time	Credits Earned	Term Total
CS 100 "Introduction to Information Technology"	MWF	8:00 – 8:55	3	9
COMM 111 "Public Speaking"	MWF	9:05 – 10:00	3	
SWO 210 "Human Behavior and the Social Environment"	TR	8:00 – 9:25	3	
<b>Total Credits Earned in 2024-2025: 18</b>				

DCCC: 1-10-24

**Total Credits Earned: 18**

Times and courses are subject to change based on delivery or curricular changes.

**Course Descriptions**

**SWO 101 Introduction to Social Work and Human Services**

This is a one semester introduction to social work and human services and the major policies and practices that are used to understand human strengths and challenges. The course explores the skills, values and knowledge base needed to effectively work as a culturally competent, social work or human service professional in a multidisciplinary setting. *Prerequisites: (ENG 050 and REA 050) or ENG 099 or REA 075. Appropriate placement test scores may be accepted.*

**ENG 100 English Composition I**

This course reviews the principles of composition, including rhetoric, grammar and usage. It emphasizes critical thinking, the recursive nature of writing, the writing of analytical essays, and the application of information literacy skills. *Prerequisites: (ENG 050 and REA 050) or ENG 099\* or REA 075. Appropriate placement test scores may be accepted. \*Courses marked with a star may be taken concurrently.*



## Course Descriptions

### **PSY 140 General Psychology**

This course is a one-semester introduction to the basic principles and major theoretical approaches that are used to explain human behavior, with emphasis on understanding and application of such principles and theories as they relate to ourselves and our surroundings. *Prerequisites: (ENG 050 and REA 050) or ENG 099 or REA 075. Appropriate placement test scores may be accepted.*

### **CS 100 Introduction to Information Technology**

(formerly DPR 100) This course is designed to provide an introduction to Information Technology (IT) concepts and applications, and the impact of IT on individuals, organizations, and society. Core content includes computer hardware and software, digital communications, the Internet, databases, networking, programming, computer security, ethics in IT, and current and emerging digital technologies. *Prerequisites: REA 050 or ENG 099 or REA 075. Appropriate placement test scores may be accepted.*

### **COMM 111 Public Speaking**

This course enables students to deliver a variety of presentations. Students are introduced to various methods of delivery, organizational patterns, and types of presentational aids. Emphasis is placed on preparing presentations for multiple audiences and occasions. *Prerequisites: (ENG 050 and REA 050) or ENG 099 or REA 075. Appropriate placement test scores may be accepted.*

### **SWO 210 Human Behavior and the Social Environment**

This course focuses on the internal and external variables that influences human development across the lifespan. Students will study the range of social systems in which people live, describe empirically-based knowledge of human behavior in the social environment, identify concepts, assumptions and critiques of developmental theories and assess the level of impact that diversity and socio-economic levels have on human development. In addition to exploring bio-psycho-social theories students will utilize social work conceptual frameworks to guide evaluation of existing case studies, programs, and interventions. Various constructs from the Social Work profession will be utilized throughout the course. These include but are not limited to: bio-psycho-social, Person in Environment (PIE), strengths-perspective, Problem Solving Process/Generalist Intervention Model, NASW Code of Ethics and systems theory. This course is a required course for the DCCC, Associate in Arts Degree in Social Work. NOTE: Students who are planning to transfer to a 4-year institution and complete a Bachelor of Social Work degree (BSW) are advised to plan early for transfer and meet with an advisor and transfer specialist. *Prerequisites: (SWO 101 or HUS 101) and ENG 100.*

Financial Model

2024-2025 Cohort 1 Year 1				
<b>Tuition &amp; Fees</b>				
Dual Enrollment Rate: The College reserves the right to adjust tuition costs as approved by the Board.				
	# of Students	Rate per Credit	# of Credits	Total
Sponsoring	20	\$78.00	18	\$28,080.00
Non Sponsoring	10	\$145.00	18	\$26,100.00
<b>Academic Success Coach</b>				
# coaches	# hours per coach	Rate per Hour	Benefits%	Total
1	300	\$50.00	4.0%	\$15,600.00
<b>Embedded Tutoring</b>				
# tutors	# hours	Rate per Hour	Benefits%	Total
1	90	\$35.00	4.0%	\$3,276.00
<b>College Navigator</b>				
# navigators	# hours	Rate per Hour	Benefits%	Total
1	90	\$45.00	0.0%	\$4,050.00
<b>Enrichment Support and Learning Materials</b>				
Total: Seminars, Guest Speakers, Career & Transfer Counseling, Laptop Lending Program				\$8,000.00
<b>Textbooks</b>				
Rate is calculated by adding 10% increase to the prices as of Spring, 2023.				
	# of Students	Rate: Semester 1 & 2		Total
	30	\$729.36		\$21,880.80
<b>Total Cost for Cohort 1 Year 1</b>				<b>\$106,986.80</b>

## **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 69<sup>th</sup> 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**

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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

## 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 69<sup>th</sup> Street, 4<sup>th</sup> 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

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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 69<sup>th</sup> Street, 4<sup>th</sup> 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.

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## **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.

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## **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,

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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.

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## 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.

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## **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.

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### 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;

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- (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.

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- 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.

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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.

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**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 69<sup>th</sup> Street, 4<sup>th</sup> 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 69<sup>th</sup> Street, 4<sup>th</sup> 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

## 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 69<sup>th</sup> Street, 4<sup>TH</sup> 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

## COST REIMBURSEMENT INVOICE COVER SHEET

**((Provider letterhead, address, etc))**

**To: Accounts Payable  
Delaware County Department of Human Services  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> 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 #**

<b>Service / Level of Care</b>	<b>Total Units</b>	<b>Rate</b>	<b>Total Service / Program Expenses</b>
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
<b>Total Invoice</b>		\$	-

**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. 69<sup>th</sup> 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. 69<sup>th</sup> 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](http://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](http://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 \_\_\_ *NON-PROFIT COLLEGE*

**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: Delaware County Community College  
By: Dr. Patricia Benson

Name: Dr. Patricia Benson  
Title: CEO  
Date: 2/6/2024

**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](mailto: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](mailto:centralpurchasing@co.delaware.pa.us).

## **Schedule A DELAWARE COUNTY**

### **APPENDIX II**

### POLITICAL CONTRIBUTION FORM

#### Reportable Contributions within Past 24 months

Name of Contractor: Delaware County Community College  
Date: 2/6/2024

Contributor*	Candidate	Date	Amount	Relationship of Contributor to Contractor
N/A				

\*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.

Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the RS.

Go to [www.irs.gov/FormW9](http://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.  
**The Community College of Delaware County**

2 Business name/disregarded entity name, if different from above  
**Delaware County Community College**

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) ▶ \_\_\_\_\_

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) ▶ **Instrumentality of the Commonwealth**

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.  
**901 S. Media Line Road**

6 City, state, and ZIP code  
**Media, PA 19063**

7 List account number(s) here (optional)

Requester's name and address (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 *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

			-						
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or

Employer identification number

2	3	-	1	6	8	5	5	9	1
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**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 ▶ *Dr. Patricia Benson, CFO*

Date ▶ *6/28/2023*

**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](http://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

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Thavy Sim, Human Services

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to amend Contract #ID 21/23 with Home Health Specialist, Inc. to reflect the agency's legal name as it appears on their W-9 to Home Health Specialist, LLC dba Family First Homecare of Pennsylvania. 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:**  
[Home Health Specialists Inc ID 21/23 Summary Page](#)  
[Home Health Specialists Inc ID 21/23 Letter](#)  
[Home Health Specialists Inc ID 21/23 W9](#)



*Amendment Statement:*

Human Services - Intellectual and Developmental Disabilities is requesting to amend Contract #ID 21/23 with Home Health Specialist, Inc. to reflect the agency's legal name as it appears on their W-9 to Home Health Specialist, LLC dba Family first Homecare of Pennsylvania.

*Amendment Request:*

This request is to correct the provider's legal name as it appears on the business W9. The overall value of the Agreement remains the same.

*Program Need for Requested Service:*

Home Health Specialist, LLC dba Family first Homecare of Pennsylvania provides residential services to individuals registered with the Departments Intellectual & Developmental Disabilities services that no longer reside in their home for a variety of reasons such as aging care givers, etc.

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:*

N/A

*Plan to issue Request for Proposal or rationale if not planning on issuing one:*

N/A

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: \_\_\_\_\_

Program Approval: Alexandra Ledder Perrell Date: 3/15/2024  
RMB

Fiscal Approval: [Signature] Date: 3/15/2024

CFO Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Human Services Director: Angelique Hiss Date: 3/15/2024



February 29, 2024

RE: Contract ID# 21/23

Please be advised that on May 31, 2022, Home Health Specialists, INC was converted to Home Health Specialists, LLC. Additionally, the dba Family First Homecare of Pennsylvania was added effective February 16, 2023. Please update contract ID# 21/23 and any amendments with the name change.

Thank you,

A handwritten signature in cursive script that reads "Emma De Jesus".

Emma De Jesus  
Credentialing/Contracting Director  
813-850-0042, Ext. 100  
credentialing@myfamilyfirsthc.com



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://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.  
**Home Health Specialists, LLC**

2 Business name/disregarded entity name, if different from above  
**Family First Homecare of Pennsylvania**

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) ► **P**

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.  
**349 W State St**

6 City, state, and ZIP code  
**Media, PA 19063**

7 List account number(s) here (optional)

Requester's name and address (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 *How to get a TIN*, later.

Social security number

			-			-				
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or

Employer identification number

2	3	-	2	3	2	8	2	1	6
---	---	---	---	---	---	---	---	---	---

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.

## 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 ► *Enima De Jesus*    Date ► **01/01/2024**

## 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](http://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

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Caitlyn Brown, Human Services

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

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

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 1924-4204-631000

**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**

<b><u>AGREEMENT NUMBER</u></b>	<b><u>PROVIDER</u></b>	<b><u>TERM</u></b>	<b><u>AMOUNT</u></b>
ELRC 1132/23	Tusu Kabbah	2/1/24-*	N/A (Based on maximum State childcare allowance)
ELRC 1133/23	Caring 4 Kids Learning Center 2	3/1/24-*	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

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Phalina Sim, Human Services

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to amend Contract #CW 117/23 with Athena House, LLC which adds an additional supportive service to the provider's agreement that includes 1:1 support at a rate of \$20.00 per hour for youth 13 - 20 years of age and extends the agreement through the 2024/2025 fiscal year. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 1824-4214-611000; 02-2306-640150

**ESTIMATED/ACTUAL COST OF REQUEST:** N/A\*

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Please see attached supported documents.

**ATTACHMENTS:**

- [Athena House, LLC #CW 117/23 Summary Page](#)
- [Athena House, LLC #CW 117/23 Current Z Page.pdf](#)
- [Athena House, LLC #CW 117/23 Revised Z Page.pdf](#)

**Delaware County Human Services Request for Contract Amendment**

*Program Office: Child Welfare*

*Provider:* Athena House, LLC

*Current Contract Amount:* N/A

*Current Contract Effective Dates:* 11/15/2023 to 6/30/24

*Proposed Contract Amount:* N/A

*Proposed Contract Increase/Decrease:* N/A

*Proposed Contract Effective Dates:* 11/15/2023 to 6/30/2025

*Funding (Entire Contract):*

Federal Funding Source(s):	Foster Care IV-E CFDA #93.658	Amount:	Per eligibility of child/placement
	Social Services Block Grant CFDA #93.667		Per allocation /applicability
	Stefanie Tubbs Jones Child Welfare Services Program CFDA #93.645		Per allocation /applicability
State Funding Source(s):	Act 148	Amount:	80%/60% per placement type and net of Federal and other revenue
Other Funding Source(s):	Title IV-D/Social Security	Amount:	Variable per child
County Funding:		Amount:	20%/40% per placement type and net of Federal and other revenue

*Available Budget (Only for Increase Amount):*

SAP Account(s)	1824-4214-611000	Balance:	Funds to be transferred
	02-2306-640150		\$653,000

*Amendment Statement:*

Delaware County Department of Human Services – Child Welfare is requesting to amend Contract #CW 117/23 with Athena House, LLC to provide additional supportive services. Subject to Solicitor’s approval.

*Amendment Request:*

This request to amend to amend the agreement with Athena House, LLC adds additional supportive services to include a 1:1 support at the rate of \$20.00 per hour/\$480.00 per day. This rate includes room and board, counseling, and educational services, 24-hour line of sight, prepared food delivered, maintaining a healthy, safe environment, transgression behavior prevention and delivered medications for youth 13-20 years of age.

*Program Need for Requested Service:*

Athena House, LLC provided the 1:1 support for a resident that was experiencing intensive levels of behaviors that required extra staff to support her 24 hours a day. The labor-intensive service required extra staff and overtime. Athena House, LLC accepts female youth with extensive behavioral issues and may need the extra support at times to maintain their placement.

Delaware County Children and Youth Services is mandated by law to provide an array of placement services to children and youth between the ages of birth to 21 years of age. An agreement with Athena house will provide another much-needed resource for the Department and Juvenile Probation office.

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:*

N/A

*Plan to issue Request for Proposal or rationale if not planning on issuing one:*

Placement services, specifically foster care and congregate care do not require that a Request for Service be issued by the County.

Metrics utilized to evaluate provider and results of last assessment:

Children and Youth Services quality assurance unit and Juvenile Probation office staff will monitor this program through the audit process. This is done in conjunction with the Department of Human Services Fiscal unit and is completed on a rotating basis. Children and Youth Services Resource unit and Juvenile Probation office also works with providers to ensure provision of service as outlined in the contract.

Date Request Discussed with Human Services Director:

March 7, 2024

CYS Program Approval: [Signature]

Date: 03-12-24

CYS Fiscal \_\_\_\_\_

Date: \_\_\_\_\_

JPO Program Approval: \_\_\_\_\_

Date: \_\_\_\_\_

JPO Fiscal Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Juvenile Detention Program Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Juvenile Detention Fiscal Approval: [Signature]

Date: 3/21/2024

CFO Approval: [Signature]

Date: 3.14.24

Human Services Director: [Signature]

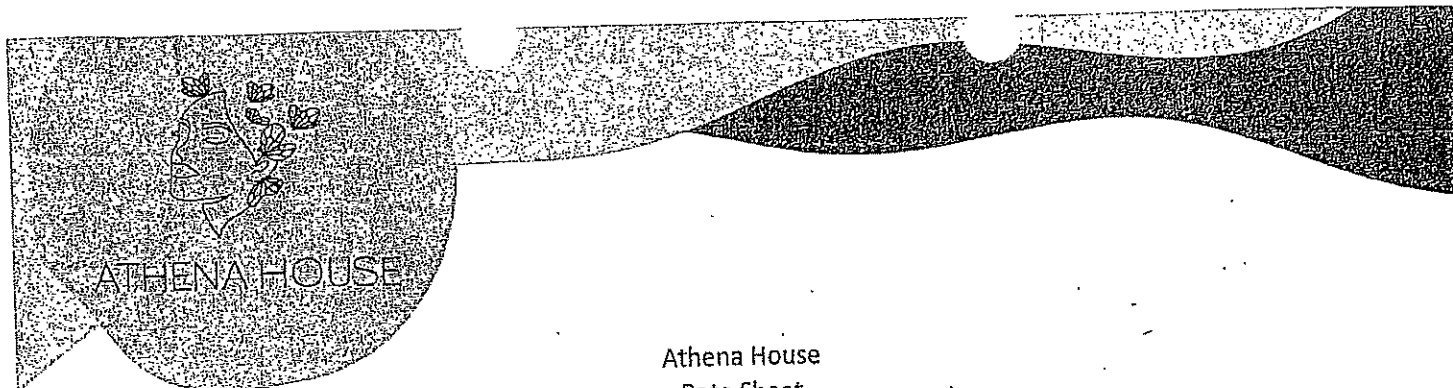
Date: \_\_\_\_\_

CHILDREN AND YOUTH SERVICES  
CONTRACT  
FISCAL YEAR 2023-2024

VENDOR: ATHENA HOUSE, LLC  
CONTRACT #: CW 117/23

Type of Service	NON ACT 152 Per diem
Residential Group Home	\$330.00





Athena House  
Rate Sheet  
10/2023-10/2024

Services Offered:

1. Residential Care:

- Room and board
- Supervision and support
- 24/7 staff availability
- Meals and snacks
- Recreational activities

2. Counseling and Support Services:

- Individual counseling
- Group therapy
- Educational and life skills support
- Crisis intervention

3. Educational Services:

- Tutoring and homework assistance
- Access to educational resources
- Support for educational goals

4. Health and Wellness:

- Medical care coordination
- Medication management
- Mental health support
- Nutrition planning

Rate Structure:

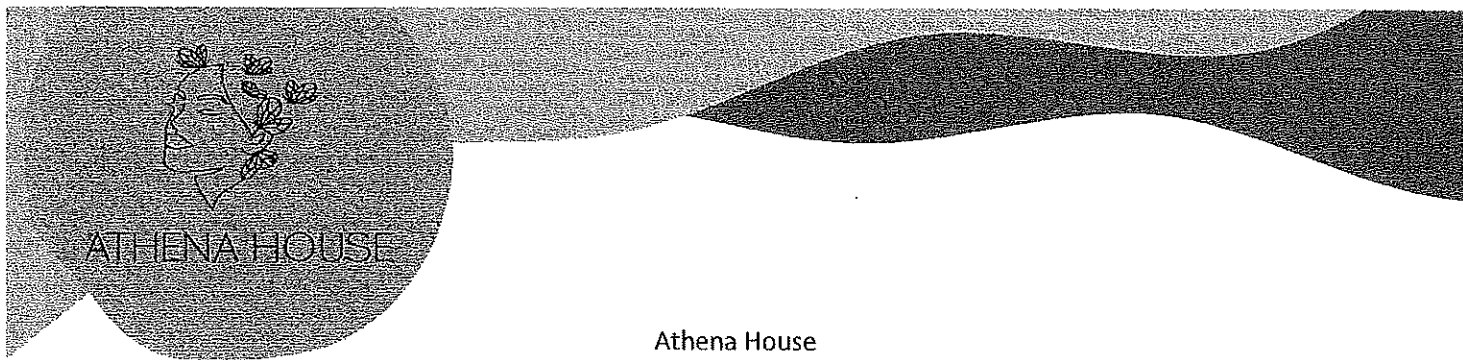
1. Daily Rate:

- Age Group: 13-20
- Rate: \$330 per day
- Includes room and board, counseling, and educational services

CHILDREN AND YOUTH SERVICES  
CONTRACT  
FISCAL YEAR 2023-2024

**VENDOR:** ATHENA HOUSE, LLC  
**CONTRACT #:** CW 117/23

<u>Type of Service</u>	NON ACT 152 Per diem
Residential Group Home	\$330.00
<b>1:1 Supportive Services</b>	<b>\$20.00 Per Hour / \$480.00 Day</b>



Athena House  
Rate Sheet  
10/2023-10/2024

Services Offered:

1. Residential Care:

- Room and board
- Supervision and support
- 24/7 staff availability
- Meals and snacks
- Recreational activities

2. Counseling and Support Services:

- Individual counseling
- Group therapy
- Educational and life skills support
- Crisis intervention

3. Educational Services:

- Tutoring and homework assistance
- Access to educational resources
- Support for educational goals

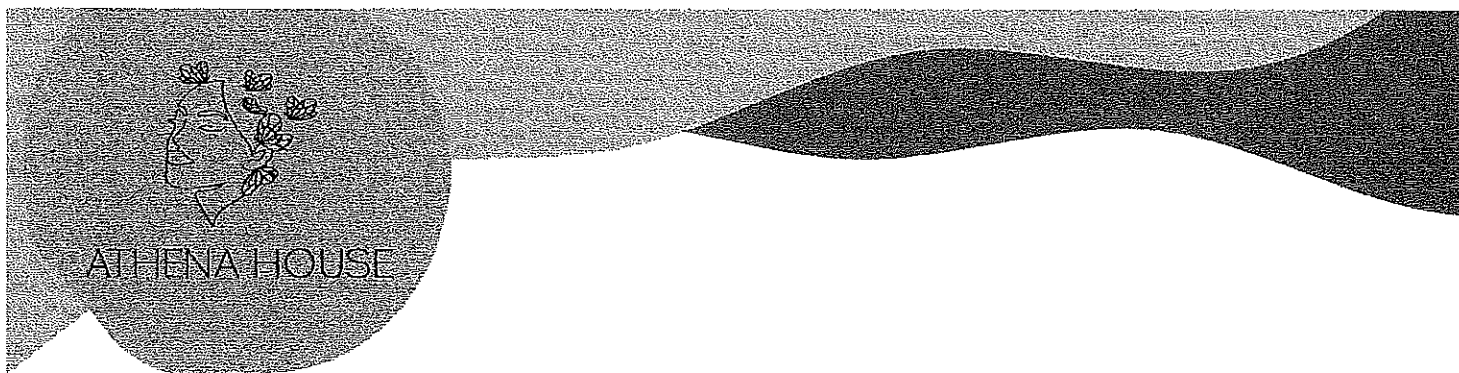
4. Health and Wellness:

- Medical care coordination
- Medication management
- Mental health support
- Nutrition planning

Rate Structure:

1. Daily Rate:

- Age Group: 13-20
- Rate: \$330 per day
- Includes room and board, counseling, and educational services



2. 1 on 1 Services:

- Age Group: 13-20

- Rate: \$20 per hour (\$480 per day)

- Includes room and board, counseling, and educational services, 24-hour line of sight, prepared food delivered, maintaining a healthy, safe environment, transgression behavior prevention, delivered medications

Payment Policies:

1. Payments are due as per contract.

2. Payment Methods: We accept check, credit card, or electronic transfers.

Contact Information:

Athena House  
710 Sproul Street, Chester, PA 19013  
Angelique Hunter  
215-510-9130  
angelique@athenahouse.org  
www.athenahouse.org



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Phalina Sim, Human Services

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of a new contractual agreement with Gateway HorseWorks to provide equine-assisted learning programs for Delaware County youth 13 to 18 years age. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 01-2361-630698; 1824-4305-631000

**ESTIMATED/ACTUAL COST OF REQUEST:** N/A\*

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** Please see attached supporting documents.

**ATTACHMENTS:**

[Gateway HouseWorks #CW 125/23 Summary Page](#)

[Gateway HouseWorks #CW 125/23 Contract](#)

Delaware County Human Services Request for Contract

Program Office: Child Welfare

Provider: Gateway HorseWorks

Proposed Contract Amount: N/A

Proposed Contract Effective Dates: 4/3/2024 to 6/30/2025

Funding:

Federal Funding Source(s):	Temporary Assistance for Needy Families CFDA #93.558	Amount:	Per eligibility of the child

State Funding Source(s):	ACT 148	Amount:	80%/60% net of federal and/or other revenue

Other Funding Source(s):		Amount:	

County Funding:		Amount:	20%/40% net of Federal and other revenue
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Available Budget:

SAP Account(s)	01-2361-630698	Balance:	\$2,200,000
	1824-4305-631000		\$335,188.52

Contract Statement:

Human Services – Child Welfare is requesting to enter into a new contractual agreement with Gateway HorseWorks. Subject to Solicitor’s approval.

*Contract Request:*

Human Services, Child Welfare program is requesting Councils approval of a new contractual agreement with Gateway HorseWorks, located in Malvern to provide equine-assisted learning programs for Delaware County youth 13 to 18 years of age.

Using horses as the key agents of connection and reflection, the Gateway HorseWorks facilitators guide youth through a process of transformative change that supports the capacity to make pro-social connections beyond the barn. If approved an agreement would provide a unique service to male and female juveniles within the Delaware County Child Welfare service system.

*Program Need for Requested Service:*

Gateway Horseworks will be utilized to provide individual, family, and group equine-assisted learning programs for Delaware County youths 13 to 18 years of age in our Child Welfare service system. Delaware County Children and Youth Services and the County's Office of Juvenile Probation believe that dependent and delinquent juveniles could benefit from the unique services offered through this provider.

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:*

Delaware County Children and Youth Services and Office of Juvenile Probation have chosen to utilize the services provided by Gateway Horseworks as this contract will provide a new service currently not offered by any other providers contracted with Delaware County.

*Plan to issue Request for Proposal or rationale if not planning on issuing one:*

Delaware County Children and Youth Services and Office of Juvenile Probation have access to an extremely limited number of services that can provide this level of service. All providers utilized by the County are licensed by the Pennsylvania Department of Human Services, Office of Children, Youth, and Families.

*Metrics utilized to evaluate provider and results of last assessment:*

Juvenile Probation and Children and Youth Services collect and review monthly reports and signature sheets for all juveniles to confirm all services invoiced for were provided in accordance with the contractual agreement.

Date Request Discussed with Human Services Director:

March 21, 2024

CYS Program Approval: 

Date: 03.07.2024

CYS Fiscal \_\_\_\_\_

Date: \_\_\_\_\_

JPO Program Approval: Danielle A. DiMatteo (K.F.)

Date: 2/27/2024

JPO Fiscal Approval: Daniel Burke

Date: 2/27/2024

Juvenile Detention Program Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Juvenile Detention Fiscal Approval: \_\_\_\_\_

Date: \_\_\_\_\_

CFO Approval: \_\_\_\_\_

Date: 3.25.24

Human Services Director: \_\_\_\_\_

Date: 3/22/2024



DATE: April 3, 2024

AGENCY: County of Delaware, Child Welfare

PROVIDER OF SERVICE: Gateway HorseWorks  
2045 Union Hill Rd  
Malvern, PA 19355

Federal ID #47-5474101

CONTRACT PERIOD: Beginning: April 3, 2024  
Ending: June 30, 2025

CONTRACT AMOUNT: N/A\*

IN WITNESS WHEREOF, the parties hereto have caused the 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

\*Contract contains no maximum dollar amounts – approved rates attached.

**CONTRACT #CW 125/23**

**AGREEMENT**

This Agreement is made by and between the County of Delaware, Department of Human Services, (“County”), **Gateway HorseWorks** 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 Children and Youth 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 **April 3, 2024 through June 30, 2025**, 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 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 the 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 C	Reporting Requirements
Appendix E	Non-Compliance Procedures
Appendix F	Insurance
Appendix G	Confidentiality
Appendix I	Work Statement
Appendix L	Disclosure of Lobbying Activities
Appendix P	CYS Policies and Procedures - Manual – RTF (if applicable)
Appendix U	Audit Requirements
Appendix X	Program Description
Appendix Z	Budget
Appendix AA	Invoicing Submission Requirements
Appendix CC	HIPAA Business Associate Agreement
Appendix DD	Federal Awards (if applicable)
Appendix EE	Child Protective Services
Appendix FF	Medical Marijuana Prohibition
Appendix HH	Standard Program Evaluation Protocol
Appendix II	Political Contribution Disclosure
Appendix JJ	Delinquency Home Passes

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. 69<sup>th</sup> 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.



**CHILD WELFARE FEE PAYMENT SCHEDULE  
CONTRACTS/LETTERS OF AGREEMENT**

1. Upon periodic completion of services rendered, invoices for fees shall be submitted monthly, and shall contain the following information in order to be paid within 30 days of receipt of invoice.
  - a. Certification of Compliance with the Civil Rights Act of 1964;
  - b. Delaware County Certification Statement attesting to the terms of the contract;
  - c. Total cost of service provided;
  - d. Units of service provided;
  - e. Specific dates of service including completion date;
  - f. Any and all documents as required by the program office to verify that services were rendered;
  
2. Arrangements for quarterly payments may be made with the invoice due within 30 days of the end of the quarter.
  
3. If a new rate is to be requested upon expiration of this Agreement, the Contractor shall make such a request, and shall submit justification for the increase (on forms provided by or approved by the County), at least 120 days prior to the expiration of this Agreement. If the Contractor fails to comply within the specified period of time, and in the event any subsequent Agreement with the Contractor is deemed by the County to be in its best interest, the County will prepare a new Agreement at the existing rate. In no case will the Contractor be retroactively awarded an increased rate of reimbursement.
  
4. Day Treatment Program Funding
  - a. Delaware County Juvenile Court and Children and Youth Services cannot be billed for:
    - i. Days considered as "breaks" (i.e. Christmas vacation, Easter vacation, summer recess, etc.);
    - ii. Holidays if the children are not attending school on these days;
    - iii. More than four (4) unexcused absences per month. Excused absences will be reimbursed. Excused absences are those absences verified by a parent's or doctor's note or as determined by supervisory staff related to treatment considerations.

**CHILD WELFAREPAYMENT SCHEDULE  
PLACEMENT CONTRACTS/LETTERS OF AGREEMENT**

1. Invoices shall be submitted monthly and shall contain the following information in order to be paid within 30 days of receipt of invoice.
  - a. Certification of Compliance with the Civil Rights Act of 1964;
  - b. Delaware County Certification Statement attesting to the terms of the contract;
  - c. Facility Name (in case of Foster Family Home – Name of Foster Family Provider);
  - d. Facility location;
  - e. OCYF Certificate of Compliance Number;
  - f. Name of Unit and Unique Identifier;
  - g. Child's name;
  - h. Specific dates of service;
  - i. Total cost of residential care;
  - j. Total allowable Title IV-E Maintenance for residential service. Personal incidental cost must be identified separately and distinguished between total cost and Title IV-E allowable costs;
  - k. Total allowable Title IV-E Administration (applicable private foster family providers only).
  
2. The Provider represents and warrants that the rates charged to the County are equal to or less than the maximum rate of reimbursement as approved by the State.
  
3. If a new rate is to be requested upon expiration of this Agreement, the Contractor shall make such a request, and shall submit justification for the increase (on forms provided by or approved by the County), at least 120 days prior to the expiration of this Agreement. If the Contractor fails to comply within the specified period of time, and in the event any subsequent Agreement with the Contractor is deemed by the County to be in its best interest, the County will prepare a new Agreement at the existing rate. In no case will the Contractor be retroactively awarded an increased rate of reimbursement.
  
4. Payment for each child shall be effective from the first day of child's actual attendance up to, but not including, child's discharge date or for a period not to

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exceed 5 consecutive days absence of the child (which shall result in an automatic discharge), whichever comes first.

#### 5. Day Treatment Program Funding

- a. Delaware County Juvenile Court and Children and Youth Services cannot be billed for:
  - i. Days considered as "breaks" (i.e. Christmas vacation, Easter vacation, summer recess, etc).
  - ii. Holidays if the children are not attending school on these days.
  - iii. More than four unexcused absences per month. Excused absences will be reimbursed. Excused absences are those absences verified by a parent's note or a doctor's note or as determined by supervisory staff related to treatment considerations.

## REPORTING REQUIREMENTS

- A. Provider is required to obtain a Federal Criminal History Record report on all foster parent and employee applicants prior to approval or hire. In addition, Child Abuse Clearances are required to be obtained by the provider. The provider will also adhere to House Bill #435 of 2013 as well as the Child Protective Services Law. If the foster parent or employee applicant lived outside the Commonwealth during the past 5 years, Clearances must also be obtained from those states.
- B. Children and Youth Services is required by regulations (refer to Pennsylvania Bulletin 3130-83-05 issued on February 4, 1983) to have the exact location of Children and Youth Services children placed in purchase of service facilities. Children and Youth Services must have the name and address where our children are physically placed. In the case of a Group Home placement, Children and Youth Services must have the same information (some Contractors have a number of Group Homes).
- C. Foster Family homes (relative or non-relative) must meet all standards for full approval. Temporary or provisional approvals of foster family homes do not meet the full licensure requirement. Within 24 hours of the placement of a child, the Provider shall submit to the County's Children and Youth Administrator, a copy of the Provider's approval letter granting the foster home/parent full approval status.
- The Provider shall also notify the County within 24 hours if and when any foster home/parent under contract with the Provider is found in violation of any federal, state, or county regulation, which could result in the loss of full approval status.
- D. Submission to the County of child service plans, quarterly progress reports, discharge summaries and other written reports shall be required by the County in accordance with Pennsylvania Department of Human Services regulations. Such reports shall contain any and all information requested by the County and shall be submitted on date due, or within five days of date of discharge or date on which request for the same is made by the County.
- E. A complete written clothing and miscellaneous inventory must be submitted to the child's Children and Youth Services worker whenever a child is either admitted to or discharged from a Contractor agency. This information should be submitted to Children and Youth Services within 7 days of admission and within 7 days of discharge.
- F. Provider is obligated to conduct an internal review as outlined under Children and Youth Bulletin 3490-00-01 Child Death Review and Report Protocols when a child placed with a private agency dies as the result of suspected child abuse/neglect.

### APPENDIX C

The review would include cases that are currently active and also those that were known to the Private agency within the past 16 months.

The review shall be conducted simultaneously with the Child Protective Service (CPS) Investigation and should examine supervisory requirements, training requirements and determine whether an appropriate level of service was provided to the child and family by public and private agencies.

G. Labor and Industry

Provider shall ensure that all foster homes are maintained in compliance with the Department of Labor and Industry's Fire and Panic Codes as outlines in Chapter 55 Division C-2, Occupancies and Chapter 56, Division C-3, Samm Group Habitation.

H. Document Maintenance for Residential Providers

The County must ensure that their contracts with residential providers include these provisions:

- Residential providers must maintain centrally located documentation regarding each referral that the provider receives from a county agency (CYS or JPO). The provider can maintain the documentation however they choose, as long as it located centrally. The provider must maintain the following information: the date of receipt of referral; the requesting county and agency (CYS or JPO); the name, age and race of the child presenting primary problem; and whether the child was accepted or rejected for admission to the program and the reason.
- Residential providers must maintain centrally located documentation regarding each child that is discharged from their residential programs. The provider can maintain the documentation however they choose, as long as it located centrally. The provider must maintain the following information: the date of the discharge from the residential program; the county and agency (CYS or JPO) that placed the child at the program; the name, age and race of the child; and the reason that the child was discharged from the residential program (including the successful progress of original presenting problem; awol; negative discharge; etc.)
- Residential providers must maintain centrally located documentation for all arrests by law enforcement regarding children and youth being served by the provider. The provider can maintain the documentation however they choose, as long as it located centrally. The provider must maintain the following information: the date; the county and agency (CYS or JPO) that placed the child at the program; the name, age and race of the child; and reason for arrest by the law enforcement agency.

APPENDIX C

- Residential provider must maintain centrally located documentation for all restraints of children/youth served. The provider can maintain the documentation however they choose, as long as it located centrally. The provider must maintain the following information: the date; the county and agency (CYS or JPO) that placed the child at the program; the name, age and race of the child; reason for restraint; intervention attempted by staff prior to restraint; date and time the restraint occurred; type of restraint used; name of employee(s) who performed the restraint; duration of restraint; name of employee(s) who observed the child; and the result of restraint (i.e. injuries incurred by, hospitalization, etc.).
- Residential providers must maintain centrally located documentation for the period that the youth was placed out-of-home with the same provider as to whether the youth has been truant (3 unexcused absences within the school year.
- Residential providers, with the exception of emergency shelters and detention centers, must maintain centrally located documentation as to whether the youth is attending school and/or is employed full-time (37.5 hours per week) within 6 and 12 months after discharge from placement; and,
- Residential providers must maintain centrally located documentation as to whether every youth has received a full EPSDT screening within 60 days of entering placement, unless the child has had a screening and the results of the screening are available, and whether the subsequent treatment indicated has been initiated/scheduled within 90 days upon entering placement. Youth transferring from one foster care agency to another and youth transferring from a facility licensed under Chapter 3800 to a foster care agency may be exceptions. Please see Policy Clarification 3700-07-03, dated May 25, 2007.

#### I. Emergency and Disaster Planning

- Child and Family Services Improvement Act requires that agencies and programs funded by Titles IV-B and IV-E have a disaster response plan.
- Agencies that are revising existing emergency or disaster response plans or developing emergency or disaster response plans must be certain that these plans are coordinated with County Emergency Management or other appropriate local planning authorities, and are updated to address the five federal requirements listed below:

### APPENDIX C

- a) Identify, locate and assure continuity of services for children receiving services in their own home, under State care or supervision in child residential and day treatment facilities and resource for family homes – who are displaced or adversely affected by a disaster or outbreak of disease;
- b) Respond, as appropriate, to new child welfare cases in areas adversely affected by a disaster or other emergency situations, and provide services in those cases;
- c) Remain in communication with caseworkers and other essential child welfare personnel who are temporarily displaced or debilitated because of a disaster or other emergency situation;
- d) Preserve essential program records; and,
- e) Coordinate services and share information with other agencies, programs, and/or States.

#### APPENDIX C

## REQUIREMENTS FOR REAUTHORIZATION DOCUMENTATION FOR RTF AND PSYCHO-SOCIAL REHAB FACILITIES

The Reauthorization Documentation must include the following information:

1. Restatement of the goals of residential treatment services for the child – long term goals and immediate goals of this reauthorization process.
  - a. Which of these goals have been achieved or partially achieved: if not, why not
  - b. Any additional goals
  - c. What services will be provided to assist in achieving the above goals
2. Restatement of the goals of residential treatment services for the family – long term goals and immediate goals of this reauthorization process.
  - a. Which of these goals have been achieved or partially achieved; if not, why not
  - b. Any additional goals
  - c. What services will be provided to assist in achieving the above goals
3. Anticipated length of stay in a residential facility – if discharge planning is to occur during this reauthorization period, include specifics of that planning.

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## REPORTING REQUIREMENTS

- A. The following is a list of the specific administrative functions/activities that are to be purchased and included in the Total Per Diem and Title IV-E Administrative Per Diem rates. These administrative activities are:
1. Per diem development, defined as the administrative time spent by the private foster care provider in completing the budget forms required by OCYF Bulletin 3170-08-01.
  2. Referral to services, comprised and including the administrative activity when the worker is providing a child or his/her family with requested information about needed services, directing an individual to needed treatment, aid or information; administrative time only and does not include the participation in service delivery or providing a service directly to a client.
  3. Placement of children, that being the administrative activity of identifying appropriate foster homes, completing necessary paperwork to submit and to review criminal background checks for prospective foster parents, matching of a particular child referred by the county to the private foster care provider with a particular needs, working with foster parents to prepare them to receive specific child.
  4. Day-to-day administrative case management when foster care agency worker arranges for services and monitors and assures that services are provided, and scheduling and arranging for appointments for the provision of services for the child in placement; arranging for services and assuring services are provided excludes participating in service delivery/provision or providing a service directly to the client; and supervision of a particular child's adjustment in the foster family home.
  5. Recruitment, licensing, and approval of foster homes and institutions (including finding, training, approving, monitoring and supervising of the particular home and foster family members).
  6. For the period placed out-of-home with the same provider, whether the child/youth has been truant;
  7. Whether the child/youth is attending school and/or is employed full time within 6 and 12 months after discharge from placement; and
  8. Whether every child/youth has received a full EPSDT screening within 60 days of entering placement, unless the child has had a screening and the results of the screenings are available, and whether the subsequent treatment indicated has been initiated/scheduled within 90 days upon entering placement.
  9. If the County and a private foster care provider BOTH provide foster family services, the Provider verifies that there is NO DUPLICATION OF ACTIVITIES by both the County and the private provider workers that are reimbursed with Title IV-E funding.

### APPENDIX C-2

**B. Reasonable and Prudent Parenting Standards:**

Effective January 1, 2016, PROVIDER is required to comply with the aspects of Pennsylvania Act 75 of 2015/House Bill 477, and Public Law 113-183 Sec. 111, relating to the Reasonable and Prudent Parenting Standard.

PROVIDER shall designate an individual to provide decision-making authority for children residing in their care in accordance with staffing and supervision requirements applicable to the setting. This individual should consult with COUNTY and PROVIDER caseworkers or staff members who are most familiar with the child in applying and using the Reasonable and Prudent Parent Standard.

PROVIDER shall provide training and monitoring of resource families regarding the application and use of the Reasonable and Prudent Parent Standard.

**C. Prison Rape Elimination Act (PREA)**

The Prison Rape Elimination Act of 2003 (PREA, P.L. 108-79) was enacted by Congress to address the problem of sexual abuse of persons in the custody of correctional agencies throughout the country. PREA applies to all public and private institutions that house adult or juvenile offenders and is also relevant to community-based agencies. It addresses both inmate-on-inmate sexual abuse and staff sexual misconduct. The major provisions of PREA include:

- Adherence to a zero-tolerance standard for the incidence of inmate sexual assault and rape;
- Development of standards for detection, prevention, reduction, and punishment of prison rape;
- Collection and dissemination of information on the incidence of prison rape; and
- Award of grant funds to help state and local governments implement the purposes of PREA

Although PREA was legislated in 2003, the National Standards to Prevent, Detect, and Respond to Prison Rape were just recently published in the Federal Register on June 20, 2012. These standards are applicable to adult prisons and jails, lockups, community confinement facilities, and juvenile facilities. A Juvenile Facility is defined as a facility primarily used for the confinement of juveniles pursuant to the juvenile justice system or criminal justice system.

In order to demonstrate compliance with this federal law, all facilities that fall under this definition must be audited once during each three year audit cycle.

## NON-COMPLIANCE PROCEDURES

During the performance of this Agreement, the following conditions shall prevail:

- A. The Contractor shall comply with and fulfill, in a timely and proper manner, its obligations under this Agreement and the provisions of the Public Welfare Code, 62 P.S. Articles IV and VII; the Juvenile Act, 42 PA C.S. Section 6301-6365; the Child Protective Services Laws, 11 P.S. Section 2201-2224; the Adoption Act, 23 PA C.S.A. Section 2101-2910; the Adoption Assistance and Child Welfare Act of 1980, P.L. 96-272, amending Title IV-B and Title IV-E of the Social Security Act, 42 U.S.C. Section 620-627 and Section 670 and all other relevant statutes, regulations and bulletins promulgated by the Department of Human Services of the Commonwealth of Pennsylvania thereunder, as such are amended from time to time, and which are hereby incorporated into this Agreement by reference.
- B. If the Contractor shall fail to fulfill in a timely or proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants or stipulations of this 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 (15) days following receipt of said notice. If the Contractor shall fail to comply within 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. Deem such non-compliance as severable and issue a written notice of Partial Termination as to the term, provision or condition of this Agreement for which the Contractor is not in compliance. Such partial termination shall not relieve either party of its remaining duties and obligations under this Agreement.
  3. At least fifteen (15) days before the effective date thereof, issue a written Notice of Termination of this Agreement specifying the effective date.
- C. It is further agreed that in the event funds to the County from State and Federal sources 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 issue a written Notice of Termination of this Agreement to the Contractor effective upon a specified date, which will be within a reasonable period of time under the circumstances.

### APPENDIX E

## 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.



## CONFIDENTIALITY

The Contractor agrees that all persons who seek services or who are diagnosed, counseled, treated, or placed, or receiving any services defined in this contract, or formerly recipients of such human services, shall be secure in the confidentiality of their names, identities, records, and the information contained therein except as disclosure is permitted by the applicable laws and regulations of the Pennsylvania Department of Human Services and policies of the County. The Contractor shall, to insure confidentiality of client information, make provisions for security of records and protection of individual privacy.

## APPENDIX G

## **RESPONSIBILITY FOR RTF PLACEMENTS MADE PENDING OMHSAS APPROVAL**

When a child has been placed by Delaware County Department of Human Services in a RTF pending OMHSAS approval it can be presumed that the interagency team has recommended such placement to meet the child's treatment needs. If the request for prior authorization is subsequently denied by OMHSAS, the CYS/JPO case manager, and County case manager are responsible for reconvening the interagency team to plan for other mental health services for the child in a less restrictive setting and/or grieving the denial of services. [Rejections based on incomplete/inaccurate requests will be returned to the prescribing physician or psychologist for additional information and/or corrections and resubmissions.]

When the Delaware County Department of Human Services concurs with or exhausts the grievance process pertaining to the denial by OMHSAS, Delaware County Department of Human Services agrees to reimburse Contractor at the total per diem residential treatment contracted rate (treatment plus room and board) negotiated by OMHSAS for the period beginning with the date the child entered residential treatment program and ending with the day the child was removed from the residential treatment program.

The Contractor agrees to cooperate fully and to act in a timely manner regarding all decisions of the Delaware County Department of Human Services regarding movement of the child to a less/more restrictive setting.

### **APPENDIX I-1**

## WORK STATEMENT

### INDIVIDUAL SERVICE PLAN

Individual Service Plan should comply with State Regulations 55 PA Code Chapter 3680, specific section 3680.42 as amended from time to time. The plan needs to be developed with the opportunity for the participation of the county caseworker.

### VISITATION AND TRANSPORTATION

Family visitation is a right not a privilege. According to State Regulation restricting home visits as a behavior management technique is out of compliance with legal opinion, state regulations and county policy. Visitation should be offered a minimum of once every two weeks or more as determined by the Court Order.

Contractor is expected to arrange all visitation for children and parents, in collaboration with the county caseworker, utilizing clinical visitation programs contracted for and located within Delaware County. The county caseworker will complete referrals for clinical visitation programs. Contractor is expected to provide transportation costs for children to visit their parents. On those occasions when children for whatever reason are not able to visit parents, the contractor will be asked to provide transportation for those parents who, because of lack of funding or because of lack of mode of transportation, need help in visiting their children at the placement facility. This will also include parental visits for therapy sessions.

Contractor is expected to provide all routine transportation costs for children and transportation for Court Hearings and Administrative Reviews. All transportation costs are a part of the per diem

### EDUCATION

Provision of appropriate education, including remedial or vocational training, is required through the public school system, where applicable. Fostering Connections requires county agencies to work with local school districts to maintain school stability for all children placed in out of home care including those in residential placements, by coordinating with appropriate school districts to ensure that placed children remain in their current school unless a change would be in their best interests. (42 U.S.C. §675(G)(ii)). If children do change schools, the contractor should ensure child is immediately enrolled in school, with required educational records provided to the new school. (42 U.S.C. §675(1)(G)(ii)(iii)).

The agency shall not be required to obtain informed consent from the parent of a child for an initial evaluation to determine whether the child is a child with a disability if despite reasonable efforts to do so, the agency cannot discover the whereabouts of the parent of the child, the rights of the parents of the child have been terminated in accordance with State law; or the rights of the parent to make educational decisions have been subrogated by a judge in accordance with State law and consent for an initial

## APPENDIX I

evaluation has been given by an individual appointed by the judge to represent the child. (Individuals with Disabilities Education Act §144(iii)(I)(II)).

## NECESSITIES

Contractor is expected to provide food, clothing, shelter, and all personal necessities. If child does not have a sufficient wardrobe at the time of placement, Children and Youth Services may issue a clothing voucher to purchase necessary clothing not to exceed \$375 for youth aged 12-18, \$325 for youth ages 5-11, and \$250 for youth ages 1-4. Request for a voucher must be submitted within two weeks of placement. Vendor shall ensure that the wardrobe at the time of discharge is equivalent to the initial basic wardrobe as provided by the County as assumes liability for same.

## MEDICAL /DENTAL

Contractor is expected to provide medical, dental, psychological and other services as necessary to ensure child's adequate physical and emotional development. The county will provide consent for provision of routine medical care. (55 Pa. Code§3680.52) For medical and dental services, Contractor shall utilize medical assistance or other third-party coverage. For medical assistance or third-party coverage, ineligible children only, County will fund medical and dental services only if contractor obtains prior approval from the Resources Administrator or Vendor Specialist. The request must be in writing, except when emergency care is required.

The Contractor cannot give emergency / non-routine medical or surgical consent and should contact the County to assist in obtaining parental consent for emergency medical care. If parental consent cannot be obtained, County worker consent, including Court Order if necessary is required.

## MEDICAL FOSTER CARE

The County agrees to reimburse the Contractor at the lowest Foster Care rate shown in Appendix Z (usually identified as Foster Care Level I). However, on an exception basis and only with written prior approval from the County, the Contractor may be authorized to furnish a higher level of Foster Care and will be reimbursed by the County at the appropriate reference rate in Appendix Z. Without regard to the level of Foster Care authorized by the County, the Contractor will separately invoice the Pennsylvania Medical Assistance program at the prevailing fee schedule rate for all personal care services furnished.

Contractor will complete a Medical and Emergency Plan to include diagnosis, level of care and equipment needed for all children in Medical Foster Care within 30 days of placement.

## APPENDIX I

## FAMILY WORK

The contractor will collaborate with the agency to work with the youth and family in support of the goals identified in the Individual Service Plan and the Family Service Plan.

## INTER-AGENCY CONFERENCE

In-person or virtual Conferences with appropriate County staff is required quarterly when a change in plan for services is contemplated. Except for internal meetings, parents are to be invited unless Court Ordered otherwise. Other meetings to be scheduled, as necessary, based on case needs.

## JUDICIAL PROCEEDINGS

Contractor participation in all court hearings, including testifying as may be deemed appropriate by the Court on matters pertaining to the child's current level of functioning and progress, is required.

The County will allow those children, over the age of sixteen, who are placed in out of home care to own and operate a motor vehicle upon the verification of a current driver's license, registration, and automobile insurance at no less than the Commonwealth's minimum standards at their own expense. The policy holder for the automobile insurance assumes liability.

The County forbids any child in custody to own or operate a moped, scooter or motorcycle.

## FIREARMS AND OTHER DANGEROUS WEAPONS

The County cannot condone children in Children and Youth Services custody and placed with contractors, hunting or otherwise possessing firearms or knives, bows and arrows, num-chucks and similar dangerous weapons. Such weapons, if stored in the child's residence, such as a foster home, shall be locked up and guns must be stored in a locked cabinet and unloaded.

## PSYCHIATRIC HOSPITALIZATION

If a child acts in a way, which indicate possible need for psychiatric hospitalization, the Contractor must obtain a psychiatric examination. If the psychiatrist recommends hospitalization, even if its for a 24 hour observation period, the commitment should be coordinated by the Contractor with the mental health system in the County of the child's permanent residence. If the psychiatrist does not recommend hospitalization, then a written statement must be obtained stating the child is not a danger to himself and / or to others and the child should be returned to the Contractor. This statement and /or results of all psychiatric examinations must be given to the County worker as soon as possible.

## APPENDIX I

## RUNAWAYS

Prompt notification is necessary to all appropriate parties, including local Police and child's parents, when it is determined that a child has run away and when a runaway child is found and / or returned to the Contractor's physical custody. The County may be reached through Emergency Services during off-hours. Contractor should continue to hold a bed and provide services to the runaway child for five days from the date the child ran away unless the County notifies the Contractor that the child is considered discharged. When oral notice is given during the five day period that the child is to be considered discharged, the Contractor is no longer responsible for the child and need not accept the child back into placement.

Contractor will also provide transportation if runaway child in its care is found within the County or contiguous county of the location of the placement.

## CHANGE IN LOCATION

Contractor is responsible to furnish Children and Youth Services with information regarding the exact physical location of the child / youth at the time of placement. If the child needs to be moved within the Contractor system from one physical location to another, the Contractor must inform the Children and Youth Services caseworker, in writing, 20 days before the move is made. Children and Youth Services must file a Motion to Modify Placement with the Court. The child / youth cannot be moved until the Motion to Modify has been approved by the Court. In the case of an emergency, the Contractor must call Children and Youth Services no later than the next working day with the required information. Contractor must verify nature of the emergency move, in writing, immediately thereafter.

## DISCHARGES

If Contractor wished to discharge a child/youth, written notice must be sent to the Children and Youth Services caseworker, along with all pertinent reports (discharge summary, psychological, psychiatric, school records and other pertinent reports). Children and Youth Services requires 30 days of notice of pending discharge and Contractor will be responsible to keep child until another plan is made or until 30 days have passed, whichever comes first.

If youth is committed to a detention or psychiatric facility discharge will be negotiable.

## PRE-PLACEMENT REPORTS

The County agrees to submit studies of children, including social summary and significant medical history, as required by the Contractor for admission decision. Related school information, diagnostic reports, and previous placement reports shall be forwarded to the Contractor, if available.

## APPENDIX I

## PRE-PLACEMENT VISITS

The County will arrange for pre-placement visits and conferences as agreed upon between the County and Contractor. The participants may include, but not be limited to the child, the parent(s) or guardian, and the County caseworker or probation officer.

## PLACEMENT INFORMATION

Upon official notice of acceptance by the Contractor the County agrees to submit all medical, dental and other health reports and forms, medical/dental consents, a valid Court Order and any other pertinent information deemed necessary by the Contractor or in accordance with Pennsylvania Department of Human Services regulators.

## EMERGENCY PLACEMENTS

For emergency or shelter placements, the County agrees to submit all available reports, summaries and other information required by the Contractor within five working days of date of placement.

## CHILDREN AND YOUTH SERVICES CASEWORKER VISITING WITH CHILD IN CONTRACTOR FOSTER HOME

When the County worker wishes to see child in the foster home, arrangement will be made by the County, through the Contractor agency, and if available, a contractor agency worker should be present during the visit. The County worker will be afforded the opportunity to meet with the child alone.

## SERVICES TO CHILDREN IN OUT OF HOME PLACEMENT WHO ARE 14 YEARS OLD OR OLDER

The Foster Care Independence Act of 1999 and the John H. Chafee Foster Care Independence Program require that all youth who are in foster care (including group home and residential facilities) on or after their 14<sup>th</sup> birthday be provided with Independent Living Services to assist them in preparing for employment, education and successful management of adult responsibilities. Providers serving this population, must at a minimum, provide a needs assessment, service planning, service delivery and transition planning for all children under their care. The Needs Assessment must evaluate a youth's independent living needs in at least the following areas: education / job training, employment, housing and life skills. The Needs Assessment and case plans should be developed in collaboration with the Children and Youth Services worker, the adolescent, the foster parents, biological parents or community caregivers, as appropriate and other involved professionals. The Casey Life Skills Assessment tools can be accessed on-line at no cost at [caseylifeskills.org](http://caseylifeskills.org). A copy of all needs assessments and case plans should be forwarded to the County Independent Living supervisor.

## APPENDIX I



## PRIVATE PROVIDER CASEWORKER VISITS WITH CHILDREN WHO ARE IN THE LEGAL CUSTODY OF DELAWARE COUNTY CHILDREN AND YOUTH SERVICES

Senate Bill S.3525, passed in 2006 amended Title IV, Part B of the Social Security Act, to include standards and expectations for caseworker visits to children in out of home placement. At a minimum, children should be visited by their caseworkers on a monthly basis, the majority of visits occurring in the placement setting. The visits should be "well planned and focused on issues pertinent to case planning and service delivery to ensure the safety, permanency and well being of the children." At this time, the Department of Human Services is indicating that a visit qualifies if a safety assessment was completed during the visit and there is documentation of the visit and the assessment. Provider are required to document the visits and safety assessments and provide copies of the documentation to Delaware County Children and Youth Services monthly.

## APPENDIX I

## LOBBYING CERTIFICATION FORM

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX L

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b></p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p><b>3. Report Type:</b></p> <p>a. initial filing b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____ Date of last report _____</p>	
<p><b>4. Name and Address of Reporting Entity:</b></p> <p>Prime _____ Subawardee Tier _____ (if known)</p> <p>Congressional District, if known _____</p>		<p><b>5. If Reporting entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description</b></p> <p>CFDA Number, if known _____</p>		
<p><b>8. Federal Action Number, if known</b></p>	<p><b>9. Award Amount, if known</b></p> <p>\$ _____</p>		
<p><b>10 a) Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b></p>	<p><b>10 b) Individuals Performing Services (including address if different from No. 10 a)(last name, first name, MI)</b></p>		
<p><b>11.</b></p>	<p>Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. Section 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone #: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make a payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
 (b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10(a). Enter the last name, first name, and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Children and Youth Services**  
**Policy and Procedures for Accessing Behavioral Health Services**  
**Provided in a Residential Treatment Facility**

## SCOPE

- County Children & Youth Agency Administrators
- Chief Juvenile Probation Officers
- Private Children & Youth Agency Directors
- County MH/IDD Administrators
- Juvenile Court Judges

## PURPOSE

The purpose of this Appendix is to implement the policies and procedures established in Medical Assistance Bulletins #01-93-04, #13-93-02, #11-93-02, #41-93-02, #53-93-02, and #1165-95-01 regarding Payment for Mental Health Services provided in a Residential Treatment Facility for eligible individuals under twenty-one years of age, specifically policies and procedures for County Children and Youth Agencies and Juvenile Probation Offices to follow in order to access these services for children under twenty-one years of age (or in the case of Joint Commission on Accreditation of Healthcare Organizations up to the age of twenty-two) who have a diagnosed mental illness or severe emotional disturbance and are alleged to be, or have been adjudicated abused, neglected, dependent, or delinquent and therefore are, or should be, accepted for service by the children and youth system.

## BACKGROUND

In 1989, Congress amended the Early Periodic Screening, Diagnosis and Treatment provisions of the Federal Medicaid statute to require states to provide "necessary health care, diagnostic services, treatment, and other measures described in the statute to correct or ameliorate defects and physical and mental illnesses and conditions discovered by the screening services, whether or not such services are covered under the State plan." 42 U.S.C. 1396d @ (5) ("OBRA '89") (emphasis added)

The expansion of the Federal Medicaid statute, in 1989 gave individuals under the age of twenty-one with an emotional disturbance or mental illness increased eligibility for a wide range of mental health services and provides alternatives to the more restrictive residential and psychiatric inpatient services. These services included programs to help families care for their children at home.

The Pennsylvania Department of Human Services is committed to providing a children's mental health system that offers individualized services at the appropriate level of service to all children and families through a process of collaboration and coordination among professionals, families, and children to assure that children remain in their own homes or a home-like environment whenever possible. The intent of these policies and procedures is to assure that the full array of treatment options available have been considered before the child must be removed from his/her home and if the child must be removed from his/her home that

## APPENDIX P

he/she is returned to the home or to a less restrictive alternative for treatment as soon as possible.

## **DEFINITION OF MENTAL HEALTH RESIDENTIAL TREATMENT SERVICES PROVIDED IN A MENTAL HEALTH RESIDENTIAL TREATMENT FACILITY**

Mental Health Residential Treatment services are provided in a staff secure or secure facility that provides twenty-four hour out-of-home care and addresses the specific behavioral health needs of children who have been diagnosed with a mental illness or a severe emotional disturbance. Mental Health Residential Treatment, Therapeutic Foster Care, and Community Residential Rehabilitation Host Home will also be referred to in this document as Residential Treatment Facility. These services can only be provided to children for whom Residential Treatment Facility services have been prescribed as medically necessary. The prescriber is the psychiatrist or psychologist who determines medical necessity. The active participation and agreement of an interagency team is also necessary.

Mental Health Residential Treatment programs must provide children with highly individualized comprehensive mental health services through utilization of recognized treatment modalities. The facility must also have access to physical health services for the child to ensure that the child is receiving Early Periodic Screening, Diagnosis and Treatment screens and all other health related services to which he or she is entitled. In addition, the facility must assure that the child has access to educational services. The services provided by the Residential Treatment Facility must include active child and family involvement in all aspects of admission, treatment, and discharge. For children involved with Children and Youth Services, it is expected that the Residential Treatment Facility will involve the agency in the above services as well. All aspects of treatment must have as a goal, the movement of the child or adolescent to his or her natural home or to a less restrictive alternative for treatment as soon as possible.

## **ALTERNATIVES TO MENTAL HEALTH RESIDENTIAL TREATMENT**

Two sets of principles (Child and Adolescent Service System Program principles for service to children and adolescents in Pennsylvania and the

State Children and Youth Program objectives) guide the decision-making process of developing the treatment plan and referring children/adolescents with severe emotional disturbances to residential treatment services. The Child and Adolescent Service System Program principles and Children and Youth Program objectives have as their basic tenet that the family setting should be the first focus of treatment for the child or adolescent. Out-of-home placement or hospitalization should be the last alternative. Thus, communities should develop a variety of services for children and their families so that alternatives to out-of-home placement such as home-based services, parent support groups, day treatment programs, and crisis centers are available.

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6/00; Rev. 6/02, 5/07, 7/09, 7/21,

Many of these services are covered under Medical Assistance are called Behavioral Health Rehabilitation Services also known as wraparound services. The goal of community-based mental health Behavioral Health Rehabilitation Services is to maintain the child at home or as close to home and the community as possible, in the most normalizing and age-appropriate placements.

## **CHILDREN ELIGIBLE FOR MENTAL HEALTH SERVICES PROVIDED IN A RESIDENTIAL TREATMENT FACILITY**

The policies and procedure outlined in this Appendix apply specifically to any child in Pennsylvania who has been accepted for service by a County Children and Youth Agency and/or Juvenile Probation Office. Those children whose case management responsibilities are shared by the County Children and Youth Agency and Juvenile Probation Office are also included in the procedures. Children are considered in substitute care if the County Children and Youth Agency has taken custody of the child or if Juvenile Probation Office has court committed a child into placement. In circumstances where County Children and Youth Agency and/or Juvenile Probation Office are involved with the child and family but do not have custody of the child, and it is deemed medically necessary for Residential Treatment Facility placement, the placement is arranged through the behavioral health system and these children are considered "behavioral health only" placements. In these cases, County Children and Youth Agency / Juvenile Probation Office is considered a member of the Interagency Service Planning Team and actively participates in planning for the child and family.

A child or adolescent accepted for service by a County Children and Youth Agency or Juvenile Probation Office who is under twenty-one years of age and has been diagnosed with a severe emotional disturbance or mental illness is eligible for Medical Assistance funded residential treatment services under the following conditions:

1. The child is eligible for Medical Assistance. (The eligibility requirements are the same for both Fee-for-Service (Fee-For-Service) and HealthChoices.)
2. The child has received a psychological or psychiatric evaluation that supports a DSM-IV diagnosis, Axis I-V, or an ICD-9-CM diagnosis, along with Axis III-V of the DSM IV.
3. The child has a documented need for mental health services requiring placement in a medically prescribed therapeutic/rehabilitative residential treatment facility primarily because of mental illness or severe emotional disturbance, which cannot be adequately treated by outpatient, community-based mental health services.
  - a. For a child being referred to a Residential Treatment Facility accredited by the Joint Commission on Accreditation of Healthcare Organizations and enrolled as a Medical Assistance Contractor:
    - i. The mental health residential services must be prescribed or recommended initially for up to sixty days and documented as medically necessary by a licensed psychiatrist.

### **APPENDIX P**

- ii. Certification of need for care must meet the requirements of Medical Assistance Bulletins #13-91-01 and #13-92-03.
  - iii. The mental health services must be recommended by an interagency treatment team and be documented through the treatment plan.
- b. For a child being referred to a non- Joint Commission on Accreditation of Healthcare Organizations accredited mental health residential treatment facility:
- i. The mental health services must be prescribed or recommended initially for up to sixty days and documented as medically necessary by a licensed psychiatrist or psychologist.
  - ii. The mental health services must be recommended by an interagency treatment team and be documented through the treatment plan.
4. The service has been prior authorized by the Office of Mental Health and Substance Abuse Services or the HealthChoices Managed Care Organization.

There are two separate processes for children to access Residential Treatment Facilities. The first is for children enrolled in Medical Assistance Fee-For-Service (Medical Assistance Fee-For-Service coverage could apply to the following circumstances: Children detained over 35 days at a Juvenile Detention Center, initial applicants to Medical Assistance, and when there is a lapse in Medical Assistance coverage). The second is for children enrolled in HealthChoices. Below, the two separate processes are delineated.

## **THE APPLICATION PROCESS FOR CHILDREN ENROLLED IN MEDICAL ASSISTANCE FEE-FOR-SERVICE FOR ACCESSING MENTAL HEALTH RESIDENTIAL TREATMENT SERVICES**

### **1. Documentation Required for the Application**

A request for prior authorization of Medical Assistance payment for Joint Commission on Accreditation of Healthcare Organizations and non-Joint Commission on Accreditation of Healthcare Organizations residential services must be prepared containing the following documents and information:

- a. 1150 Administrative Waiver Request
  - i. For Joint Commission on Accreditation of Healthcare Organizations accredited Residential Treatment Facility services, the MA 325 form signed by the prescribing psychiatrist or designee.
  - ii. For non- Joint Commission on Accreditation of Healthcare Organizations services, the MA 97 signed by the prescribing licensed psychiatrist or licensed psychologist or designee.
- b. Current Psychiatric or Psychological Evaluation

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- i. For Joint Commission on Accreditation of Healthcare Organizations accredited Residential Treatment Facility services, a copy of the most recent psychiatric evaluation completed within the last thirty days and signed by the treating psychiatrist, which includes a recommendation of up to sixty days of initial mental health residential treatment services;
  - ii. For non- Joint Commission on Accreditation of Healthcare Organizations accredited Residential Treatment Facility services, a copy of the most recent psychiatric or psychological evaluation completed within the last thirty days and signed by the treating psychiatrist or psychologist, which includes a recommendation of up to sixty days of initial mental health residential treatment services.
- c. A copy of the child's current or proposed mental health treatment plan signed by the child (if over age 14) and the parent/guardian and reviewed by an interagency team. The treatment plan must specify the goals for the treatment, the services to be provided, how those services will achieve the goals, and expected outcomes;
  - d. The Plan of Care Summary also referred to as Attachment 6 or 7;
  - e. A copy of the completed form, Attachment 8 – Community-Based Mental Health Services – Alternatives to Mental Health Residential Treatment Services;
  - f. Documentation of the Interagency Service Planning Team meeting, including names and signatures of those in attendance. The Interagency Service Planning Team must support placement in a Residential Treatment Facility.

## 2. Application Procedures

The application process for children in substitute care is as follows:

- a. The Delaware County Provider of Residential Service Management is responsible for obtaining the documentation necessary for the application.
- b. The County Children and Youth Agency / Juvenile Probation Office case manager and/or HealthChoices Coordinator must work collaboratively with the Delaware County Provider of Residential Service Management to ensure that all necessary documentation is acquired.
- c. The Delaware County Provider of Residential Service Management must assure that the County Children and Youth Agency / Juvenile Probation Office administrator/designee signs the application on the signature line provided on the Plan of Care summary and on the Attachment 8.
- d. A representative of Delaware County Mental Health Office is required to review the application and make a recommendation for approval or rejection. If the

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Mental Health Office representative approves the application, he/she will sign the Plan of Care summary and the Attachment 8.

- e. If the Mental Health Office representative recommends that the request be rejected, he/she will notify the County Children and Youth Agency administrator/designee by forwarding him/her a copy of Attachment 8 indicating the reasons for the request being rejected.
- f. The Delaware County Provider of Residential Service Management will forward the completed, signed, and reviewed material within 2 business days of their receipt of the completed application, as follows:

- i. Original

- a) For Joint Commission on Accreditation of Healthcare Organizations Residential Treatment Facility Services:

**(Overnight Delivery)**

Division of Medical Review  
DHS/OMHSAS  
DGS-Annex Complex  
Beechmont Building #32  
Attention: RTF Section  
21 Beech Drive  
Harrisburg, PA 17110-3591

**(Regular Mail Only)**

Division of Medical Review  
DHS/OMHSAS  
DGS-Annex Complex  
P.O. Box 2675  
Harrisburg, PA 17105-2675

- b) For non- Joint Commission on Accreditation of Healthcare Organizations Residential Treatment Facility Services:

Outpatient  
PA/ 1150 Waiver Services  
P.O. Box 8188  
Harrisburg, PA 17105-8188

- ii. Copies of the waiver packet to:

- a) County Children and Youth Agency / Juvenile Probation Office
    - b) Delaware County Provider of Residential Service Management
    - c) Mental Health Office
    - d) Behavioral Health Managed Care Organization

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### 3. Time Period and Criteria for Approving or Rejecting the Application

- a. The above forms and information must be submitted as soon as possible after the recommendation for mental health residential treatment facility services is made. The request will be date-stamped upon receipt by Office of Mental Health and Substance Abuse Services. A decision to approve or reject will be made by Office of Mental Health and Substance Abuse Services within twenty-one days of receipt of the application or the request will be deemed approved.
- b. The decision to approve or reject the request will be based on appropriateness of the placement and documented medical necessity for the service. If Office of Mental Health and Substance Abuse Services determines that the treatment in a Residential Treatment Facility is more restrictive than is medically necessary, the request will be denied.
- c. Written notification of the decision to approve or deny services will be sent to the Contractor, County Children and Youth Agency / Juvenile Probation Office prescribing psychiatrist or psychologist and the County Mental Health Office. If services are denied or the submission is incomplete, the Mental Health Office will notify the Delaware County Provider of Residential Service Management. Incomplete or inaccurate requests will be rejected and returned to the Delaware County Provider Residential Service Management and/or prescribing psychiatrist or psychologist for additional information and/or corrections and resubmission.
- d. If Office of Mental Health and Substance Abuse Services denies authorization of a request for mental health residential services because such services are either not medically necessary or too restrictive, then the County Children and Youth Agency / Juvenile Probation Office case manager and/or HealthChoices Coordinator and the Delaware County Provider of Residential Service Management will be notified and will collaborate to schedule an Interagency Service Planning Team to develop an alternative treatment plan within thirty days of receiving the denial.

### 4. Placement Pending Office of Mental Health and Substance Abuse Services Approval

- a. A child may be placed in a Residential Treatment Facility pending Office of Mental Health and Substance Abuse Services approval provided all of the following criteria are met:
  - i. The child is not in a mental health crisis situation;
  - ii. The child requires placement because of child safety/protection issues; and

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- iii. The child's Interagency Service Planning Team recommends Residential Treatment Facility placement to meet the child's treatment needs.
  - b. Please note that meeting the above criteria does not guarantee Office of Mental Health and Substance Abuse Services approval. If the request for approval is denied by Office of Mental Health and Substance Abuse Services, the facility will not be paid by Medical Assistance. (County Children and Youth Agency / Juvenile Probation Office will then be responsible for this placement) If necessary, the Interagency Service Planning Team must meet to plan for other mental health services for the child in a setting less restrictive than a Mental Health Residential Treatment Facility.
  - c. The following process will occur once Office of Mental Health and Substance Abuse Services renders a decision: County Children and Youth Agency / Juvenile Probation Office Caseworker and/or HealthChoices Coordinator will contact the County's Provider of Residential Service Management to notify them of the Office of Mental Health and Substance Abuse Services approval and ask that they outreach Office of Mental Health and Substance Abuse Services to see if they are willing to fund the Residential Treatment Facility stay from the date of admission so as to avoid having to utilize County Children and Youth Agency / Juvenile Probation Office funds for the initial unauthorized days of Mental Health Residential Treatment Services.
  - d. The purpose of this provision is to avoid unnecessary shelter care placement of children awaiting Office of Mental Health and Substance Abuse Services approval of Residential Treatment Facility placement. When a child is placed in a Residential Treatment Facility pending Office of Mental Health and Substance Abuse Services approval, a complete application package, as discussed above, must be submitted to Office of Mental Health and Substance Abuse Services within twenty days of the date of the child's placement. Office of Mental Health and Substance Abuse Services will continue to have twenty-one days from the date it receives the application to make its decision.

## 5. Effective Date of Approval

Joint Commission on Accreditation of Healthcare Organizations accredited Residential Treatment Facility:

- a. Office of Mental Health and Substance Abuse Services approval is valid for thirty days from the date on the approval letter. If the child is not placed within thirty days of the approval, and Residential Treatment Facility services are still sought, another complete application packet must be submitted with updated medical information.
- b. For a child who was placed prior to the approval notice by Office of Mental Health and Substance Abuse Services, the effective funding date is the date that the packet was received by Office of Mental Health and Substance Abuse

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Services. However, the County Children and Youth Agency / Juvenile Probation Office Caseworker and/or HealthChoices Coordinator should contact the County's Provider of Residential Service Management to notify them of the Office of Mental Health and Substance Abuse Services approval and ask that they outreach Office of Mental Health and Substance Abuse Services to see if they are willing to fund the Residential Treatment Facility stay from the date of admission so as to avoid having to utilize County Children and Youth Agency / Juvenile Probation Office funds for the initial unauthorized days of Mental Health Residential Treatment Services.

- c. If the child did not meet the criteria for Residential Treatment Facility placement, there will be no payment by Office of Mental Health and Substance Abuse Services, unless there is an appeal sought and the decision is overturned.

Non- Joint Commission on Accreditation of Healthcare Organizations accredited Residential Treatment Facility:

- a. Office of Mental Health and Substance Abuse Services approval is valid for thirty days from the date on the approval letter. If the child is not placed within thirty days of the approval, and Residential Treatment Facility services are still sought, another complete application packet must be submitted with updated medical.
- b. For a child who was placed in a Residential Treatment Facility prior to the approval notice by Office of Mental Health and Substance Abuse Services, the effective funding approval date is the date the request was approved by Office of Mental Health and Substance Abuse Services. However, the County Children and Youth Agency / Juvenile Probation Office Caseworker and/or HealthChoices Coordinator should contact the County's Provider of Residential Service Management to notify them of the Office of Mental Health and Substance Abuse Services approval and ask that they outreach Office of Mental Health and Substance Abuse Services to see if they are willing to fund the Residential Treatment Facility stay from the date of admission so as to avoid having to utilize County Children and Youth Agency / Juvenile Probation Office funds. For the initial unauthorized days of Mental Health Residential Treatment Services.
- c. If the child did not meet the criteria for Residential Treatment Facility placement, there will be no payment by Office of Mental Health and Substance Abuse Services, unless there is an appeal sought and the decision is overturned.

## 6. Right To Appeal

If a request for prior authorization services in a Mental Health Residential Treatment Facility is denied, the client, the prescriber, Delaware County Mental Health Office, and the County Children and Youth Agency / Juvenile Probation Office case manager will receive written notification of the child's right to appeal. The child, his/her parent,

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or his/her designee may submit in writing that he/she wishes to appeal the determination and indicate his/her reasons for appealing. The appellant should also include all documentation regarding the case. It should be noted that appeals can only be submitted by the child or his/her designee and must be received in the reviewing office within thirty days of the date of the written notice of denial. The written appeal requesting reconsideration along with any documentation should be submitted as follows:

For Joint Commission on Accreditation of Healthcare Organizations and non- Joint Commission on Accreditation of Healthcare Organizations Residential Treatment Facility Services:

**(Regular Mail)**

OMHSAS  
Division of Medical Review  
DGS-Annex Complex  
DPW-OMHSAS  
Beechmont Building #32  
Appeal Section, Room 249  
Harrisburg, PA 17105-2675

**(Overnight Delivery)**

OMHSAS  
Division of Medical Review  
DGS-Annex Complex  
Appeal Section, Room 249  
21 Beech Drive  
Beechmont Building #32  
Harrisburg, PA 17110-3591

If the application continues to be denied by Office of Mental Health and Substance Abuse Services, the appeal will then be forwarded to the Office of Hearings and Appeals. The Office of Hearings and Appeals will make the final determination.

## 7. Time Limits of Service

Reimbursement for mental health residential services will be authorized up to but no longer than 120 days at a time. The Behavioral Health Managed Care Organization becomes responsible for the funding of all children in substitute care admitted to mental health residential facilities soon after the child's admission.

## 8. Reauthorization of Services

The Interagency Service Planning Team must convene to discuss discharge planning for the child receiving mental health treatment in a mental health residential facility. An Interagency Service Planning Team meeting should review the mental health treatment plan forty-five days before the expiration of the authorized placement period in order to allow the appropriate amount of time to determine if reauthorization of services should be requested or discharge planning should proceed. The Base Service Unit/Anchor Provider Residential Service Manager and the County Children and Youth Agency / Juvenile Probation Office case manager are jointly responsible for coordinating the Interagency Service Planning Team meeting. The purpose of the review is to determine if the original goals for treatment have been successfully

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achieved and to discuss how each system represented can support the child and family in treatment.

If the goals of the treatment plan have not been achieved and it is medically necessary for the child to remain in a Residential Treatment Facility, the Residential Service

Manager is responsible for gathering and coordinating all of the information necessary to apply for reauthorization of residential treatment services.

In order to request reauthorization of treatment provided in a mental health residential facility, a MA 325 or MA97 and all of the other information listed above under the application process (including the Interagency Service Planning Team meeting), documenting the medical services which the child received in the Residential Treatment Facility and the necessity for the continuation of mental health residential treatment services, must be submitted to the Behavioral Health Managed Care Organization thirty days prior to the expiration date of the previously authorized period.

## **THE APPLICATION PROCESS FOR CHILDREN ENROLLED IN HEALTHCHOICES FOR ACCESSING MENTAL HEALTH RESIDENTIAL TREATMENT SERVICES**

### **1. Documentation Required for the Application**

The following documentation must be submitted to the Behavioral Health Managed Care Organization prior to authorization of residential treatment services:

- a. Psychiatric or Psychological Evaluation:
  - i. For Joint Commission on Accreditation of Healthcare Organizations accredited (Residential Treatment Facility) services, a copy of a psychiatric evaluation completed within the past thirty days, which recommends mental health residential treatment as medically necessary for up to ninety days. The evaluating psychiatrist must sign the evaluation.
  - ii. For non- Joint Commission on Accreditation of Healthcare Organizations residential treatment services (including Therapeutic Foster Care & Community Residential Rehabilitation Host Home programs), a copy of a psychiatric or psychological evaluation completed within the past thirty days, which recommends mental health residential treatment as medically necessary for up to ninety days. The evaluating psychiatrist or psychologist must sign the evaluation.
- b. A copy of the child's current or proposed mental health treatment plan signed by the child (if over age fourteen) and/or the parent/guardian and reviewed by

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an interagency team, which specifies the goals for the treatment, the services to be provided, how those services will achieve the goals, and expected outcome;

- c. The Plan of Care Summary, also referred to as Attachment 6 or 7;
- d. A copy of a completed Attachment 8 – Community Based Mental Health Services – Alternatives to Mental Health Residential Treatment form. The Delaware County Provider of Residential Service Management is responsible for completing and forwarding the Attachment 8 form to the Behavioral Health Managed Care Organization;
- e. Documentation of the Interagency Service Planning Team meeting, including the names and signatures of those in attendance. The Interagency Service Planning Team must support Residential Treatment Facility placement.

## 2. Application Procedures

Mental Health residential treatment services require prior authorization by the HealthChoices Behavioral Health Managed Care Organization. A parent, County Children and Youth Agency / Juvenile Probation Office, or mental health provider agency can contact the Behavioral Health Managed Care Organization to request residential treatment services for a child or adolescent.

If a child or adolescent requires a psychiatric evaluation to determine the medical necessity of mental health residential treatment services, a request for the evaluation can be made through the Behavioral Health Managed Care Organization and/or the Delaware County Provider of Residential Service Management. If a child has been evaluated by a psychiatrist and recommended for mental health residential treatment, a parent, a representative from a mental health provider agency, or another involved child serving system must contact the Delaware County Provider of Residential Service Management to begin the process of scheduling an Interagency Service Planning Team meeting.

A Behavioral Health Managed Care Organization Care Manager should be invited to participate in the Interagency Service Planning Team meeting; however, this is not mandatory. Following the Interagency Service Planning Team meeting, the Delaware County Provider of Residential Service Management must send the above documentation, which is completed, signed, and reviewed within 2 business days of receipt of these materials to the Behavioral Health Managed Care Organization. The Behavioral Health Managed Care Organization will review the application with the Behavioral Health Managed Care Organization clinical supervisor and/or the medical director.

The application process for “behavioral health only” children is as follows:

- a. The Delaware County Provider of Residential Service Management compiles the packet.

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- b. The Delaware County Provider of Service Management reviews and signs the Plan of Care Summary and the Attachment 8.
- c. The Delaware County Provider of Residential Service Manager faxes the packet to the Behavioral Health Managed Care Organization at 866-667-7744 or mails it to 105 Terry Drive Suite 103 Newtown, PA 18940. A copy of the completed application will be forwarded to the County Children and Youth Agency / Juvenile Probation Office. The Delaware County Provider of Residential Service Management will keep a copy on file.

### **3. Time Period and Criteria for Approving and Rejecting the Application**

The Behavioral Health Managed Care Organization will make a decision regarding authorization of mental health residential treatment services within two business days of receipt of the completed application. The decision is contingent upon receipt of a service authorization request packet, which includes ALL required documentation by the Behavioral Health Managed Care Organization.

If the submitted documentation is incomplete or if the Behavioral Health Managed Care Organization needs additional information in order to render a decision regarding authorization of mental health residential treatment, the Behavioral Health Managed Care Organization may request additional information. If additional information is requested, the Behavioral Health Managed Care Organization has an additional two days to render a decision regarding authorization of residential treatment services.

If the Behavioral Health Managed Care Organization determines that medical necessity is met and Mental Health Residential Treatment Facility services are approved, the Behavioral Health Managed Care Organization will notify the family and/or legal guardian.

### **4. Effective Date of Approval**

Behavioral Health Managed Care Organization funding for both Joint Commission on Accreditation of Healthcare Organizations and non- Joint Commission on Accreditation of Healthcare Organizations accredited Residential Treatment Facilities begins the date that the child is placed at the Mental Health Residential Treatment Facilities (and/or the date the child converts from Medical Assistance Fee-For-Service to the Behavioral Health Managed Care Organization).

### **5. Right to Appeal**

Child/Adolescent, Parents and County Children and Youth Agency / Juvenile Probation Office have the right to appeal any denial or reduction of services. This can be done directly with the Behavioral Health Managed Care Organization or by requesting a DPW Fair Hearing. The HealthChoices grievance process is described in the Behavioral Health Managed Care Organization handbook.

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## 6. Time Limits of Service

Reimbursement for residential services will be authorized up to but no longer than 120 days at a time.

## 7. Reauthorization of Services

The interagency service planning team must convene to discuss discharge planning for the child receiving mental health treatment service. An Interagency Service Planning Team review of the mental health treatment plan should occur approximately up to forty-five days before the expiration of the authorized placement period in order to allow the appropriate amount of time to determine if reauthorization of services should be requested or discharge planning should proceed. The Delaware County Provider of Residential Service Management, County Children and Youth Agency / Juvenile Probation Office case manager and/or HealthChoices Coordinator are jointly responsible for convening the Interagency Service Planning Team meeting. The purpose of the Interagency Service Planning Team meeting is to determine if the original goals for treatment have been successfully achieved and to discuss how each system represented can support the child and family in treatment.

If the goals of the treatment plan have not been achieved and it is medically necessary for the child to remain in Mental Health Residential Treatment Facility, the Delaware County Provider of Residential Service Management is responsible for gathering and coordinating all of the information necessary to apply for reauthorization of mental health residential treatment services.

In order to request reauthorization of treatment provided in a Mental Health Residential Treatment Facilities, a current evaluation documenting continued medical necessity must be submitted to the Behavioral Health Managed Care Organization, and the Interagency Service Planning Team meeting must be held thirty days before the expiration date of the previously authorized period.

## METHOD OF DEALING WITH MENTAL HEALTH CRISIS SITUATIONS

It should be noted that Mental Health Residential Treatment Facility are not the appropriate placement or treatment resource when dealing with an acute mental health crisis. The purpose of Mental Health Residential Treatment Facilities services is to treat the non-emergency mental health needs of the child.

If a mental health crisis situation exists, it should be handled through the county mental health system. Mental health crisis stabilization services can be requested through the county psychiatric crisis centers and/or the HealthChoices Behavioral Health Managed Care Organization.

## APPENDIX P

## **CASE MANAGEMENT RESPONSIBILITIES FOR CHILDREN PLACED IN RESIDENTIAL TREATMENT FACILITIES**

Every child being considered for Mental Health Residential Treatment Facility is assigned a Residential Service Management through the Delaware County Provider of Residential Service Management. It is the responsibility of both the County Children and Youth Agency / Juvenile Probation Office case manager and/or the HealthChoices Coordinator and the Residential Service Manager to gather and assemble the information necessary for requesting (re)authorization of mental health Residential Treatment Facilities services. Once a child has been admitted to a Mental Health Residential Treatment Facilities program, this Residential Service Manager has primary case management responsibilities for that child.

### **1. Primary Case Management**

- a. The Residential Service Manager has primary case management responsibilities for children who are being considered, approved, or attending mental health residential treatment. The Residential Service Management is responsible for coordinating and facilitating the child's access to care in collaboration with the County Children and Youth Agency / Juvenile Probation Office case manager, and/or HealthChoices Coordinator, parent/guardian, school and other identified interagency team members. The Residential Service Manager, in collaboration with all team members, will be the person primarily responsible for gathering and assembling the information necessary to complete and submit the application for mental health residential treatment services.
- b. Throughout the child or adolescent's placement in a Mental Health Residential Treatment Facility, the Residential Service Manager is responsible for:
  - i. Monitoring the child's progress as well as the delivery of services;
  - ii. Assuring that the treatment plan is being followed;
  - iii. Assuring that the discharge service planning process takes place;
  - iv. Ongoing communication with parent/guardian and other involved child serving systems;
  - v. Convening the Interagency Service Planning Team meetings; and
  - vi. Monitoring of the child's medical assistance eligibility.

### **2. The Interagency Service Planning Team Meeting**

The Residential Service Manager is also responsible for convening a face-to-face (distance permitting) Interagency Service Planning Team meeting with the assistance of the County Children and Youth Agency / Juvenile Probation Office case manager

#### **APPENDIX P**

and/or HealthChoices Coordinator in order to determine what services are necessary to meet the needs of the child and family.

- a. Members of the Interagency Service Planning Team should include representatives from all community and child service systems currently involved with the child. The Interagency Service Planning Team must include at a minimum:
  - i. The County Children and Youth Agency / Juvenile Probation Office case manager and/or HealthChoices Coordinator (if the child is actively involved in these systems);
  - ii. The Base Service Unit /Anchor Provider Residential Service Manager;
  - iii. A representative from the responsible educational agency;
  - iv. The child;
  - v. The Family/Guardian (unless deemed inappropriate by County Children and Youth Agency / Juvenile Probation Office);
  - vi. The prescribing psychiatrist/psychologist (if possible); and
  - vii. For reauthorization meetings, it is a requirement that the child's Mental Health Residential Treatment Facility treatment team participate in the team meeting;
  - viii. For discharge planning meetings, it is recommended that the agency that will be providing behavioral health services to the child/family in the community, like Family Based, Multisystemic Therapy, and Target Case Management, participate in any discharge planning meetings that are held thirty days prior to the actual date of discharge.
- b. To document the Interagency Service Planning Team meeting, the block on Attachment 8 must be checked indicating that the Interagency Service Planning Team meeting was held. The date of the meeting must also be shown on Attachment 8.
- c. A possible outcome of the Interagency Service Planning Team meeting maybe the identification or modification of treatment goals specific to the needs of the child. Mental health treatment goals must be established prior to the child's placement in a mental health residential treatment facility. If the Interagency Service Planning Team determines that residential treatment services are necessary to meet the needs of the child and family, treatment and service planning should consider the following:
  - i. The treatment goals to be achieved as a result of placement in a mental health residential facility;

#### APPENDIX P

- ii. The services to be provided by the Mental Health Residential Treatment Facility;
- iii. Who will be responsible for providing the specific services;
- iv. How those services will meet the treatment goals;
- v. What the expected outcomes will be;
- vi. The nature and extent of family participation;
- vii. The specific description of community resources;
- viii. The specific description of educational planning; and
- ix. The discharge goal

### 3. Discharge Planning

The Interagency Service Planning Team must convene to discuss discharge planning for the child receiving mental health residential treatment services. It is the responsibility of the Interagency Service Planning Team to review develop a comprehensive discharge plan with division of roles and tasks in implementing the plan. An Interagency Service Planning Team review of the mental health treatment plan should be completed forty-five days before the expiration of the authorized placement period in order to allow the appropriate amount of time to determine if reauthorization of services should be requested or discharge planning should proceed. The Residential Service Manager and the County Children and Youth Agency / Juvenile Probation Office case manager and/or HealthChoices Coordinator are jointly responsible for coordinating the Interagency Service Planning Team meeting. To determine if the original goals for treatment have been successfully achieved and to discuss how each system represented can support the child and family in the community post discharge from the Mental Health Residential Treatment Facility.

If sufficient progress towards the goals of the treatment plan has not been achieved and it is deemed medically necessary for the child to remain in Mental Health Residential Treatment Facility, the Residential Service Manager is responsible for gathering and coordinating all of the information necessary to apply for reauthorization of mental health residential treatment services.

If sufficient progress towards the goals for mental health residential treatment has been achieved, the Interagency Service Planning Team will develop a comprehensive discharge plan, which includes behavioral health aftercare services. The comprehensive discharge plan must:

- a. Identify the needs of the child and family;
- b. Specify the services and the intensity of the services that must be provided to assure that those needs are met;
- c. Identify who will be responsible for providing the services;
- d. Specify the level of family participation;
- e. Describe the use of community resources; and
- f. Identify the educational needs of the child.

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The goal of the discharge plan should be to keep the child stabilized in the least restrictive setting by employing individualized services to meet the needs of the child and his/her family.

Once the child is discharged from the Mental Health Residential Treatment Facility, it is the joint responsibility of the County Children and Youth Agency / Juvenile Probation Office case manager and/or HealthChoices Coordinator, and the Residential Service Manager to assure that linkages to aftercare are established as identified in the child's discharge plan. Children discharged from Mental Health Residential Treatment Facility should be considered for family-centered, community-based case management services through the Base Service Unit to monitor the child's adjustment to the community and to assure that the child has access to all appropriate services. Should the child's mental health condition deteriorate and require more intensive services, this case manager and the County Children and Youth Agency / Juvenile Probation Office case manager are jointly responsible to coordinate and access these services.

## **FUNDING FOR MENTAL HEALTH RESIDENTIAL TREATMENT SERVICES**

### **1. General Requirements**

Since July 1, 1994, medically necessary mental health residential treatment services provided in a Joint Commission on Accreditation of Healthcare Organizations - accredited facility to an eligible child in the custody of the County Children and Youth Agency or Juvenile Probation Office has been funded by Medical Assistance Fee-For-Service or Behavioral Health Managed Care Organization. As of August 1, 2009, medically necessary mental health services will be funded by the Behavioral Health Managed Care Organization for children in substitute care unless the child is covered by Medical Assistance Fee-For-Service for a period of time. Both the mental health treatment and room and board costs are included in the Medical Assistance and/or Behavioral Health Managed Care Organization Inpatient Mental Health Residential Treatment Facility per diem payment. Other medically necessary services are funded separately from the Mental Health Residential Treatment Facility payment through either Medical Assistance Fee-For-Service, ACCESS Plus or the Physical Health HMO program of capitation. Neither Medical Assistance Fee-For-Service (nor the Behavioral Health Managed Care Organization), nor County Children and Youth Agency / Juvenile Probation Office are responsible for education costs, although the Mental Health Residential Treatment Facility must assure educational services are provided. The child's home school district is responsible for funding the child's educational services.

Mental Health Residential Treatment services provided in a non-Joint Commission on Accreditation of Healthcare Organizations facility to an eligible child who is in the custody of the County Children and Youth Agency or Juvenile Probation Office are funded through a combination of State, local, Title IV-E, and Medical Assistance funds. In these situations, Behavioral Health Managed Care Organization will only pay those costs that are related to the child's mental health treatment. The costs associated with

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the child's room and board must be covered by the County Children and Youth Agency / Juvenile Probation Office if the child is in substitute care. If the non-substitute care child is placed in a non- Joint Commission on Accreditation of Healthcare Organizations facility by the Behavioral Health Managed Care Organization, the rate is all-inclusive and there are no separate room and board costs.

County Children and Youth Agency and Juvenile Probation Office should note that the treatment costs of children who are eligible to receive mental health residential treatment services as defined above, but who are not placed in PA Medical Assistance -approved facilities (Joint Commission on Accreditation of Healthcare Organizations and non- Joint Commission on Accreditation of Healthcare Organizations), will be considered unallowable reimbursement costs under Act 148 unless there is documentation in the child's case record that PA Medical Assistance funded Mental Health Residential Treatment Facility services were unavailable to the child.

## **2. County Contracting and Reimbursement Procedures**

The County Children and Youth Agency / Juvenile Probation Office must enter into a written contract with each Contractor of non- Joint Commission on Accreditation of Healthcare Organizations Mental Health Residential Treatment Facility services as required by 55 PA Code Chapter 3170 (relating to Allowable Costs and Procedures for County Children and Youth Services.) The contract must include:

- a. A definition of all services including the mental health residential treatment services to be provided to the children [the County Children and Youth Agency can reference and attach the program description approved by Office of Mental Health and Substance Abuse Services to the contract];
- b. The total per diem cost for all services along with the per diem costs for mental health residential treatment and child maintenance; and
- c. The agreement of the Contractor to bill Medical Assistance Fee-For-Service (or the Behavioral Health Managed Care Organization) for mental health services for eligible children.

The per diem rate for treatment services shown in the contract must be based on the per diem rate established by the Department through Office of Mental Health and Substance Abuse Services. Administrative costs are allocated proportionately to both treatment and to maintenance.

The County Children and Youth Agency / Juvenile Probation Office may request reimbursement for the cost of maintenance of a child placed in a non- Joint Commission on Accreditation of Healthcare Organizations facility through State Act 148 and Federal Title IV-E funds. Act 148 reimbursement requested may not include the costs of mental health treatment provided in a Mental Health Residential Treatment Facility for those children eligible for PA Medical Assistance funded mental health services. For Mental Health Residential Treatment Services provided in a non-

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Joint Commission on Accreditation of Healthcare Organizations facility, the Title IV-E rate may not exceed the maintenance rate established by Office of Mental Health and Substance Abuse Services.

When the County Children and Youth Agency or Juvenile Probation Office arranges for Mental Health Residential Treatment Facility services through a Joint Commission on Accreditation of Healthcare Organizations facility, the County Children and Youth Agency or Juvenile Probation Office must develop a written service agreement with the Joint Commission on Accreditation of Healthcare Organizations facility [as required by 3130.40 (a)] which:

- a. Describes the services to be provided to children; and
- b. Describes the responsibilities of the facility and the County Children and Youth Agency or Juvenile Probation Office for case reporting and case management.

## **CONTRACTOR ENROLLMENT AND BILLING**

### **1. Contractor Enrollment**

To be eligible for Medical Assistance reimbursement, a Mental Health Residential Treatment Facility must be licensed by the Pennsylvania Department of Human Services pursuant to 55 PA Code Chapters 3680, and 3800.300; be accredited by the Joint Commission on Accreditation of Healthcare Organizations or meet the interim guidelines for residential treatment that have been established by the Pennsylvania Department of Human Services; and become enrolled as a Medical Assistance Contractor.

To enroll as a Medical Assistance Contractor, an Enrollment Application Form, Contractor Agreement, and other enrollment documents must be completed by the subscriber and returned to Office of Mental Health and Substance Abuse Services. Different forms and agreements are required for Joint Commission on Accreditation of Healthcare Organizations -accredited and non- Joint Commission on Accreditation of Healthcare Organizations facilities. Further information and assistance regarding Contractor enrollment can be obtained by calling Office of Mental Health and Substance Abuse Services at (717) 772-6456 for non- Joint Commission on Accreditation of Healthcare Organizations enrollment information and (717) 772-6152 for Joint Commission on Accreditation of Healthcare Organizations enrollment information.

Contractors who are seeking Medicaid reimbursement for mental health services provided in a mental health residential facility must have their own utilization review process and comply with the Department's utilization review and quality control inspections. Utilization reviews will be conducted by the Department or its agents. Medical and fiscal records are subject to review to assure that the services described in the child's treatment plan are being provided, documented and are being billed accordingly. Quality control inspections are performed by qualified professionals

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employed by or under agreement with the Department and may include licensed psychologists, psychiatrists, nurses, pediatricians, etc. The professionals will make site visits to the Contractor facilities to assure that the quality of services is consistent with those described when the Contractor was originally enrolled and are being provided at the required levels. There are similar expectations for Contractors contracted with the Behavioral Health Managed Care Organization. These specifications are found in the Contractor Agreement with the Behavioral Health Managed Care Organization.

## 2. Rate Setting

The Office of Mental Health and Substance Abuse Services will establish payment rates for services provided in residential facilities according to the following procedures:

- a. For Joint Commission on Accreditation of Healthcare Organizations accredited Mental Health Residential Treatment Facilities, a per diem rate will be established for each Contractor. The per diem will include payment for medically necessary mental health services as well as room and board. (Physical health services are not part of the per diem.)
- b. For non- Joint Commission on Accreditation of Healthcare Organizations - accredited facilities, a per diem rate will be established for each Contractor. The per diem will only include payment for prescribed therapeutic or rehabilitative services and a proportionate share of administrative costs. All costs related to room and board are ineligible for Medical Assistance (or HealthChoices) funding.

The Contractor should note that no payment will be made for any treatment services not prior authorized.

Behavioral Health Managed Care Organization Rates are negotiated directly with the Mental Health Residential Treatment Facilities.

## 3. Billing Procedures

- a. Procedures for Billing Medicaid

As noted above, a Contractor's eligibility to receive Medicaid reimbursement for mental health residential treatment services provided in a mental health residential facility is dependent upon the child's eligibility for Medical Assistance on the date of service, receipt of prior authorization and documentation in the client's record indicating the medical necessity for the services in accordance with the regulatory requirements of 55 PA Code, Chapter 1101 as amended, and the bulletins cited previously.

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To bill Medicaid, starting April 8, 1994, the Joint Commission on Accreditation of Healthcare Organizations Mental Health Residential Treatment Facilities must use the federal common billing form, UB-92. The non- Joint Commission on Accreditation of Healthcare Organizations facilities must use Medical Services Invoice Form, MA 319.

When submitting a claim, the original invoice form must be submitted according to the established procedures.

- i. For Joint Commission on Accreditation of Healthcare Organizations Mental Health Residential Treatment Facilities, the UB-92 invoice is sent to:

Department of Human Services  
Office of Medical Assistance Programs  
P.O. Box 8051  
Harrisburg, PA 17105

- ii. For non- Joint Commission on Accreditation of Healthcare Organizations facilities, the Medical Services Invoice Form, MA 319 is sent to: This address may have been changed.

Office of Medical Assistance Programs  
P.O. Box 8297  
Harrisburg, PA 17105

Contractors should bill Medical Assistance Fee-For-Service according to the instructions in the Medical Assistance Handbook and updating bulletins.

- b. Procedures for billing HealthChoices

See Agreement with Behavioral Health Managed Care Organization.

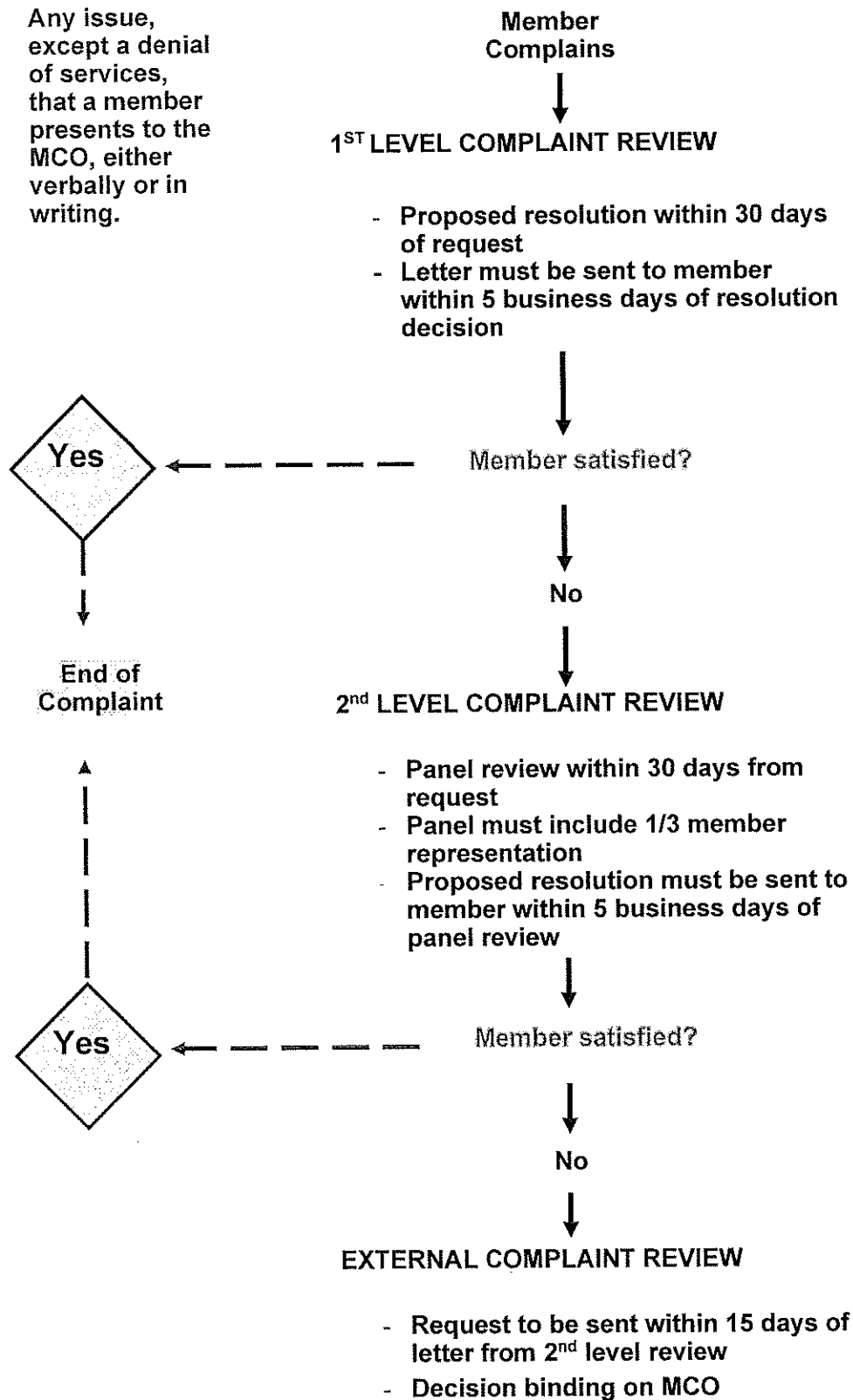
- c. Procedures for Billing the County

The non- Joint Commission on Accreditation of Healthcare Organizations Contractor is responsible for directly billing the County for room and board costs associated with a substitute care child's mental health residential treatment. The specific Agreement established between the Contractor and the County must indicate the per diem rate established by Office of Mental Health and Substance Abuse Services (see Rate Setting above) for the child's maintenance and treatment. Procedures established by each county must be followed when billing a county for the costs of maintenance and supervision not associated with treatment of the child.

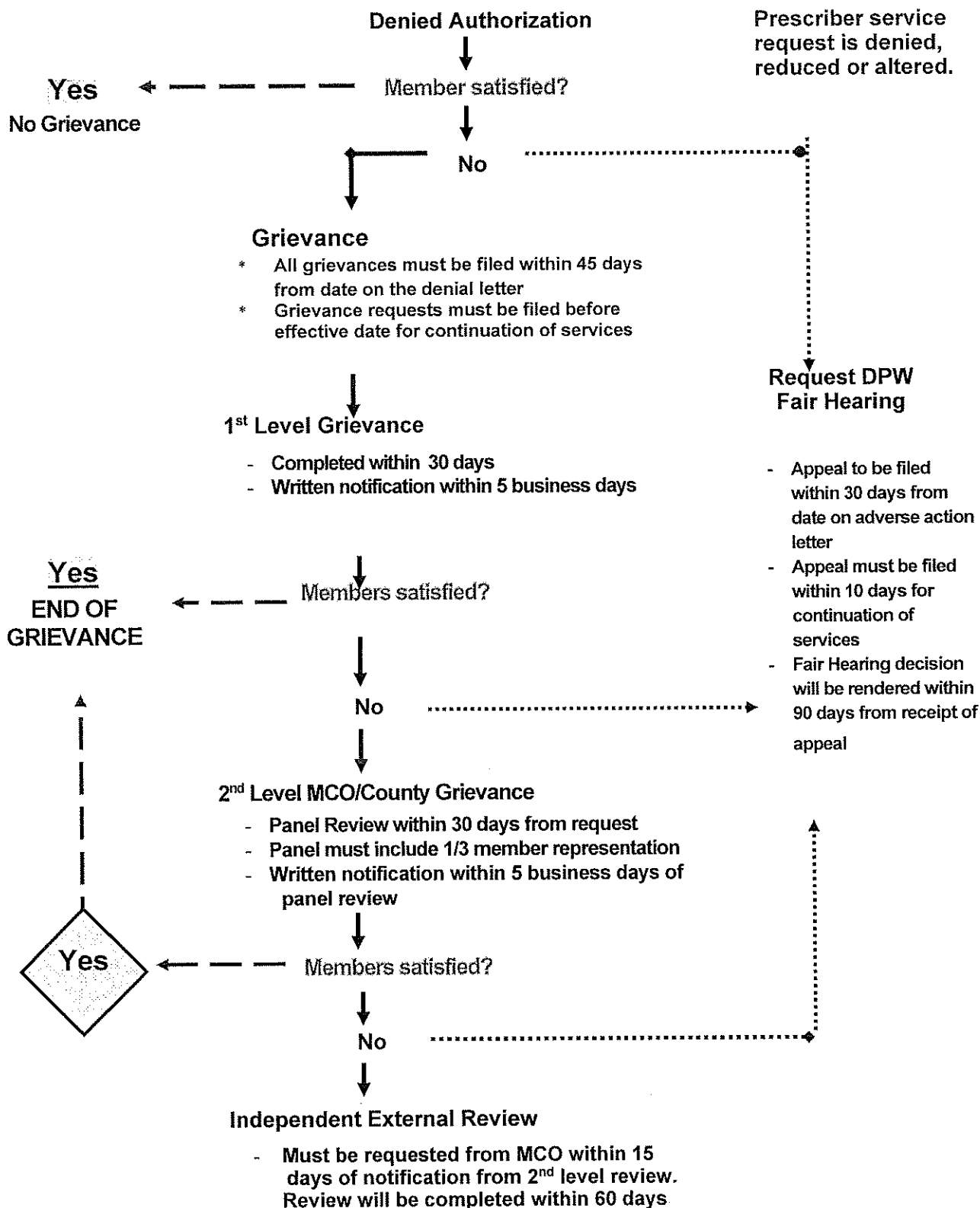
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## HEALTHCHOICES BEHAVIORAL HEALTH STANDARD COMPLAINT PROCEDURES

Any issue, except a denial of services, that a member presents to the MCO, either verbally or in writing.



# HEALTHCHOICES BEHAVIORAL HEALTH GRIEVANCE PROCEDURE



DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
APPENDIX U  
AUDIT REQUIREMENTS

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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.

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## 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 69<sup>th</sup> Street, 4<sup>th</sup> 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

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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 69<sup>th</sup> Street, 4<sup>th</sup> 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.

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## 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.

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## 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,

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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.

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## 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)

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## **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.

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### 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).

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## 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.

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- 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.

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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.

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**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.

APPENDIX U

**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 69<sup>th</sup> Street, 4<sup>th</sup> 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

APPENDIX U



**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

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 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, PA 19082

Fax: Attention: Human Services Accountant  
610-713-2326

FOR USE BY DELAWARE COUNTY

\_\_\_\_ Request Approved  
\_\_\_\_ Request Not Approved  
By: \_\_\_\_\_ Date \_\_\_\_\_  
Delaware County Department of Human Services

APPENDIX U





**Gateway HorseWorks Program Description**

- 1) **Beyond the Barn** is an 8-week, group equine-assisted learning program for youth ages 13 to 18. Using horses as the key agents of connection and reflection, the Gateway HorseWorks facilitators guide youth through a process of transformative change that supports the capacity to make pro-social connections beyond the barn. Groups are limited to six participants and include a meal at each session and a \$10 participant stipend at each session with a \$20 completion bonus. Transportation is not included. Cost is \$750 per session, totaling \$6,000 per cohort. All food and participant stipends are 100% reimbursed to Gateway HorseWorks.
- 2) **Individual Sessions** are 50 minutes in length and cost \$225 per session. Eight sessions are recommended.
- 3) **Family Sessions** are one hour in length and cost \$250 per session. Six to eight sessions are recommended.

CHILDREN AND YOUTH SERVICES  
CONTRACT  
FISCAL YEAR 2023-2024

51 **VENDOR:** GATEWAY HORSEWORKS  
**CONTRACT #:** CW 125/23

<u>Type of Service</u>	<b>NON ACT 152 Per diem</b>
Beyond The Barn Program	\$750.00 Per Session
Individual Session	\$225.00 Per Session
Family Session	\$250.00 Per Session

**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
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
<b>Total Invoice</b>		<b>\$</b>	<b>-</b>

**Authorized Signature** \_\_\_\_\_

**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 69<sup>th</sup> Street, 4<sup>TH</sup> 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

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COST REIMBURSEMENT INVOICE COVER SHEET

((Provider letterhead, address, etc))

To: Accounts Payable  
Delaware County Department of Human Services  
20 South 69<sup>th</sup> Street, 4<sup>th</sup> Floor  
Upper Darby, PA 19082

DHS PROGRAM OFFICE: \_\_\_\_\_

PROGRAM NAME: \_\_\_\_\_

INVOICE DATE: \_\_\_\_\_

INVOICE # \_\_\_\_\_

SERVICE MONTH: \_\_\_\_\_

INVOICE AMOUNT: \$ \_\_\_\_\_

((Signature))  
((Title))

APPENDIX AA

## 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.

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- 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. 69<sup>th</sup> 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. 69<sup>th</sup> 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.

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### 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](http://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](http://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.

## Standard Program Evaluation Protocol

The provider will participate in the Standardized Program Evaluation Protocol at the Delaware County Department of Juvenile Court and Probation Services request. Delaware County Department of Juvenile Court and Probation Services' staff certified as a Standard Program Evaluation Protocol Implementation Specialist- level one and/or state-certified Standard Program Evaluation Protocol professionals will coordinate the training and provide all information to prepare the provider for the evaluation process.

Delaware County Department of Juvenile Court and Probation Services will provide the most updated Youth Level of Service risk assessment to providers servicing juveniles under Delaware County Department of Juvenile Court jurisdiction. Service providers are expected to include the risk assessment results into the individual service plan. The goals and level of achievement must be reflected in the monthly progress reports submitted to the Delaware County Department of Juvenile Court and Probation Services. Service providers are to collaborate in the case planning process at the request of the Delaware County Department of Juvenile Court and Probation Services- Probation Officers and caseworkers. Monthly provider progress reports are to be submitted timely for each juvenile in conjunction with community-based service verification sheets. Timely submission is defined as no later than ten days after the conclusion of the month. Discharge reports shall be submitted to the Department of Juvenile Court and Probation Services within ten days of service completion.

The provider agrees to collect data outcomes designated by the Delaware County Department of Juvenile Court and Probation Services. Specific outcomes are matched to the service offered by the provider. Outcomes will be submitted annually to the Delaware County Department of Juvenile Court and Probation Services.

### 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\_\_\_ 501(c)(3)

**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:

Kristen de Marco  
Gateway Horseworks

Name:  
Title:  
Date:

Kristen de Marco  
EXECUTIVE DIRECTOR  
2/26/24

#### 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](mailto: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](mailto:centralpurchasing@co.delaware.pa.us).

**Schedule A  
DELAWARE COUNTY**

**APPENDIX II**

**POLITICAL CONTRIBUTION FORM**

**Reportable Contributions within Past 24 months**

Name of Contractor: Gateway Horseworks  
Date: 2/26/24

Contributor*	Candidate	Date	Amount	Relationship of Contributor to Contractor

\*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.

**APPENDIX II**

## **Delinquency Home Passes Child Welfare Residential Facilities**

Requests for home passes shall comply with the Juvenile Court Judges' Commission Home Passes to Delinquent Children in Placement.

Requests initiated by the facility shall include the completed Juvenile Court Judges' Commission Home Pass 1 and be forwarded to the probation officer ten business days before the proposed home pass begins.

The following information is minimally required:

- Responsible party identifying information.
- Home pass beginning and ending dates.
- Placement official acknowledgement of form Juvenile Court Judges' Commission Home Pass 1, Section II criteria.
- Smart goal identification.
- Child's call-in schedules to probation officer and/or residential facility.
- Pre-arranged appointment visits to the Juvenile Probation office.
- Detailed travel schedule.
- Placement and parent/guardian acknowledgement of their oversight responsibilities.
- Copy of home pass contract.

Any modifications to a previously approved home pass shall be in the form of a completed Juvenile Court Judges' Commission Home Pass 3.

Assessments shall be completed for all home passes using the form Juvenile Court Judges' Commission Home Pass 4. Facility personnel shall communicate with the juvenile probation officer, parent/guardian, and the child to evaluate home pass goals. Facility staff shall provide the completed assessment within five business days to the Juvenile Probation office.

### **APPENDIX JJ**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Allison Ruger, Public Works

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of change orders FPCO-19 and FPCO-21 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 \$18,443.07. The amended contract value will be \$3,841,446.21. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 4670-9505-704001

**ESTIMATED/ACTUAL COST OF REQUEST:** \$18,443.07

**FUNDING SOURCE:** Capital

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[Cooper FPCO-19.pdf](#)  
[Cooper FPCO 21.pdf](#)

# CHANGE ORDER

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

DOCUMENT G701

PROJECT:  
 DELO Sprinkler Project  
 Delco Government Center Complex

CHANGE ORDER NUMBER: FPCO-19

TO (Contractor)  
 Cooper Mechanical  
 300 Davisville Road  
 Willow Grove, PA 19090

PROJECT NO: DELCO # eDPW-121422-2  
 G&H # 2020-183


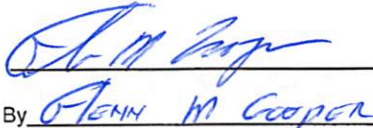
CONTRACT FOR:

CONTRACT DATE:

You are directed to make the following changes in this Contract:

Furnish and install trapeze style pipe supports in areas of the PG where existing deteriorating concrete conditions do not allow for installation of piping hanger/anchors.

The original Contract Sum was .....	\$	3,742,964.00
Net change by previous Change Orders .....	\$	80,039.14
The Contract Sum Prior to this Change Order was .....	\$	3,823,003.14
The Contract Sum will increase by this Change Order .....	\$	11,793.07
The new Contract Sum including this Change Order will be .....	\$	3,834,796.21
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.		

ARCHITECT Gillan and Hartmann, Inc.	CONTRACTOR Cooper Mechanical	OWNER Delaware County
Address PO Box 345 Valley Forge, PA 19481	Address	Address
By 	By 	By _____
Date 3-1-24	Date 3-1-24	Date _____

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# Change Order Request



C.O.R. # FP-19

G.C. #

Date: 2/12/2024

**Project Name:** Delaware County Replacement Sprinkler System to Government Center Complex

**Project #:** DELCTYS2

**To:** Gillan & Hartmann  
**Attn:** David Drake  
140 Whitaker Avenue  
  
Mont Clare, PA 19453

**From:** Guy M. Cooper, Inc.  
Jim Rebuck  
300 Davisville Road  
Willow Grove, PA 19090-3321

**Phone:** (610) 935-0101 **Fax:** (610) 935-7520

**Phone:** (215) 659-0676 **Fax:**

We hereby propose to make the following changes:

Steel Trapeze Pipe Supports for PG Mech Room Bulk Piping

Overhead structure above PG Leve B/C Mechanical Room is not sufficient to attach pipe hangers for supporting sprinkler piping.

Condition was confirmed with RFI # 20 has been noted on GMC Progress Reports - Issue #3

(2) steel angle and pipe trapeze supports were field measured, fabricated and installed for piping crossing the Mechanical Room where this piping is installed.

See attached photos of installed supports

**Change Order Price**

**\$11,793.07**

This price is good for 30 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Jim Rebuck

2/12/2024

Author

Date Sent

Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance



# Request for Information



**Guy M. Cooper, Inc.**  
 300 Davisville Road  
 Willow Grove, PA 19090-3321

RFI # **DELCTYS2-020**  
 GC RFI #  
 Date: 9/5/2023  
 Phone: (215) 659-0676  
 Fax:

**Project Name:** Delaware County Replacement Sprinkler System to Government Center Complex

**Project #:** DELCTYS2

<p><b>To:</b> Gillan &amp; Hartmann  <b>Attn:</b> Steve Gillan                  140 Whitaker Avenue                  Mont Clare, PA 19453</p> <p><b>Phone:</b> (610) 935-0101    <b>Fax:</b> (610) 935-7520  <b>From:</b> Glenn M. Cooper</p>	<p><b>REASON FOR REQUEST</b></p> <p><input type="checkbox"/> Insufficient Information  <input type="checkbox"/> Engineering Conflict  <input type="checkbox"/> Alternate Proposal  <input checked="" type="checkbox"/></p>	<p><b>ACTION REQUESTED</b></p> <p><input type="checkbox"/> Clarification  <input checked="" type="checkbox"/> Direction  <input type="checkbox"/> Approval</p>	<p><b>PROBABLY EFFECT</b></p> <p><input checked="" type="checkbox"/> Increase Cost  <input type="checkbox"/> Decrease Cost  <input type="checkbox"/> Unknown Cost  <input checked="" type="checkbox"/> Increase Time  <input type="checkbox"/> Decrease Time  <input type="checkbox"/> Unknown Time</p>
		<p><b>RESPONSE REQUIRED BY:</b> 09/12/2023</p>	

**REFERENCE: DRAWING NO.:** GMC DRAWING **COORD:** **SPECIFICATION NO.:**  
**SUBJECT:** Fire Suppression

**INFORMATION NEEDED:**

Some of the existing concrete in the parking garage level C mechanical room is in poor condition. See pictures attached We will be starting the pipe installation in this room tomorrow.

**RECOMMENDATION:**

We might need to install additional hangers, or even add pipe stands as well?  
 The county might need to have some of this concrete repaired as well

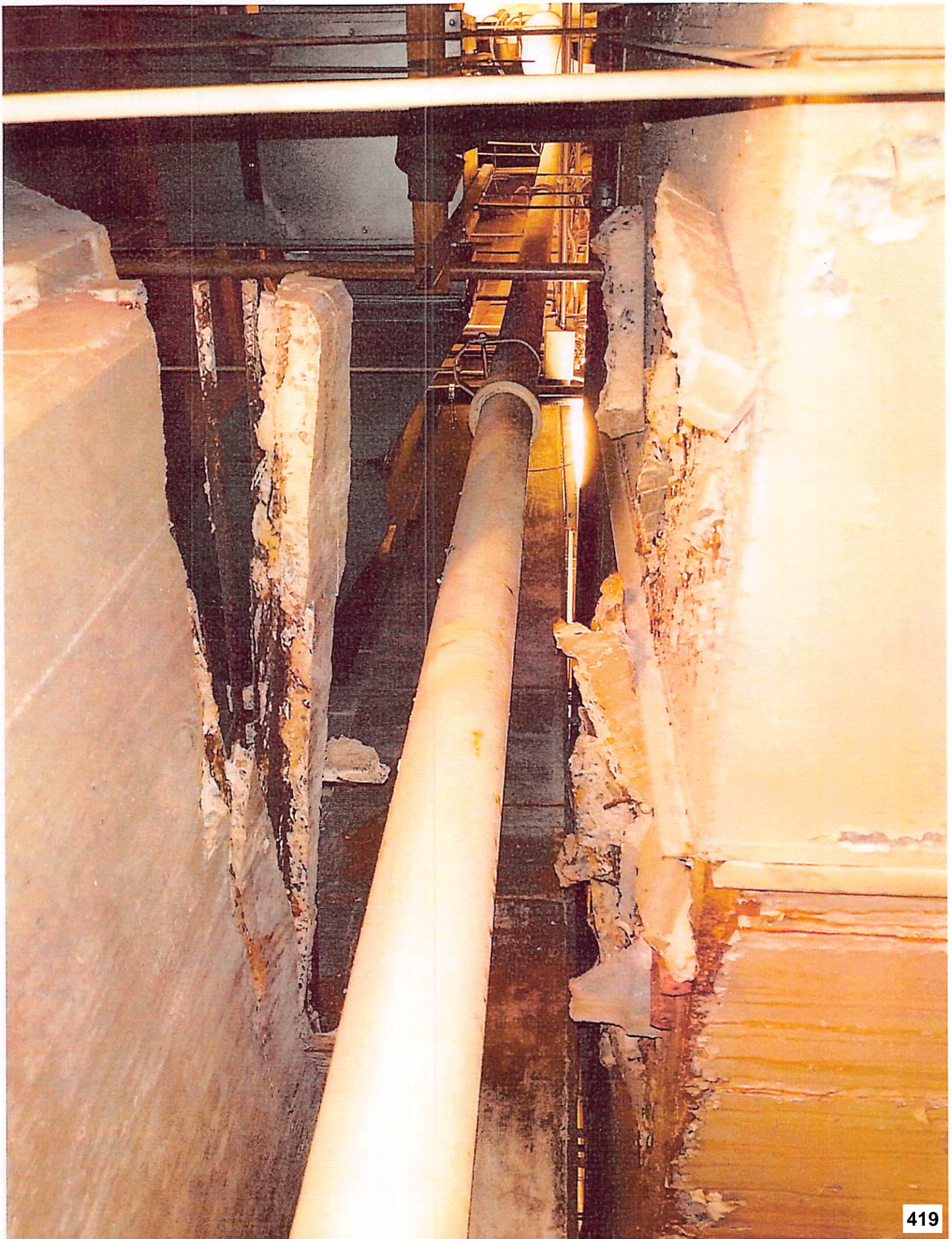
**RESPONSE:**

**Gillan & Hartmann**  
 David Drake 10-20-23

The County is aware there are existing issues with Concrete within the Parking Garage and are looking into this. Any remediation to the structure will be handled separately from this project by DELCO.

Continue with the Fire Protection work as required by this contract. Any specific issues which arise due to the existing structure shall be handled on a case by case basis.









# CHANGE ORDER

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

DOCUMENT G701

PROJECT:  
 DELO Sprinkler Project  
 Delco Government Center Complex

CHANGE ORDER NUMBER: FPCO-21

TO (Contractor)  
 Cooper Mechanical  
 300 Davisville Road  
 Willow Grove, PA 19090

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:

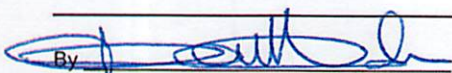
Existing Fire Department Connection check valve shown to remain, per contract drawing FP-100PG & FP-200PG, has been found in field to be broken. This check valve does not hold pressure and will discharge water through the Fire Department Connection and piping. Removal of some of the new work is necessary to provide adequate / safe access to dismantle this valve.

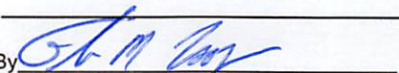
The original Contract Sum was .....	\$	3,742,964.00
Net change by previous Change Orders .....	\$	91,832.21
The Contract Sum Prior to this Change Order was.....	\$	3,834,796.21
The Contract Sum will increase by this Change Order .....	\$	6,650.00
The new Contract Sum including this Change Order will be.....	\$	3,841,446.21
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.		

ARCHITECT  
 Gillan and Hartmann, Inc.  
 Address  
 PO Box 345  
 Valley Forge, PA 19481

CONTRACTOR  
 Cooper Mechanical  
 Address

OWNER  
 Delaware County  
 Address

By   
 Date 3-26-24

By   
 Date 3-26-24

By \_\_\_\_\_  
 Date \_\_\_\_\_

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# Change Order Request



C.O.R. # DELCTYS2-001

G.C. #

Date: 3/21/2024

**Project Name:** Delaware County Replacement Sprinkler System to Government Center Complex

**Project #:** DELCTYS2

**To:** County of Delaware  
**Attn:** Danielle Floyd  
Dept. of Public Works; Government Center Building  
201 W. Front Street, Room 207  
Media, PA 19063

**From:** Guy M. Cooper, Inc.  
Jim Rebuck  
300 Davisville Road  
Willow Grove, PA 19090-3321

**Phone:** (610) 891-4668 **Fax:** (610) 891-4482

**Phone:** (215) 659-0676 **Fax:**

We hereby propose to make the following changes:

Replace leaking FDC check valve in PG Mech Room

Existing FDC check valve is shown to remain - per contract drawing FP-100PG & FP-200PG  
This check valve does not hold pressure and will discharge water through the Fire Department Connection and piping.  
The check valve must be replaced to leave the active sprinkler systems in service and continue with the new work.  
Removal of some of the new work is necessary to provide adequate / safe access to dismantle this valve.

**Change Order Price** \$6,650.00

This price is good for 30 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Jim Rebuck 3/21/2024  
Author Date Sent

Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance



Date: 3/21/2024

Project: Delaware County Government Center

Description of Change Order: Replace Existing FDC Check Valve Indicated on dwgs to remain, due to leaking

Quantity	Unit	Description	Unit Cost	Cost Total	Hours Unit	Total Hours
1	each	6" Grooved Check Valve	\$ 1,419.00	\$ 1,419.00		0.00
1	each	6" Flange Groove Adapter	\$ 645.00	\$ 645.00		0.00
1	each	6" grooved couplings	\$ 308.00	\$ 308.00		0.00
1	each	6" x 2' GxG spool	\$ 110.00	\$ 110.00		0.00
3	each	hanger assemblies	\$ 25.00	\$ 75.00		0.00
1	each	Flange Pack with bolts, nuts, gasket	\$ 52.00	\$ 52.00		0.00
1	each	1/2" Ball Drip	\$ 27.00	\$ 27.00		0.00
				\$ -		0.00
				\$ -		0.00
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1	LS	field labor			20.00	20.00
Subtotals:				\$ 2,636.00		20.00

6% Sales Tax: \$ 158.16

Subtotal: \$ 2,794.16

O/H Gen. Supt & Profit: 20.00% \$ 558.83

**TOTAL MATERIAL COST:** \$ 3,352.99



**LABOR**

Number of Workers	Duration	Hours	Classification	Hour Base Rate	Total Wage Rate	Base Rate Cost	Wage Rate Cost
	20.00	20.00	Sprinklerfitter	\$62.79	\$94.22	1,255.80	\$1,884.40
		-	Designer	\$95.00	\$120.00	-	\$0.00
-		4.00	delivery	\$50.00	\$70.00	200.00	\$280.00
-						-	\$0.00
-						-	\$0.00
<b>Total Hours</b>		<b>\$ 24.00</b>					
						<b>Total Base Rate Cost</b>	<b>1,455.80</b>
						<b>Total Wage Rate Cost</b>	<b>\$2,164.40</b>

**Mandated Burden**

**Rate**

Social Security	7.65%	111.369
Unemployment Taxes	8.5100%	123.889
Workmen's Comp. Ins.	11.57%	168.436
Public Liability Ins.	1.430%	20.818

**TOTAL MANDATED BURDEN: 424.511**

Subtotal - Labor Cost	\$2,588.91
O/H Gen. Supt & Profit	20% \$ 517.78

**TOTAL LABOR COST: \$3,106.69**

**EQUIPMENT**

Duration	Quantity	Equipment	Rental Rate for Duration	Rental Cost
1	1	Chain hoist	1.00 \$50.00	\$50.00
			0.00	\$0.00
			0.00	\$0.00

Subtotal - Equipment	\$50.00
O/H Gen. Supt & Profit	20% \$10.00

**TOTAL EQUIPMENT COST: \$60.00**

**SUBCONTRACTORS**

Company	Subcontractor	Duration	Rental Rate for Duration	
				\$0.00
				\$0.00

Subtotal - Subcontractors			\$0.00
O/H Gen. Supt & Profit	20%		\$ -

**TOTAL SUBCONTRACTORS: \$0.00**

**SUMMARY**

**TOTAL MATERIAL COST: \$3,352.99**

**TOTAL LABOR COST: \$3,106.69**

**TOTAL EQUIPMENT COST: \$60.00**

**TOTAL SUBCONTRACTORS: \$0.00**

**Subtotal: \$6,519.69**

**Bond Adjustment: 2% \$130.39**

**TOTAL PROPOSAL: \$6,650.08**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Allison Ruger, Public Works

**ITEM TYPE:** Professional Service Agreement

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of Reimbursement Agreement R24060003 between the County of Delaware and the Pennsylvania Department of Transportation (PennDOT) establishing maximum reimbursement at \$933,778.69 for a period of three years for the NBIS bridge inspections. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 36-9505-640010

**ESTIMATED/ACTUAL COST OF REQUEST:** \$933,778.69

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[Agreement-R24060003.pdf](#)

EFFECTIVE DATE \_\_\_\_\_  
(Department will insert)  
COUNTY \_\_\_\_\_  
LOCAL PROJECT SPONSOR \_\_\_\_\_  
DISTRICT ORG CODE \_\_\_\_\_

AGREEMENT NO. \_\_\_\_\_  
FID NO. \_\_\_\_\_  
SAP VENDOR NO. \_\_\_\_\_  
MPMS \_\_\_\_\_  
RELATED ECMS AGREEMENT NO. \_\_\_\_\_

**BRIDGE INVENTORY AND INSPECTION ACTIVITY REIMBURSEMENT  
AGREEMENT**

**For Federal-Aid Highway Projects**

This Bridge Inventory and Inspection Activity Reimbursement Agreement for Federal-Aid Highway Projects (“Agreement”) is made by and between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Pennsylvania Department of Transportation (“Department”),

and

\_\_\_\_\_, a political subdivision duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials (“Local Project Sponsor”).

**BACKGROUND**

The Department has adopted policies and procedures for the initiation and conduct of bridge inventories and inspections on public roads in compliance with National Bridge Inspection Standards, pursuant to the requirements set forth by the United States Department of Transportation Federal Highway Administration (“FHWA”), regulations implementing the provisions of the federal-aid highway acts and amendments hereto, as set forth in the applicable provisions of Title 23 of the United States Code.

The Local Project Sponsor has signified its willingness to participate in the Project described below in accordance with the terms, conditions, and provisions hereinafter contained in the Agreement.

The parties, intending to be legally bound, agree as follows:

1. **INVENTORIES AND INSPECTIONS**

- a. **Maximum Federal Funding Available.** The Local Project Sponsor shall participate in bridge inventories and inspections as specified in this Agreement. The maximum amount of federal funds available for the work to be performed under this Agreement is set forth in the Project cost estimate attached as Exhibit A.
- b. **Applicable Policies, Procedures, and Specifications.** The work involved shall be in accordance with policies, procedures, and specifications prepared or approved by Department and the FHWA, which policies, procedures, and specifications shall apply to the Local Project Sponsor and its consultants and shall be incorporated into all agreements entered into by them under the terms of this Agreement. These policies, procedures, and specifications are contained in Department's Bridge Safety Inspection Manual, designated as Publication 238 (current edition), its supplements, amendments, and updates. This Agreement will cover all services or activities performed after the FHWA's approval of the Form 4232. In addition, the work is not eligible for reimbursement under the terms of this Agreement, unless Department approves all consultant agreements prior to the start of any work. Bridges to be inspected or reinspected, inventoried, and load rated under the terms of this Agreement; the political subdivisions that own them (if applicable); and other relevant information regarding the

work are listed on Exhibit B attached to and made part of this Agreement; and “Project” refers collectively to the work to be performed on the bridges identified in Exhibit B.

- c. **County as Agent for Municipalities.** Where a county is acting as agent for the municipalities whose bridges are listed on Exhibit B, the county assumes responsibility for all work done by its consultant(s) and contractor(s) pursuant to this Agreement. The county is responsible for securing from the affected municipalities any required consents or authorizations to serve as their agent.

## 2. REIMBURSEMENT

- a. **Conditions for Reimbursement by Department.** Subject to the terms and conditions of this Agreement, Department, from funds allocated for this purpose by the FHWA, and to the extent such funds are first made available by FHWA to Department, shall reimburse the Local Project Sponsor for a portion of the total eligible Project costs, as detailed in Exhibit A by dollar amounts and percentages. The Local Project Sponsor shall be responsible for the remainder of the total Project costs, as detailed in Exhibit A.
- b. **Certification by Local Project Sponsor.** The Local Project Sponsor, by executing this Agreement, hereby certifies that it has on hand, or will obtain during the life of the Project, sufficient funds to meet all its obligations under the terms of this Agreement and that it, and not Department, shall provide all funds needed to pay any costs incurred in excess of those costs eligible for federal-aid participation and shall bear all such excess costs.
- c. **Submission of Invoices.** For the purpose of reimbursement as indicated in this Section, the Local Project Sponsor shall submit to Department certified periodic invoices through ECMS for the following:

- (1) eligible costs for work performed by the Local Project Sponsor's forces on the Project; or
- (2) eligible work performed on the Project by the Local Project Sponsor's consultant(s) and contractor(s), based on current estimates of the work of the consultant(s) and contractor(s) on the Project.

The Department shall submit through the Office of Comptroller Operations the request for payment to the FHWA. As FHWA funds are made available, the Department shall reimburse the Local Project Sponsor for the proportionate share of the approved costs.

- d. **Local Project Sponsor's Financial Obligations.** The Local Project Sponsor shall be responsible for twenty percent (20%) of all eligible costs incurred on the Project, as well as any and all costs incurred in excess of those eligible for federal-aid participation, such as any and all costs relating to or resulting from unauthorized changes made to the approved procedures or specifications, unreasonable time delays and unauthorized extensions of time, interest for late payments or for money borrowed to finance the Project (inasmuch as interest paid by the Local Project Sponsor is not federally reimbursable), and all other unforeseen, unauthorized costs and expenses not included in the estimates set forth in Exhibit A.
- e. **Additional or Extra Work.** Department shall not reimburse any additional or extra work performed or materials furnished, not expressly authorized under this Agreement, unless Department has first approved such additional or extra work or materials in writing. Any such work done or materials furnished without such written approval first being given shall be at the Local Project Sponsor's own risk, cost, and expense.

f. **Automated Clearing House Provisions.**

- (1) The Commonwealth will make payments to the Local Project Sponsor through the Automated Clearing House (“ACH”) Network. Within 10 days of the execution of this Agreement, the Local Project Sponsor must submit or must have already submitted its ACH information in the Commonwealth’s Master Database. The Local Project Sponsor will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
- (2) The Local Project Sponsor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth’s ACH remittance advice to enable the Local Project Sponsor to properly apply the state agency’s payment to the respective invoice or program.
- (3) It is the responsibility of the Local Project Sponsor to ensure that the ACH information contained in the Commonwealth’s Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

- g. **Submission of Final Invoices.** The Local Project Sponsor shall submit its final invoices for reimbursement to Department within nine (9) months of the completion of the Project. If the Local Project Sponsor fails to submit its final invoices within this nine- (9-) month period, the Local Project Sponsor



acknowledges that all remaining federal financial participation in the Project may be forfeited.

### 3. **TERM OF AGREEMENT**

This Agreement shall commence on the Effective Date (as defined below) and shall remain in effect for five (5) years, unless terminated earlier in accordance with the terms of this Agreement. The Effective Date shall be the date that this Agreement is fully executed by the Local Project Sponsor and Department and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, the Commonwealth will insert the Effective Date at the top of Page 1.

### 4. **RECORDS AND AUDIT REQUIREMENTS**

- a. **Maintenance of Records.** The Local Project Sponsor shall maintain, and it shall require its consultant(s) and contractor(s) to maintain, all books, documents, papers, records, supporting cost proposals, accounting records, employees' time cards, payroll records, and other evidence pertaining to costs incurred in the Project and shall make such materials available at all reasonable times during the contract period and for three (3) years from the date of submission of the final voucher to FHWA, for inspection, audit or both by Department, the FHWA, or any other authorized representatives of the state or federal government; and copies shall be furnished, if requested. Time records for personnel performing any work shall account for direct labor performed on the Project as well as the time of any personnel included in the computation of overhead costs. In addition, a complete record of time shall be kept for personnel assigned part-time to the Project. A record of time limited to only their work on this Project will not be acceptable.

- b. **Audit Requirements.** As specified by the Federal Office of Management and Budget, the Local Project Sponsor shall satisfy the audit requirements contained in the Single Audit Act of 1984, as amended, 31 U.S.C. Section 7501 et seq., and, for this purpose, comply with the current version of the Audit Clause to Be Used in Agreements with Subrecipients Receiving Federal Awards from the Commonwealth, which is attached as Exhibit C. As used in the Audit Clause, the term "Subrecipient" means the Local Project Sponsor.

## 5. **ABANDONMENT OF PROJECT**

If the Local Project Sponsor abandons or indefinitely postpones the Project, the Local Project Sponsor may terminate this Agreement by sending a thirty- (30-) day written notice of termination to Department, with the understanding that the FHWA will not participate in any costs of an incomplete bridge inspection, rating, or accompanying report and that Department must be reimbursed for all costs incurred by Department for the bridge during the Project. If the Project is terminated, the Local Project Sponsor shall reimburse Department, within thirty (30) days of receipt of a statement from Department, all federal-aid funds received by the Local Project Sponsor for work performed on a particular bridge but not completed, for refund to the FHWA. If the Local Project Sponsor fails to reimburse Department within this time period, the Local Project Sponsor shall be in default pursuant to Section 6 below.

## 6. **DEFAULT**

If the Local Project Sponsor fails to perform any of the terms, conditions or provisions of this Agreement, such as default of payment for a period of thirty (30) days, the Local Project Sponsor authorizes Department to withhold so much of the Local Project Sponsor's Liquid Fuels Tax Fund allocation as may be necessary to complete the Project or reimburse Department or the FHWA in full for all costs due under this Agreement;

and the Local Project Sponsor authorizes Department to withhold such amount and to apply such funds, or portion thereof, to remedy such default.

## 7. REQUIRED ACTION UPON CRITICAL FINDINGS

- a. **Emergency Reporting and Notification.** The Local Project Sponsor shall require its inspectors, whether its own staff or inspectors under contract, to adhere to Department's Publication 238 regarding emergency reporting and notification of critical deficiencies observed or found during any inspection authorized by this Agreement.
- b. **Mitigation.** The Local Project Sponsor shall take action to mitigate any critical deficiencies, or perilous or hazardous conditions reported to it as soon as possible, but no later than seven (7) days from receipt of notice of such deficiency.
- c. **Failure to Comply.** The Local Project Sponsor acknowledges that its failure to comply with subsections a. or b. above may be considered a default or abandonment of the Project, and the provisions of Sections 5 or 6 shall apply as appropriate. In addition, the Local Project Sponsor's failure to comply with this may result in the loss of federal and state funds.

## 8. INDEMNIFICATION

The Local Project Sponsor shall indemnify and (if requested) defend the Commonwealth, Department, the FHWA, and all of their officers, agents, and employees from all suits, actions, or claims of any character, name, or description, brought for or on account of any injuries or damages received or sustained by any person, persons, or property, arising out of, resulting from, or connected with any work on the Project by the Local Project Sponsor or the Local Project Sponsor's consultant(s) or contractor(s) and their officers, agents, and employees, whether the same be due to defective materials,

defective workmanship, or neglect in safeguarding the work, or by or on account of any act, omission, neglect, or misconduct of the Local Project Sponsor or the Local Project Sponsor's consultant(s) or contractor(s), their officers, agents, and employees, during the performance of the work or thereafter, or to any other cause whatever.

#### **9. FHWA APPROVAL**

The parties fully understand and agree that their respective obligations under this Agreement shall be made contingent upon the approvals, prior to commencement of the work herewith, of the Project's eligibility for participation in federal funds to the extent of the proportionate share specified in Subsection 2.d. above; and, if the FHWA does not give such approval, neither of the parties shall be further obligated by the terms of this Agreement.

#### **10. TERMINATION PROVISION**

Because this Agreement is to be funded either partially or completely by federal funds, Department may terminate this Agreement if federal funds are not provided to Department for the purpose stated in this Agreement. Department shall accomplish such termination by delivery to the Local Project Sponsor of a notice of termination specifying the reason for termination and its effective date. Department shall compensate the Local Project Sponsor for bridge inspections, ratings, and reports that were completed by the date of notice of termination or such other date as the notice of termination shall specify.

#### **11. REQUIRED CONTRACT PROVISIONS**

The Local Project Sponsor shall ensure in its contracts for the Project, that all plans, specifications, estimates of costs, bridge safety inspections and associated tasks, acceptance of the work, and procedures in general shall, at all times, conform to all applicable federal and state laws, rules, regulations, orders, and approvals, including

specifically the procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, anti-solicitation, information, auditing, and reporting provisions. The Local Project Sponsor shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the conditions set forth in the current version of the Federal Nondiscrimination and Equal Employment Opportunity Clauses, which are attached as Exhibit D.

12. **CONTRACT PROVISIONS FOR CONTRACTOR INTEGRITY, AMERICANS WITH DISABILITIES ACT, AND CONTRACTOR RESPONSIBILITY**

The Local Project Sponsor shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current versions of the provisions set forth below. As used in these provisions, the term “Contractor” refers to the Local Project Sponsor:

- a. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, which are attached as Exhibit E;
- b. **Americans with Disabilities Act.** The current version of the Provisions Concerning the Americans with Disabilities Act, which are attached as Exhibit F; and
- c. **Contractor Responsibility Provisions.** The current version of the Contractor Responsibility Provisions, which are attached as Exhibit G.

13. **OFFSET PROVISION**

The Local Project Sponsor agrees that the Commonwealth of Pennsylvania (“Commonwealth”) may set off the amount of any state tax liability or other obligation of the Local Project Sponsor or its subsidiaries to the Commonwealth against any payments due the Local Project Sponsor under any contract with the Commonwealth.

14. **RIGHT-TO-KNOW LAW**

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101–3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Local Project Sponsor shall comply with, the clause entitled Contract Provisions – Right to Know Law and attached as Exhibit H. As used in this exhibit, the term “Contractor” refers to the Local Project Sponsor.

15. **ANTI-LOBBYING REQUIREMENT**

Public Law 101-121, Section 319, 31 U.S. Code Section 1352, prohibits the recipient or any lower tier subrecipients of a federal contract, grant, loan, or cooperative agreement from expending federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or the entering into of any cooperative agreement. The Local Project Sponsor shall comply with the Lobbying Certification Form attached to this Agreement as Exhibit I, which an authorized official of the Local Project Sponsor has executed and, if applicable, shall complete and submit the Disclosure of Lobbying Activities form included in this exhibit in accordance with its instructions.

16. **DISADVANTAGED BUSINESS ENTERPRISE REGULATORY COMPLIANCE REQUIREMENTS**

The Local Project Sponsor shall take the following steps, where applicable, to comply with the Disadvantaged Business Enterprise (“DBE”) requirements of current federal highway funding authorizations and regulations adopted pursuant thereto:

- a. **DBE Participation Goal.** For federally-assisted transportation-related projects, Department may establish a percentage participation goal. The Local Project Sponsor shall work with Department’s Engineering District Office concerning the necessity of establishing a goal for this Project. If a

DBE goal is not applicable, the Local Project Sponsor shall comply with the "Disadvantaged Business Enterprise and Small Business Concern Involvement" provision, which is attached as Exhibit J. If a goal is established, this goal must be attained by the Local Project Sponsor's consultant(s) and contractor(s) or, in the alternative, a showing of good faith effort must be made. Determination of good faith effort shall be made by the Local Project Sponsor and is subject to the concurrence of Department. The Local Project Sponsor shall comply with the DBE Special Requirements – Engineering, which are attached as Exhibit K.

- b. **Certification of DBE's.** All DBE's must be certified by the Pennsylvania Unified Certification Program before the bid submission date.

17. **REQUIRED DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE PROVISION**

- a. **Required Assurance.** The Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Local Project Sponsor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the Local Project Sponsor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Department deems appropriate, including, but not limited to, withholding progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Local Project Sponsor from future bidding as non-responsible.
- b. **Inclusion of Assurance.** As a recipient of federal funds, the Local Project Sponsor must include the assurance set forth in subsection (a) in

each contract into which it enters to carry out the Project or activities being funded by this Agreement.

## 18. ORDINANCES AND RESOLUTIONS

The Local Project Sponsor shall enact any ordinances and adopt any resolutions as may be necessary to accomplish the purposes of this Agreement.

## 19. AMENDMENTS

- a. **Letter of Amendment.** If any change in the scope of the Project results in an increase in total Project costs, a change in the bridges identified in Exhibit B, or both, the parties must execute a letter of amendment that will include a revised Exhibit A. Department cannot pay or reimburse the Local Project Sponsor for these additional costs until the parties execute the letter of amendment. Adequate funds must be available before the parties may execute a letter of amendment. The letter of amendment shall not be effective until signed and dated by duly authorized representatives of the Local Project Sponsor, Department, Department's Office of Chief Counsel, and the Office of Comptroller Operations. A sample letter of amendment is attached to and made part of this Agreement as Exhibit L.
- b. **Standard Provisions.** If there are changes to any Standard Provisions that need to be addressed at the time of a letter of amendment, as described in subsection a, the parties can incorporate those revised or updated Standard Provisions by noting the incorporation and attachment of such Standard Provisions to such letter amendment. For the purposes of this subsection, Standard Provisions consist of those provisions, exhibits or clauses required to be included in Commonwealth agreements pursuant to federal or state law or Commonwealth Management Directives, including, but not limited to: Americans with Disabilities Act, Right-to-Know Law, Contractor



Integrity, Contractor Responsibility, Offset, Federal Nondiscrimination, Disadvantaged Business Enterprise Regulatory Compliance Requirements, Disadvantaged Business Enterprise Assurance, Lobbying, Federal Funding Accountability and Transparency Act, and Federal Audit Requirements.

- c. **All Other Changes.** All other changes to terms and conditions of this Agreement must be in the form of a fully executed formal amendment signed with the same formality as this Agreement.

## 20. **PROJECT CLOSEOUT PROCEDURES**

Project closeout procedures shall be in accordance with Department Publication 740, Local Project Delivery Manual (current edition).

## 21. **ASSIGNMENT**

This Agreement may not be assigned by the Local Project Sponsor, either in whole or in part, without the written consent of Department.

## 22. **SUCCESSORS AND ASSIGNS**

All covenants and obligations of the parties under this Agreement shall bind their successors and assigns, whether or not expressly assumed by such successors and assigns.

## 23. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006**

As a subrecipient of federal funding, the Local Project Sponsor shall provide to the Commonwealth the information specified in Exhibit M, Federal Funding Accountability and Transparency Act of 2006—Grantee Information, attached to this Agreement, to ensure that the Commonwealth meets the reporting requirements imposed on it by the

Federal Funding Accountability and Transparency Act of 2006. As used in this exhibit, the term “Grantee” refers to the Local Project Sponsor.

**24. TITLE VI ASSURANCES**

As a condition of receiving federal financial assistance from the United States Department of Transportation through the FHWA, the parties and their subcontractors are subject to and shall comply with the Standard Title VI/Non-Discrimination Assurances, attached as Exhibit N and made part of this Agreement. The signature on this Agreement shall be deemed a signature on this exhibit. As used in this exhibit, the terms “Subrecipient” and “Contractor” refers to the Local Project Sponsor.

**25. CHOICE OF LAW**

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to conflict of law provisions) and the decisions of the Pennsylvania courts. The Local Project Sponsor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Local Project Sponsor 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.

**26. NO WAIVER**

Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

**27. SEVERABILITY**

The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

**28. INDEPENDENCE OF THE PARTIES**

The parties understand by and between themselves that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Local Project Sponsor and Department, or as constituting Department as the representative or general agent of the Local Project Sponsor for any purpose whatsoever.

**29. FORCE MAJEURE**

Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

30. **TITLES NOT CONTROLLING**

Titles of sections are for reference only, and shall not be used to construe the language in this Agreement.

31. **NOTICES**

All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the addresses provided below, either by regular mail, e-mail or delivery in person, at the following addresses:

If to Department:

If to Local Project Sponsor:

A party may change its contact information by providing written notice to the other party.

## 32. INTEGRATION AND MERGER

This Agreement and, as applicable, any attachments and exhibits, when executed, approved and delivered, shall constitute the final, complete and exclusive agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[The remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

LOCAL PROJECT SPONSOR

BY: \_\_\_\_\_  
Title: \_\_\_\_\_ DATE

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**DO NOT WRITE BELOW THIS LINE - FOR COMMONWEALTH USE ONLY**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(Asst) District Executive DATE

APPROVED AS TO LEGALITY AND  
FORM

BY: \_\_\_\_\_ Funds Encumbrance No. \_\_\_\_\_  
for Chief Counsel DATE

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Deputy General Counsel DATE for Comptroller Operations DATE

BY: \_\_\_\_\_  
Deputy Attorney General DATE

18-AT-58.1

Reimbursement Agreement No. \_\_\_\_\_ is split \_\_\_\_\_, expenditure amount  
of \_\_\_\_\_ for federal funds and \_\_\_\_\_, expenditure amount of \_\_\_\_\_  
for state funds. The related federal assistance program name and  
number is \_\_\_\_\_ ;  
The state assistance program name and number is \_\_\_\_\_  
;

**PROJECT ESTIMATED COSTS**

Reimbursement Agreement No:  
 County:  
 Municipality:  
 Project Name:  
 MPMS No:  
 Engineering Agreement No:

	<b>Municipality Incurred Costs</b>	<b>Commonwealth Incurred Costs</b>	<b>Phase Totals</b>
Preliminary Engineering			
Final Design			
Utilities			
Right of Way			
Construction			
<b>SUBTOTALS</b>			

**COST SHARING (Municipality Incurred Costs)**

	<b>Federal</b>	<b>%</b>	<b>State</b>	<b>%</b>	<b>Municipality</b>	<b>%</b>	<b>Phase Totals</b>
Preliminary Engineering	( )		( )		( )		
Final Design	( )		( )		( )		
Utilities	( )		( )		( )		
Right of Way	( )		( )		( )		
Construction	( )		( )		( )		
<b>TOTALS</b>							

**COST SHARING (Commonwealth Incurred Costs)**

	<b>Federal</b>	<b>%</b>	<b>State</b>	<b>%</b>	<b>Municipality</b>	<b>%</b>	<b>Phase Totals</b>
Preliminary Engineering _____	( )		( )		( )		_____
Final Design _____	( )		( )		( )		_____
Utilities _____	( )		( )		( )		_____
Right of Way _____	( )		( )		( )		_____
Construction _____	( )		( )		( )		_____
<b>TOTALS</b> _____							_____

**TOTAL COST**

<b>Federal</b>	<b>%</b>	<b>State</b>	<b>%</b>	<b>Municipality</b>	<b>%</b>	<b>Total</b>
	( )		( )		( )	

**Amount Eligible to be Reimbursed to Municipality**

## LIST OF BRIDGES

[This exhibit, which lists the bridges to be inspected or reinspected, inventoried, and load-rated pursuant to this Agreement; the political subdivisions that own them (if applicable); and other relevant information regarding the work to be performed, needs to be created offline and then scanned and attached.]

Exhibit \_\_\_\_\_



**AUDIT CLAUSE TO BE USED IN AGREEMENTS WITH SUBRECIPIENTS  
RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH**

The [NAME OF SUBRECIPIENT] must comply with all federal and state audit requirements including: *The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended*; and any other applicable law or regulation, and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government.

If the [NAME OF SUBRECIPIENT] is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the [NAME OF SUBRECIPIENT] is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.

If *the [NAME OF SUBRECIPIENT] expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).*

If the [NAME OF SUBRECIPIENT] is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F - Audit Requirements (Subpart F)*. However, the pass-through commonwealth agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

**ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING  
PACKAGE.**

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.

In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

## **SUBMISSION OF THE AUDIT REPORT**

The [NAME OF SUBRECIPIENT] must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in *Subpart F*.

## **SUBMISSION OF THE FEDERAL AUDIT CLEARINGHOUSE CONFIRMATION**

The subrecipients must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account [RA-BOASingleAudit@pa.gov](mailto:RA-BOASingleAudit@pa.gov).

## **AUDIT OVERSIGHT PROVISIONS.**

The [NAME OF SUBRECIPIENT] is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the [NAME OF SUBRECIPIENT]'s auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the [NAME OF SUBRECIPIENT].

Audit documentation and audit reports must be retained by the [NAME OF SUBRECIPIENT]'s auditor for a minimum of five years from the date of issuance of the audit report, unless the [NAME OF SUBRECIPIENT]'s auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

**FEDERAL NONDISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY CLAUSES  
(All Federal Aid Contracts)\* (1-76)**

**Selection of Labor:** During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.

1. **Employment Practices:** During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the said labor union or workers' representative of the contractors commitments under section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
  - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The contractor will include the provisions of Section 2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
2. **Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in the Regulations.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontract or supplier shall be notified by the contract of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless except by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department or enter into such litigation to protect the interest of the State, and , in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Wherever hereinabove the word "contractor" is used, it shall also include the word engineer, consultant, researcher, or other entity (governmental, corporate, or otherwise), its successors and assigns as may be appropriate.

\*Not to be used if otherwise included in Construction or Appalachian Contract Provision

## CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
  - (1) Ownership of more than a five percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#) , the 4 Pa. Code §7.153(b), shall apply.
- g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

## EXHIBIT

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

#### EXHIBIT

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

## EXHIBIT

**PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT***

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. 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 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, 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 the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT



## **Contractor Responsibility Provisions**

**(December 2020)**

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 Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, 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 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.
- 2.** 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 Commonwealth 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.
- 3.** 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 Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, 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 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth 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.
- 6.** The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

### **Contract Provisions – Right to Know Law**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth 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 Commonwealth.
- c. Upon written notification from the Commonwealth 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 Commonwealth, 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 Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth 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 Commonwealth 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 Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth 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 Commonwealth’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 Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth 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 Commonwealth 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 Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, 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 Commonwealth'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.

**LOBBYING CERTIFICATION FORM**

*(applies only if Agreement is Federally Funded)*

*[Exhibit needs to be printed, completed offline, and then scanned and attached]*

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Exhibit

**Enclosure 1 to Management Directive 305.16 Amended**

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

### **Disadvantaged Business Enterprise & Small Business Concern Involvement**

The Commonwealth of Pennsylvania is committed to providing opportunities for Disadvantaged Business Enterprises and small business concerns to compete for work. Small business concerns are those entities seeking to participate in Commonwealth contracts that meet the definition of a small business concern set forth in Section 3 of the Small Business Act and Small Business regulations implementing it at 13 C.F.R. Part 121. Contractors are encouraged to involve Disadvantaged Business Enterprises and small business concerns in the required work and to submit documentation of any such involvement in the proposal/project.

Exhibit

**DBE Special Requirements - Engineering**

The engineer shall attain the Disadvantaged Business Enterprise goal that applies to the total cost of the agreement and all supplements thereto, or in the alternative a showing of good faith effort by the engineer shall be made. Documentation of good faith effort shall be made by the engineer and subject to the concurrence of the Department.

The following is a list of types of actions that should be considered as part of the engineer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The engineer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The engineer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the engineer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A engineer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a engineer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime to perform the work of a contract with its own organization does not relieve the engineer of the responsibility to make good faith efforts. Primes are not, however, required



Applies only if Agreement is federally-funded

to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the firm's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or firm.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

**LETTER OF AMENDMENT**

Date \_\_\_\_\_  
Local Project Sponsor \_\_\_\_\_  
Name ATTN: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State Zip \_\_\_\_\_

Re: Amendment \_\_\_\_\_ (Amendment Letter Designation)  
Agreement # \_\_\_\_\_ (Contract Number)

Dear Local Project Sponsor(s):

Per the terms of the subject agreement, the Department is willing to amend the terms by taking one or both of the following actions:

changing the bridges identified in Exhibit B, as shown in the attached Exhibit \_\_\_\_\_, which is made part of this amendment;

increasing the costs from \$ \_\_\_\_\_ to \$ \_\_\_\_\_, as shown in the attached Exhibit \_\_\_\_\_, which is made part of this amendment.

This amendment will become effective once all required signatures are affixed to this document.

We are requesting your concurrence as to the amendment of the above-referenced agreement. If you agree to the amendment, please indicate below by signing and noting your title where indicated. Please attach a resolution verifying your authorization to sign this letter of amendment.

*IF APPLICABLE: Since the date of the Original Agreement, some standard provisions and accompanying exhibits have been updated; copies of these updated Exhibits are attached hereto and hereby supersede and replace the corresponding exhibit attached to the Original Agreement.*

Your response is required no later than \_\_\_\_\_ (Date).

On behalf of the above-named Local Project Sponsor, I agree to the amendment of the above referenced agreement. I agree to all terms and conditions included in the subject agreement and all previous amendments thereto, if any.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

All terms and conditions of the agreement and its amendments (if any) not affected by this letter of amendment remain in full force and effect.

This letter of amendment is not effective until the Office of Comptroller Operations signs and dates this letter of amendment. The Department will forward a copy of the fully executed letter of amendment for your files.

Exhibit \_\_\_\_\_  
Page 1 of 2

Sincerely,

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
(Asst.) District Executive                      Date

**Approved for Form and Legality:**

\_\_\_\_\_  
for Chief Counsel                                      Date

\_\_\_\_\_  
Office of Comptroller Operations                      Date

Reimbursement Amendment No. \_\_\_\_\_ is split \_\_\_\_\_%, expenditure amount of \_\_\_\_\_ for federal funds and \_\_\_\_\_%, expenditure amount of \_\_\_\_\_ for state funds. The related federal assistance program name and number is \_\_\_\_\_; \_\_\_\_\_. The state assistance program name and number is \_\_\_\_\_; \_\_\_\_\_.

SAMPLE

# Federal Funding Accountability and Transparency Act Subrecipient Agreement Requirements

*The terms "subrecipient, subgrantee, and subawardee" used in the following pages and the agreement to which this document is attached shall mean the party that is the recipient of federal funds under the agreement to which this document is attached.*

## 1. Registration and Identification Information

Subrecipient must maintain current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM ([www.SAM.gov](http://www.SAM.gov)) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov.

Subrecipient must provide its assigned UEI to the Commonwealth of Pennsylvania (Commonwealth) along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

## 2. Primary Location

Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to this agreement.

Subrecipient must provide this information to the Commonwealth along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

## 3. Compensation of Officers

Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if—**

1. the entity in the preceding fiscal year received—
  - a. 80 percent or more of its annual gross revenues in Federal awards; and
  - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient. Subrecipient must provide information responding to this question along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides such information responding to this question.

# Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

The Subgrantee must complete Federal Funding Accountability and Transparency Act Subrecipient Data Sheet (FFATA Sheet) attached here. The FFATA Sheet is to be completed and incorporated as part of this agreement.

Failure to provide accurate information for the Subgrantee named as a party to this agreement or to complete the FFATA Sheet will cause the inability of the Commonwealth of Pennsylvania (Commonwealth) to process this agreement and resulting in delay or loss of funds to the Subgrantee. The Subgrantee's documentation will be considered incomplete until such time that Subgrantee provides accurate FFATA information.

- (a) Registration and Identification Information – The Subgrantee must maintain a current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM ([www.SAM.gov](http://www.SAM.gov)) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov. Subgrantee must provide its UEI, to the Commonwealth along with the signed agreement.
- (b) Primary Location - Subgrantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subgrantee must list the location where the most amount of the award is to be expended pursuant to this agreement.
- (c) Compensation of Officers - Subgrantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if**
  1. the entity in the preceding fiscal year received—
    - a. 80 percent or more of its annual gross revenues in Federal awards; **and**
    - b. \$25,000,000 or more in annual gross revenues from Federal awards; **and**
  2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subgrantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subgrantee. Subgrantee must provide information responding to this question along with Subgrantee's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subgrantee provides such information responding to this question.

# Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

Subrecipient must provide information along with Subrecipient's return of the signed agreement. The Commonwealth will not process the agreement until such time that Subrecipient provides such information.

## REGISTRATION AND IDENTIFICATION INFORMATION

Unique Entity Identifier (UEI):

[INSTRUCTIONS: Subrecipient must provide its assigned UEI. Subrecipient must maintain current registration that permits their entity registration to appear in a public search in SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A UEI is issued upon registration in SAM.gov.]

## PRIMARY LOCATION

City:

State:

Zip+4:

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to the agreement.]

## COMPENSATION OF OFFICERS

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

By marking the following box  
Subrecipient affirms they do not  
meet the conditions for reporting  
highly compensated officials

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if** --

1. the entity in the preceding fiscal year received—
  - a. 80 percent or more of its annual gross revenues in Federal awards; **and**
  - b. \$25,000,000 or more in annual gross revenues from Federal awards; **and**
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*  
If the Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient.

**The United States Department of Transportation (USDOT)**  
**Standard Title VI/Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

The Subrecipient (herein referred to as the “Recipient”), **hereby agrees that**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through its various operating administrations and bureaus, which include but are not limited to, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), Office of the Secretary, National Highway Traffic Safety Administration, and Federal Motor Carrier Safety Administration (FMCSA), is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964); and
- 49 C.F.R. part 303 (FMCSA’s Title VI/Nondiscrimination Regulation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including, but not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic and Safety Administration, and the FMCSA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

## Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program that is the subject of this Agreement.

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the federally-assisted transportation program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and



- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the federal agencies' access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the federal agencies. You must keep records, reports, and submit the material for review upon request to the federal agencies, or their designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the federally-assisted program. This ASSURANCE is binding on the Commonwealth of Pennsylvania, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the federally-assisted program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (U.S. DOT), through its various operating administrations and bureaus, which include but are not limited to, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), Office of the Secretary, National Highway Traffic Safety Administration, and Federal Motor Carrier Safety Administration (FMCSA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA, as appropriate, and will set forth what efforts it has made to obtain the information.

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5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
  
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

A

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Commonwealth of Pennsylvania, Department of Transportation will accept title to the lands and maintain the project constructed thereon in accordance with the Legislative Authority applicable under this Agreement, the Regulations for the Administration of the federally-assisted program, and the policies and procedures prescribed by the U.S. Department of Transportation's its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Commonwealth of Pennsylvania, Department of Transportation, all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the Commonwealth of Pennsylvania, Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the the Commonwealth of Pennsylvania, Department of Transportation, its successors and assigns.

The the Commonwealth of Pennsylvania, Department of Transportation, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Commonwealth of Pennsylvania, Department of Transportation will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be

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amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

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## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Commonwealth of Pennsylvania, Department of Transportation pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Commonwealth of Pennsylvania, Department of Transportation and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

C

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Commonwealth of Pennsylvania, Department of Transportation pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will there upon revert to and vest in and become the absolute property of the Commonwealth of Pennsylvania, Department of Transportation and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

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# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Allison Ruger, Public Works

**ITEM TYPE:** Award of Contract

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of a professional services contract between the County of Delaware and McCormick Taylor for the NBIS bridge inspection contract for a period of three years for an amount not to exceed \$1,167,223.36. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 36-9505-640010 & 42-3165-640010

**ESTIMATED/ACTUAL COST OF REQUEST:** \$1,167,223.36

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[L00786 NBIS Price Proposal Details.pdf](#)  
[NBIS Estimate Details.pdf](#)  
[Technical Proposal Detail.pdf](#)

Agreement No. L00786

NBIS

Price Proposal Details

**PRICE PROPOSAL DETAILS**

Agreement: L00786	Project Specific	Negotiation
Name: 2024-27 County of Delaware NBIS Bridge Inspections		Selection Process: Modified
Initiating Business Partner: 003325 - County of Delaware		

<input checked="" type="checkbox"/> <b>Part: 1</b>	<b>Cost Per Unit of Work</b>	<b>Negotiation</b>
Description: Performance of NBIS Bridge Safety Inspections and preparation of reports on County- Owned bridges located in Delaware County. Work includes bridge structural ratings and inspection report clarification meetings on an as needed basis.		PennDOT Project Manager: Larkins, Shawn M. Phase: Design Support Services

McCormick Taylor, Inc. - 000053	Qualifications Package
Type: Corporation	DBE Type: SBE:

Price Proposal Information	Submitted
Price Proposal Due: 03/01/2024	Report Version: Submitted

Totals					
PDA	UOW Cost	Non-Unit Related Other Costs	Total Cost	Total Cost By Others	Grand Total
\$109,600.00	\$763,342.70	\$5,325.00	\$885,806.35	\$281,417.01	\$1,167,223.36

Consultant Proposals											
Firm	Supervising Status Firm	Cost	Current		Submitted		Commit		Amount		
			DBE	SBE	DBE	SBE	DBE	SBE	DBE	SBE	
McCormick Taylor, Inc.		Submitted	\$878,267.70	No	No	No	No	No	No	\$0.00	\$0.00
W.J. Castle, P.E. & Associates, P.C.	McCormick Taylor, Inc.	Submitted	\$72,302.24	No	No	No	No	No	No	\$0.00	\$0.00
Specialty Engineering, Inc	McCormick Taylor, Inc.	Submitted	\$209,114.77	Yes	Yes	Yes	Yes	No	No	\$209,114.77	\$209,114.77
			\$1,159,684.71	\$209,114.77	\$209,114.77	\$209,114.77	\$209,114.77	\$209,114.77	\$209,114.77		

Cost Factors					
	Field Overhead Rate	Office Overhead Rate	Profit Class	Profit Factor	Premium Pay
	143.193%	189.330%	A	10.11%	No

Escalations		
Name	%	Calculation
Escalation 1 through May 2026	3.540	We anticipate granting an average of a 3.00% pay increase to our employees on the anniversary dates that they joined the firm. First Year 12 mos. @ 101.50 = \$1,218.00 ; Second Year 12 mos. @ 104.55 = 1,254.54 ; Third Year 3 mos. @ 107.68 = 323.04 ; 27 months \$2,795.58 Weighted Average = 2,795.58/27 = 103.54%
Escalation 2 through May 2028	6.630	We anticipate granting an average of a 3.00% pay increase to our employees on the anniversary dates that they joined the firm. First Year 12 mos. @ 101.50 = \$1,218.00 ; Second Year 12 mos. @ 104.55 = 1,254.54 ; Third Year 12 mos. @ 107.68 = 1,292.18 ; Fourth Year 12 mos. @ 110.91 = 1,330.94 ; Fifth Year 3 mos. @ 114.24 = 342.72 ; 51 months \$5,438.38 Weighted Average = 5,438.38/51 = 106.63%
Escalation 3 through May 2029	8.250	We anticipate granting an average of a 3.00% pay increase to our employees on the anniversary dates that they joined the firm. First Year 12 mos. @ 101.50 = \$1,218.00 ; Second Year 12 mos. @ 104.55 = 1,254.54 ; Third Year 12 mos. @ 107.68 = 1,292.18 ; Fourth Year 12 mos. @ 110.91 = 1,330.94 ; Fifth Year 12 mos. @ 114.24 = 1,370.87 ; Sixth Year 3 mos. @ 117.67 = 353.00 ; 63 months \$6,819.53 Weighted Average = 6,819.53/63 = 108.25%

Project Team			
Last Name	First Name	Classification	Rate
Acheampong	C.	Inspector	\$38.46
Banks	J.	Inspector	\$33.65
Bertoldi	A	Team Leader	\$71.15
Blake	G	Team Leader	\$50.51
Canataro	T	Team Leader	\$56.95
Chaudhari	S	Ratings Engineer	\$40.38
Drumm	D	Inspector	\$37.14
Everett	A	Team Leader	\$51.92
Huston	R	Team Leader	\$42.55
Karnish	B	Project Manager	\$70.81
Kraidman	M	Inspector	\$36.15
Lyle	C	Ratings Engineer	\$49.52
Newpher	B	Ratings Engineer	\$60.41
Payne	J	Project Manager	\$68.51

Last Name	First Name	Classification	Rate
Tao	F	Team Leader	\$47.91

Employees displayed in red have rates that have expired.

Labor Tasks				
Task/Detail Task	Hours	Average Rate	Total Payroll	Total Task Cost
<b>1 - Safety Inspection of State and Local Bridges</b>				
1.1 Bridge Inspection Ratings and all other Inspection Related Activities	4.00	\$53.25	\$213.01	\$700.43
1.2 Initial Bridge Inspection A-1 Category	24.00	\$48.99	\$1,175.72	\$3,866.04
1.3 Initial Bridge Inspection A-2 Category	26.00	\$48.68	\$1,265.57	\$4,161.48
1.4 Initial Bridge Inspection C-1 Category	40.00	\$46.93	\$1,877.37	\$6,173.23
1.5 Routine Bridge Inspection A-1 Category	20.00	\$46.42	\$928.41	\$3,052.83
1.6 Routine Bridge Inspection A-2 Category	22.00	\$46.28	\$1,018.26	\$3,348.27
1.7 Routine Bridge Inspection A-3 Category	24.00	\$46.17	\$1,108.11	\$3,643.73
1.8 Routine Bridge Inspection B-1 Category	40.00	\$46.51	\$1,860.22	\$6,116.84
1.9 Routine Bridge Inspection C-1 Category	35.00	\$46.49	\$1,627.02	\$5,350.02
1.10 Routine Bridge Inspection B-3 Category	55.00	\$45.92	\$2,525.52	\$8,304.51
1.11 Routine Bridge Inspection D-1 Category	20.00	\$46.42	\$928.41	\$3,052.83
1.12 Routine Bridge Inspection D-2 Category	22.00	\$46.28	\$1,018.26	\$3,348.27
1.13 Partial/interim Bridge Inspection A-1 Category	14.00	\$47.06	\$658.86	\$2,166.48
1.14 Partial/interim Bridge Inspection A-2 Category	16.00	\$46.79	\$748.71	\$2,461.93
1.15 Partial/interim Bridge Inspection A-3 Category	18.00	\$46.59	\$838.56	\$838.56
1.16 Partial/interim Bridge Inspection B-1 Category 🏠	30.00	\$47.03	\$1,410.97	\$4,639.61
1.17 Partial/interim Bridge Inspection C-1 Category	26.00	\$47.36	\$1,231.27	\$4,048.70
1.18 Partial/interim Bridge Inspection B-3 Category	50.00	\$46.19	\$2,309.47	\$7,594.08
1.19 Partial/interim Bridge Inspection D-1 Category	14.00	\$47.06	\$658.86	\$2,166.48
1.20 Partial/interim Bridge Inspection D-2 Category	16.00	\$46.79	\$748.71	\$2,461.93
1.21 Bridge Inspection Structural ratings A1,A2,B1, D1,D2	16.00	\$54.67	\$874.72	\$2,876.29
1.22 Bridge Inspection Structural ratings A3,A4,B2, B3	24.00	\$54.00	\$1,295.92	\$4,261.29
1.23 Bridge Inspection Structural ratings C1	30.00	\$53.44	\$1,603.32	\$1,603.32
1.24 Bridge Supplemental Inspection	4.00	\$49.09	\$196.36	\$645.68
1.25 PM/Admin of Sub Consultant	4.00	\$69.66	\$278.64	\$916.24
1.26 Critical Deficiency Meetings	10.00	\$61.58	\$615.80	\$2,024.89
1.27 Bridge Inspection, ratings & all other Inspec related actv (Cycle 2)	4.00	\$53.25	\$213.01	\$719.47
1.28 Initial bridge Inspection A-1 Category (Cycle 2)	24.00	\$48.99	\$1,175.72	\$3,971.15
1.29 Initial bridge Inspection A-2 Category (Cycle 2)	26.00	\$48.68	\$1,265.57	\$4,274.63
1.30 Initial bridge Inspection C-1 Category (Cycle 2)	40.00	\$46.93	\$1,877.37	\$6,341.07
1.31 Routine Bridge Inspection A-1 Category (Cycle 2)	20.00	\$46.42	\$928.41	\$3,135.83
1.32 Routine Bridge Inspection A-3 Category (Cycle 2)	24.00	\$46.17	\$1,108.11	\$3,742.79
1.33 Routine Bridge Inspection B-1 Category (Cycle 2)	40.00	\$46.51	\$1,860.22	\$6,283.15
1.34 Routine Bridge Inspection C-1 Category (Cycle 2)	35.00	\$46.49	\$1,627.02	\$5,495.48
1.35 Routine Bridge Inspection B-3 Category (Cycle 2)	55.00	\$45.92	\$2,525.52	\$8,530.30
1.36 Routine Bridge Inspection D-1 Category (Cycle 2)	20.00	\$46.42	\$928.41	\$3,135.83
1.37 Routine Bridge Inspection D-2 Category (Cycle 2)	22.00	\$46.28	\$1,018.26	\$3,439.31
1.57 Routine Bridge Inspection A-2 Category (Cycle 3)	22.00	\$46.28	\$1,018.26	\$3,487.04
1.58 Routine Bridge Inspection A-3 Category (Cycle 3)	24.00	\$46.17	\$1,108.11	\$3,470.59
1.59 Routine Bridge Inspection B-1 Category (Cycle 3)	40.00	\$46.51	\$1,860.22	\$6,370.34

Task/Detail Task	Hours	Average Rate	Total Payroll	Total Task Cost
1.60 Routine Bridge Inspection B-3 Category (Cycle 3)	55.00	\$45.92	\$2,525.52	\$8,648.67
1.63 Routine Bridge Inspection D-2 Category (Cycle 3)	22.00	\$46.28	\$1,018.26	\$3,487.04
1.64 Partial/Interim Bridge Inspection A-1 Category (Cycle 3)	14.00	\$47.06	\$658.86	\$2,256.27
1.65 Partial/Interim Bridge Inspection A-2 Category (Cycle 3)	16.00	\$46.79	\$748.71	\$2,563.96
1.66 Partial/Interim Bridge Inspection A-3 Category (Cycle 3)	18.00	\$46.59	\$838.56	\$838.56
1.67 Partial/Interim Bridge Inspection B-1 Category (Cycle 3)	30.00	\$47.03	\$1,410.97	\$4,831.88
1.68 Partial/Interim Bridge Inspection B-3 Category (Cycle 3)	50.00	\$46.19	\$2,309.47	\$7,233.25
1.72 Structural Ratings A-1, A-2, B-1 (Cycle 3)	16.00	\$54.67	\$874.72	\$2,995.49
1.38 Partial/Interim Bridge Inspection A-1 Category (Cycle 2)	14.00	\$47.06	\$658.86	\$2,225.39
1.39 Partial/Interim Bridge Inspection A-2 category (Cycle 2)	16.00	\$46.79	\$748.71	\$2,528.87
1.40 Partial/Interim Bridge Inspection A-3 Category (Cycle 2)	18.00	\$46.59	\$838.56	\$838.56
1.41 Partial/Interim Bridge Inspection B-1 Category (Cycle 2)	30.00	\$47.03	\$1,410.97	\$4,765.75
1.42 Partial/Interim Bridge Inspection C-1 Category (Cycle 2)	26.00	\$47.36	\$1,231.27	\$4,158.78
1.43 Partial/Interim Bridge Inspection B-3 Category (Cycle 2)	50.00	\$46.19	\$2,309.47	\$7,800.56
1.44 Partial/Interim Bridge Inspection D-1 Category (Cycle 2)	20.00	\$46.42	\$928.41	\$3,135.83
1.45 Partial/Interim Bridge Inspection D-2 Category (Cycle 2)	16.00	\$46.79	\$748.71	\$2,528.87
1.46 Bridge Inspection Structural ratings A1,A2,B1, D1,D2 (Cycle 2)	16.00	\$54.67	\$874.72	\$2,954.49
1.47 Bridge Inspection Structural ratings A3,A4, B2, B3 (Cycle 2)	24.00	\$54.00	\$1,295.92	\$4,377.15
1.48 Bridge Inspection Structural ratings C-1 (Cycle 2)	30.00	\$53.44	\$1,603.32	\$1,603.32
1.49 Bridge Supplemental Inspection (Cycle 2)	4.00	\$49.09	\$196.36	\$663.24
1.50 PM/Admin of Sub Consultant (Cycle 2)	4.00	\$69.66	\$278.64	\$941.15
1.51 Critical Deficiency Meetings (Cycle 2)	10.00	\$61.58	\$615.80	\$2,079.95
1.52 Local County Bridge Inspection Services (Prob. Inspection) Cycle 3	4.00	\$53.25	\$213.01	\$213.01
1.53 Initial Bridge Inspection A-1 Category (Cycle 3)	24.00	\$48.99	\$1,175.72	\$4,026.26
1.54 Initial Bridge Inspection A-2 Category (Cycle 3)	26.00	\$48.68	\$1,265.57	\$4,333.95
1.55 Initial Bridge Inspection C-1 Category (Cycle 3)	40.00	\$46.93	\$1,877.37	\$6,429.06
1.56 Routine Bridge Inspection A-1 Category (Cycle 3)	20.00	\$46.42	\$928.41	\$3,179.35
1.61 Routine Bridge Inspection C-1 Category (Cycle 3)	35.00	\$46.49	\$1,627.02	\$5,571.75
1.62 Routine Bridge Inspection D-1 Category (Cycle 3)	20.00	\$46.42	\$928.41	\$3,179.35
1.69 Partial/Interim Bridge Inspection C-1 Category (Cycle 3)	26.00	\$47.36	\$1,231.27	\$4,216.49
1.70 Partial/Interim Bridge Inspection D-1 Category (Cycle 3)	14.00	\$47.06	\$658.86	\$2,256.27
1.71 Partial/Interim Bridge Inspection D-2 Category (Cycle 3)	16.00	\$46.79	\$748.71	\$2,563.96
1.73 Structural Ratings A-3, A-4, B-2, B-3 (Cycle 3)	24.00	\$54.00	\$1,295.92	\$4,437.89
1.74 Structural Ratings C-1 (Cycle 3)	30.00	\$53.44	\$1,603.32	\$1,603.32
1.75 Closed Category A	10.00	\$48.26	\$482.56	\$1,586.77
1.76 Closed Category B	12.00	\$47.70	\$572.41	\$1,882.22
1.77 Closed Category D	10.00	\$48.26	\$482.56	\$1,586.77
1.78 Closed Category A (Cycle 2)	10.00	\$48.26	\$482.56	\$1,629.91
1.79 Closed Category B (Cycle 2)	12.00	\$47.70	\$572.41	\$1,933.39
1.80 Closed Category D (Cycle 2)	10.00	\$48.26	\$482.56	\$1,629.91
1.81 Closed Category A (Cycle 3)	10.00	\$48.26	\$482.56	\$1,652.53
1.82 Closed Category B (Cycle 3)	12.00	\$47.70	\$572.41	\$1,960.22
1.83 Closed Category D (Cycle 3)	10.00	\$48.26	\$482.56	\$1,652.53
1.84 Critical Deficiency Meetings (Cycle 3)	10.00	\$61.58	\$615.80	\$2,108.81
1.85 Bridge Supplemental Inspection (Cycle 3)	4.00	\$49.09	\$196.36	\$672.44
1.86 Team Leader Flood Inspection	1.00	\$53.50	\$53.50	\$175.92
1.87 Team Leader Flood Inspection (Cycle 2)	1.00	\$53.50	\$53.50	\$180.70
1.88 Team Leader Flood Inspection (Cycle 3)	1.00	\$53.50	\$53.50	\$183.21

Task/Detail Task	Hours	Average Rate	Total Payroll	Total Task Cost
1.89 Inspector Flood Inspection	1.00	\$36.35	\$36.35	\$119.52
1.90 Inspector Flood Inspection (Cycle 2)	1.00	\$36.35	\$36.35	\$122.77
1.91 Inspector Flood Inspection (Cycle 3)	1.00	\$36.35	\$36.35	\$124.48
1.92 PM Flood Inspection	1.00	\$69.66	\$69.66	\$229.06
1.93 PM Flood Inspection (Cycle 2)	1.00	\$69.66	\$69.66	\$235.29
1.94 PM Flood Inspection (Cycle 3)	1.00	\$69.66	\$69.66	\$238.56
1.95 Underwater Inspection Type-1-S1	0.00	\$0.00	\$0.00	\$0.00
1.96 Underwater Inspection Type-1-S1 (Cycle-2)	0.00	\$0.00	\$0.00	\$0.00
1.97 Underwater Inspection Type-1-S1 (Cycle-3)	0.00	\$0.00	\$0.00	\$0.00
1.98 Underwater Inspection Type-2-S-1	0.00	\$0.00	\$0.00	\$0.00
1.99 Underwater Inspection Type-2-S-1 (Cycle 2)	0.00	\$0.00	\$0.00	\$0.00
1.100 Underwater Inspection Type-2-S-1 (Cycle 3)	0.00	\$0.00	\$0.00	\$0.00
1.101 PM/admin of Sub Consultant (Cycle 3)	4.00	\$69.66	\$278.64	\$954.21
1.102 Routine Bridge Inspection A-2 category (Cycle 2)	22.00	\$46.28	\$1,018.26	\$3,439.31
1.103 Bridge Inspection Ratings and all other Inspection Related Activities (Cycle 3)	4.00	\$53.25	\$213.01	\$729.45
<b>Labor Task Total:</b>	<b>1,927.00</b>	<b>\$48.07</b>	<b>\$92,621.83</b>	<b>\$292,716.61</b>

Other Costs						
Other Cost Name	PDA	DBE Eligible	SBE Eligible	Units	Cost Per Unit	Total Other Cost
<i>No records found.</i>						

Units of Work			
Unit of Work Name	Units	Cost Per Unit	Total Cost
Insp, Rtg & Other Related Actvt Cycle 2	24	\$719.47	\$17,267.28
Initial Inspection A-1 (Cycle 2)	4	\$3,971.15	\$15,884.60
Initial Inspection A-2 (Cycle 2)	1	\$4,274.63	\$4,274.63
Routine Inspection A-1 (Cycle 2)	22	\$3,135.83	\$68,988.26
Routine Inspection A-2 (Cycle 2)	8	\$3,439.31	\$27,514.48
Routine Inspection B-1 (Cycle 2)	1	\$6,283.15	\$6,283.15
Routine Inspection B-3 (Cycle 2)	1	\$8,530.30	\$8,530.30
Routine Inspection D-1 (Cycle 2)	0	\$3,135.83	\$0.00
Partial/Interim Inspection A-1 (Cycle 2)	2	\$2,225.39	\$4,450.78
Partial/Interim Inspection A-2 (Cycle 2)	1	\$2,528.87	\$2,528.87
Partial/Interim Inspection B-1 (Cycle 2)	1	\$4,765.75	\$4,765.75
Partial/Interim Inspection B-3 (Cycle 2)	1	\$7,800.56	\$7,800.56
Partial/Interim Inspection D-1 (Cycle 2)	1	\$3,135.83	\$3,135.83
Ratings B-2 & B-3 (Cycle 2)	1	\$4,377.15	\$4,377.15
Bridge Supplemental Inspection (Cycle 2)	3	\$663.24	\$1,989.72
PM/Admin of Subcons (Cycle 2)	24	\$941.15	\$22,587.60
PM Flood Insp Activities (Cycle 1)	54	\$229.06	\$12,369.24
Team Leader Flood Insp (Cycle 1)	135	\$175.92	\$23,749.20
PM Flood Insp Activities (Cycle 2)	54	\$235.29	\$12,705.66
Team Leader Flood Insp Activ (Cycle 2)	135	\$180.70	\$24,394.50
Inspector Flood Insp Activ (Cycle 2)	135	\$122.77	\$16,573.95
Initial Inspect A-1 (Cycle3)	2	\$4,026.26	\$8,052.52
Initial Inspect A-2 (Cycle3)	1	\$4,333.95	\$4,333.95
Routlene Inspect A-1 (Cycle 3)	10	\$3,179.35	\$31,793.50
Routine Inspect A-2 (Cycle 3)	1	\$3,487.04	\$3,487.04
Routine Inspect B-1 (Cycle 3)	1	\$6,370.34	\$6,370.34
Routine Inspect B-3(Cycle 3)	1	\$8,648.67	\$8,648.67
Routine Inspect D-1 (Cycle 3)	1	\$3,179.35	\$3,179.35
Partial/Interim Inspection A-1 (Cycle 3)	2	\$2,256.27	\$4,512.54
Partial/Interim Inspection A-2 (Cycle 3)	1	\$2,563.96	\$2,563.96
Partial/Interim Inspection B-1 (Cycle 3)	1	\$4,831.88	\$4,831.88
Partial/Interim Inspection B-3 (Cycle 3)	1	\$7,233.25	\$7,233.25
Partial/Interim Inspection D-1 (Cycle 3)	0	\$2,256.27	\$0.00
Ratings A-1,A-2, B-1, & D-1 (Cycle 3)	3	\$2,995.49	\$8,986.47
Structural ratings B-2 & B-3 (Cycle 3)	1	\$4,437.89	\$4,437.89
Bridge Supplemental Inspection (Cycle 3)	3	\$672.44	\$2,017.32
PM/Admin Sub Consultant (Cycle 3)	12	\$954.21	\$11,450.52
PM Flood Inspection Activities (Cycle 3)	28	\$238.56	\$6,679.68
Team Leader Flood Inspect (Cycle 3)	68	\$183.21	\$12,458.28
Inspector Flood Insp Activities (Cycle 3)	68	\$124.48	\$8,464.64
Bridge Insp ratings & Actv Cycl 3	12	\$729.45	\$8,753.40
Closed Category A	1	\$1,586.77	\$1,586.77
Closed Category B	1	\$1,882.22	\$1,882.22
Closed Category D	1	\$1,586.77	\$1,586.77
Bridge Insp ratings & Actv Cycl 1	24	\$700.43	\$16,810.32
Critical Deficiency Meetings (Cycle 3)	1	\$2,108.81	\$2,108.81
PM Admin Sub (Cycle 1)	24	\$916.24	\$21,989.76
Critical Deficiency Meeting (Cycle 1)	3	\$2,024.89	\$6,074.67
Initial Inspection C-1 (Cycle 2)	1	\$6,341.07	\$6,341.07
Routine A-3 (Cycle 2)	1	\$3,742.79	\$3,742.79

Unit of Work Name	Units	Cost Per Unit	Total Cost
Routine C-1 (Cycle 2)	1	\$5,495.48	\$5,495.48
Routine D-2 (Cycle 2)	0	\$3,439.31	\$0.00
Partial/Interim Inspection C-1 (Cycle 2)	1	\$4,158.78	\$4,158.78
Partial/Interim Inspection D-2 (Cycle 2)	1	\$2,528.87	\$2,528.87
Initial Bridge Inspection A-2 Cycle 1	2	\$4,161.48	\$8,322.96
Initial Bridge Inspection A-1 Cycle 1	5	\$3,866.04	\$19,330.20
Initial Bridge Inspection C1 Cycle 1	1	\$6,173.23	\$6,173.23
Routine Bridge Inspection A-1 (Cycle 1)	16	\$3,052.83	\$48,845.28
Routine Bridge Inspection A-2 (Cycle 1)	7	\$3,348.27	\$23,437.89
Routine Bridge Inspection A-3 (Cycle 1)	1	\$3,643.73	\$3,643.73
Routine Bridge Inspection B-1 (Cycle 1)	1	\$6,116.84	\$6,116.84
Routine Bridge Inspection B-3 (Cycle 1)	1	\$8,304.51	\$8,304.51
Routine Bridge Inspection C-1 (Cycle 1)	1	\$5,350.02	\$5,350.02
Routine Bridge Inspection D-1 (Cycle 1)	1	\$3,052.83	\$3,052.83
Routine Bridge Inspection D-2 (Cycle 1)	1	\$3,348.27	\$3,348.27
Partial/Interim Br Insp A-2 (Cycle 1)	1	\$2,461.93	\$2,461.93
Partial/Interim Br Insp A-1 (Cycle 1)	2	\$2,166.48	\$4,332.96
Partial/Interim Br Insp B-1 (Cycle 1)	1	\$4,639.61	\$4,639.61
Partial/Interim Br Insp B-3 (Cycle 1)	1	\$7,594.08	\$7,594.08
Partial/Interim Br Insp C-1 (Cycle 1)	1	\$4,048.70	\$4,048.70
Partial/Interim Br Insp D-1 (Cycle 1)	0	\$2,166.48	\$0.00
Partial/Interim Br Insp D-2 (Cycle 1)	0	\$2,461.93	\$0.00
Structural ratings B-2 & B-3 (Cycle 1)	1	\$4,261.29	\$4,261.29
Ratings A1, A2, B1, D1, D2 (Cycle 1)	6	\$2,876.29	\$17,257.74
Bridge Supplemental Inspection (Cycle 1)	3	\$645.68	\$1,937.04
Flood Activities Inspector (Cycle 1)	135	\$119.52	\$16,135.20
Routiene Inspect C-1 (Cycle 3)	1	\$5,571.75	\$5,571.75
Routiene Inspect D-2 (Cycle 3)	1	\$3,487.04	\$3,487.04
Partial/Interim Inspection C-1 (Cycle 3)	1	\$4,216.49	\$4,216.49
Partial/Interim Inspection D-2 (Cycle 3)	0	\$2,563.96	\$0.00
Str Ratings A1, A2, B1, D1, D2 (Cycle 2)	4	\$2,954.49	\$11,817.96
Closed Category A (Cycle 2)	1	\$1,629.91	\$1,629.91
Closed Category A (Cycle 3)	1	\$1,652.53	\$1,652.53
Closed Category B (Cycle 2)	1	\$1,933.39	\$1,933.39
Closed Category B (Cycle 3)	1	\$1,960.22	\$1,960.22
Closed Category D (Cycle 2)	1	\$1,629.91	\$1,629.91
Closed Category D (Cycle 3)	1	\$1,652.53	\$1,652.53
Critical Deficiency Meeting (Cycle 2)	3	\$2,079.95	\$6,239.85
Initial Inspect C-1 (Cycle3)	1	\$6,429.06	\$6,429.06
Routine Bridge Inspection A-3 (Cycle 3)	1	\$3,794.73	\$3,794.73
<b>Units Of Work Total:</b>			<b>\$763,342.70</b>

Non Unit Related Other Costs						
Other Cost Name	PDA	DBE Eligible	SBE Eligible	Units	Cost Per Unit	Total Cost
Bucket Truck and/or Snooper Truck	Yes	No	No	5	\$4,800.00	\$24,000.00
Boat with scaffolding	Yes	No	No	7	\$5,200.00	\$36,400.00
Harcon tracker	Yes	No	No	6	\$5,200.00	\$31,200.00
Air Quality Monitoring	Yes	No	No	3	\$2,800.00	\$8,400.00
Traffic Control	Yes	No	No	4	\$2,400.00	\$9,600.00
Mileage	No	No	No	7,500	\$0.67	\$5,025.00
Tolls	No	No	No	30	\$10.00	\$300.00
<b>Non Unit Related Other Cost Total:</b>						<b>\$114,925.00</b>

You are currently logged in as Syed Kazmi.

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: \_\_\_\_\_

TITLE: Chair, Delaware County Council \_\_\_\_\_

DATE: \_\_\_\_\_

Exhibit 'M'



## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	<b>Signature:</b> _____ <b>Print Name:</b> <u>Dr. Monica Taylor</u> <b>Title:</b> <u>Chair, Delaware County Council</u> <b>Telephone No.:</b> <u>610-891-4264</u> <b>Date:</b> _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**RESOLUTION**

BE IT RESOLVED by authority of the COUNTY COUNCIL OF DELAWARE COUNTY, and it is hereby resolved by authority of the same, that the CHAIRMAN of said COUNTY be authorized and directed to sign the attached Agreement on its behalf and that the COUNTY CLERK be authorized and directed to attest the same.

ATTEST:

COUNTY OF DELAWARE  
(Name of Municipality)

\_\_\_\_\_  
(Signature and designation of official title)

BY \_\_\_\_\_  
(Signature and designation of official title)

COUNTY CLERK  
(SEAL)

CHAIR, DELAWARE COUNTY COUNCIL

I, Dr. MONICA TAYLOR, CHAIRMAN, OF THE COUNTY COUNCIL OF DELAWARE COUNTY, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular (special) meeting of the DELAWARE COUNTY COUNCIL, held the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature and designation of official title)  
CHAIR, DELAWARE COUNTY COUNCIL



## MUNICIPAL ESTIMATE DETAILS

Agreement: L00786	Project Specific	Negotiation
<b>Name:</b> 2024-27 County of Delaware NBIS Bridge Inspections		<b>Selection Process:</b> Modified
<b>Initiating Business Partner:</b> 003325 - County of Delaware		

<input type="checkbox"/> <b>Part: 1</b>	<b>Cost Per Unit of Work</b>	<b>Negotiation</b>
<b>Description:</b> Performance of NBIS Bridge Safety Inspections and preparation of reports on County- Owned bridges located in Delaware County. Work includes bridge structural ratings and inspection report clarification meetings on an as needed basis.		<b>PennDOT Project Manager:</b> Larkins, Shawn M.
		<b>Phase:</b> Design Support Services

<b>Municipal Estimate Information</b>	<b>Negotiation</b>
<b>Price Proposal Due:</b> <u>03/01/2024</u>	<b>Report Version:</b> Negotiation

Totals				
PDA	UOW Cost	Non-Unit Related	Other Costs	Grand Total
\$104,065.00	\$758,141.66		\$8,338.00	\$879,978.41

Cost Factors					
Field Overhead Rate	Office Overhead Rate	Profit Class	Profit Factor	Premium Pay	
150.000%	150.000%	A	12.00%	No	

Escalations		
Name	%	Calculation
<b>Cycle 1</b>	3.020	We anticipate granting an average of a 3.00% pay increase to our employees on the anniversary dates that they joined the firm. First Year 12 mos. @ 101.50 = 1,218.00 Second Year 12 mos. @ 104.55 = 1,254.54 24 2,472.54 Weighted Average = 2,472.54/24 = 103.02%
<b>Cycle 2</b>	6.160	We anticipate granting an average of a 3.00% pay increase to our employees on the anniversary dates that they joined the firm. First Year 12 mos. @ 101.50 = 1,218.00 Second Year 12 mos. @ 104.55 = 1,254.54 Third Year 12 mos. @ 107.68 = 1,292.18 Fourth Year 12 mos. @ 110.91 = 1,330.94 48 5,095.66 Weighted Average = 5,095.66/48 = 106.16%
<b>Cycle 3</b>	7.780	We anticipate granting an average of a 3.00% pay increase to our employees on the anniversary dates that they joined the firm. First Year 12 mos. @ 101.50 = 1,218.00 Second Year 12 mos. @ 104.55 = 1,254.54 Third Year 12 mos. @ 107.68 = 1,292.18 Fourth Year 12 mos. @ 110.91 = 1,330.94 Fifth Year 12 mos. @ 114.24 = 1,370.87 Weighted Average = 6,466.53 / 60 = 107.78%

Labor Tasks				
Task/Detail Task	Hours	Average Rate	Total Payroll	Total Task Cost
<b>1 - Safety Inspection of State and Local Bridges</b>				
1.1 Bridge Inspection Ratings and all other	4.00	\$48.69	\$194.74	\$559.97

Task/Detail Task	Hours	Average Rate	Total Payroll	Total Task Cost
Inspection Related Activities				
1.2 Initial Bridge Inspection A-1 Category	24.00	\$46.23	\$1,109.59	\$3,190.63
1.3 Initial Bridge Inspection A-2 Category	26.00	\$46.01	\$1,196.19	\$3,439.65
1.4 Initial Bridge Inspection C-1 Category	40.00	\$44.85	\$1,793.82	\$5,158.13
1.5 Routine Bridge Inspection A-1 Category	20.00	\$46.20	\$924.08	\$2,657.19
1.6 Routine Bridge Inspection A-2 Category	22.00	\$45.99	\$1,011.75	\$2,909.30
1.7 Routine Bridge Inspection A-3 Category	24.00	\$46.23	\$1,109.59	\$3,190.63
1.8 Routine Bridge Inspection B-1 Category	40.00	\$44.85	\$1,793.82	\$5,158.13
1.9 Routine Bridge Inspection C-1 Category	35.00	\$45.20	\$1,582.14	\$4,549.44
1.10 Routine Bridge Inspection B-3 Category	55.00	\$44.71	\$2,458.84	\$7,070.39
1.11 Routine Bridge Inspection D-1 Category	20.00	\$46.20	\$924.08	\$2,657.19
1.12 Routine Bridge Inspection D-2 Category	22.00	\$45.99	\$1,011.75	\$2,909.30
1.13 Partial/interim Bridge Inspection A-1 Category	14.00	\$46.72	\$654.11	\$1,880.90
1.14 Partial/interim Bridge Inspection A-2 Category	16.00	\$46.36	\$741.78	\$2,132.98
1.15 Partial/interim Bridge Inspection A-3 Category	18.00	\$46.08	\$829.45	\$862.29
1.16 Partial/interim Bridge Inspection B-1 Category	30.00	\$44.97	\$1,349.14	\$3,879.45
1.17 Partial/interim Bridge Inspection C-1 Category	26.00	\$45.28	\$1,177.20	\$3,385.04
1.18 Partial/interim Bridge Inspection B-3 Category	50.00	\$44.04	\$2,202.08	\$6,332.08
1.19 Partial/interim Bridge Inspection D-1 Category	14.00	\$36.58	\$512.09	\$1,472.52
1.20 Partial/interim Bridge Inspection D-2 Category	16.00	\$39.27	\$628.35	\$1,806.83
1.21 Bridge Inspection Structural ratings A1,A2,B1, D1,D2	16.00	\$46.36	\$741.78	\$2,132.98

<b>Task/Detail Task</b>	<b>Hours</b>	<b>Average Rate</b>	<b>Total Payroll</b>	<b>Total Task Cost</b>
<b>1.22</b> Bridge Inspection Structural ratings A3,A4,B2, B3	24.00	\$46.23	\$1,109.59	\$3,190.63
<b>1.23</b> Bridge Inspection Structural ratings C1	30.00	\$45.18	\$1,355.47	\$3,897.66
<b>1.24</b> Bridge Supplemental Inspection	4.00	\$60.57	\$242.26	\$696.62
<b>1.25</b> PM/Admin of Sub Consultant	4.00	\$60.57	\$242.26	\$696.62
<b>1.26</b> Critical Deficiency Meetings	10.00	\$47.91	\$479.05	\$1,377.52
<b>1.27</b> Bridge Inspection, ratings & all other Inspec related actv (Cycle 2)	4.00	\$60.57	\$242.26	\$715.64
<b>1.28</b> Initial bridge Inspection A-1 Category (Cycle 2)	24.00	\$46.23	\$1,109.59	\$3,277.74
<b>1.29</b> Initial bridge Inspection A-2 Category (Cycle 2)	26.00	\$46.01	\$1,196.19	\$3,533.55
<b>1.30</b> Initial bridge Inspection C-1 Category (Cycle 2)	40.00	\$44.85	\$1,793.82	\$5,298.95
<b>1.31</b> Routine Bridge Inspection A-1 Category (Cycle 2)	20.00	\$46.20	\$924.08	\$2,729.73
<b>1.32</b> Routine Bridge Inspection A-3 Category (Cycle 2)	24.00	\$46.23	\$1,109.59	\$3,277.74
<b>1.33</b> Routine Bridge Inspection B-1 Category (Cycle 2)	40.00	\$44.85	\$1,793.82	\$5,298.95
<b>1.34</b> Routine Bridge Inspection C-1 Category (Cycle 2)	35.00	\$38.21	\$1,337.34	\$3,950.50
<b>1.35</b> Routine Bridge Inspection B-3 Category (Cycle 2)	55.00	\$37.47	\$2,061.04	\$6,088.31
<b>1.36</b> Routine Bridge Inspection D-1 Category (Cycle 2)	20.00	\$44.38	\$887.66	\$2,622.15
<b>1.37</b> Routine Bridge Inspection D-2 Category (Cycle 2)	22.00	\$38.46	\$846.09	\$2,499.36
<b>1.57</b> Routine Bridge Inspection A-2 Category (Cycle 3)	22.00	\$45.99	\$1,011.75	\$3,029.70
<b>1.58</b> Routine Bridge Inspection A-3 Category (Cycle 3)	24.00	\$46.23	\$1,109.59	\$3,322.68
<b>1.59</b> Routine Bridge Inspection B-1 Category (Cycle 3)	40.00	\$44.85	\$1,793.82	\$5,371.60
<b>1.60</b> Routine Bridge Inspection B-3 Category (Cycle 3)	55.00	\$44.71	\$2,458.84	\$7,362.99
<b>1.63</b> Routine Bridge Inspection D-2 Category (Cycle 3)	22.00	\$35.03	\$770.76	\$2,308.04

<b>Task/Detail Task</b>	<b>Hours</b>	<b>Average Rate</b>	<b>Total Payroll</b>	<b>Total Task Cost</b>
<b>1.64</b> Partial/Interim Bridge Inspection A-1 Category (Cycle 3)	14.00	\$38.02	\$532.22	\$1,593.74
<b>1.65</b> Partial/Interim Bridge Inspection A-2 Category (Cycle 3)	16.00	\$40.82	\$653.10	\$1,955.71
<b>1.66</b> Partial/Interim Bridge Inspection A-3 Category (Cycle 3)	18.00	\$35.21	\$633.76	\$1,897.80
<b>1.67</b> Partial/Interim Bridge Inspection B-1 Category (Cycle 3)	30.00	\$37.04	\$1,111.18	\$3,327.42
<b>1.68</b> Partial/Interim Bridge Inspection B-3 Category (Cycle 3)	50.00	\$40.02	\$2,001.20	\$5,392.23
<b>1.72</b> Structural Ratings A-1, A-2, B-1 (Cycle 3)	16.00	\$46.36	\$741.78	\$2,221.26
<b>1.38</b> Partial/Interim Bridge Inspection A-1 Category (Cycle 2)	14.00	\$34.43	\$482.00	\$1,423.83
<b>1.39</b> Partial/Interim Bridge Inspection A-2 category (Cycle 2)	16.00	\$34.13	\$546.00	\$1,612.88
<b>1.40</b> Partial/Interim Bridge Inspection A-3 Category (Cycle 2)	18.00	\$33.89	\$610.00	\$610.00
<b>1.41</b> Partial/Interim Bridge Inspection B-1 Category (Cycle 2)	30.00	\$33.13	\$994.00	\$2,936.28
<b>1.42</b> Partial/Interim Bridge Inspection C-1 Category (Cycle 2)	26.00	\$34.62	\$900.00	\$2,658.60
<b>1.43</b> Partial/Interim Bridge Inspection B-3 Category (Cycle 2)	50.00	\$32.68	\$1,634.00	\$4,826.84
<b>1.44</b> Partial/Interim Bridge Inspection D-1 Category (Cycle 2)	14.00	\$34.43	\$482.00	\$1,423.83
<b>1.45</b> Partial/Interim Bridge Inspection D-2 Category (Cycle 2)	16.00	\$34.13	\$546.00	\$1,612.88
<b>1.46</b> Bridge Inspection Structural ratings A1,A2,B1, D1,D2 (Cycle 2)	16.00	\$34.13	\$546.00	\$1,612.88
<b>1.47</b> Bridge Inspection Structural ratings A3,A4, B2, B3 (Cycle 2)	24.00	\$35.17	\$844.00	\$2,493.18
<b>1.48</b> Bridge Inspection Structural ratings C-1 (Cycle 2)	30.00	\$33.13	\$994.00	\$994.00
<b>1.49</b> Bridge Supplemental Inspection (Cycle 2)	4.00	\$44.50	\$178.00	\$525.81
<b>1.50</b> PM/Admin of Sub Consultant (Cycle 2)	4.00	\$44.50	\$178.00	\$525.81
<b>1.51</b> Critical Deficiency Meetings (Cycle 2)	10.00	\$35.40	\$354.00	\$1,045.72

Task/Detail Task	Hours	Average Rate	Total Payroll	Total Task Cost
1.52 Local County Bridge Inspection Services (Prob. Inspection) Cycle 3	4.00	\$44.50	\$178.00	\$178.00
1.53 Initial Bridge Inspection A-1 Category (Cycle 3)	24.00	\$35.17	\$844.00	\$2,527.36
1.54 Initial Bridge Inspection A-2 Category (Cycle 3)	26.00	\$34.62	\$900.00	\$2,695.05
1.55 Initial Bridge Inspection C-1 Category (Cycle 3)	40.00	\$32.85	\$1,314.00	\$3,934.77
1.56 Routine Bridge Inspection A-1 Category (Cycle 3)	20.00	\$34.15	\$683.00	\$2,045.24
1.61 Routine Bridge Inspection C-1 Category (Cycle 3)	35.00	\$33.34	\$1,167.00	\$3,494.58
1.62 Routine Bridge Inspection D-1 Category (Cycle 3)	20.00	\$34.15	\$683.00	\$2,045.24
1.69 Partial/Interim Bridge Inspection C-1 Category (Cycle 3)	26.00	\$34.62	\$900.00	\$2,695.05
1.70 Partial/Interim Bridge Inspection D-1 Category (Cycle 3)	14.00	\$34.43	\$482.00	\$1,443.35
1.71 Partial/Interim Bridge Inspection D-2 Category (Cycle 3)	16.00	\$34.13	\$546.00	\$1,635.00
1.73 Structural Ratings A-3, A-4, B-2, B-3 (Cycle 3)	24.00	\$35.17	\$844.00	\$2,527.36
1.74 Structural Ratings C-1 (Cycle 3)	30.00	\$33.13	\$994.00	\$994.00
1.75 Closed Category A	10.00	\$35.40	\$354.00	\$1,017.93
1.76 Closed Category B	12.00	\$34.83	\$418.00	\$1,201.96
1.77 Closed Category D	10.00	\$35.40	\$354.00	\$1,017.93
1.78 Closed Category A (Cycle 2)	10.00	\$35.40	\$354.00	\$1,045.72
1.79 Closed Category B (Cycle 2)	12.00	\$34.83	\$418.00	\$1,234.77
1.80 Closed Category D (Cycle 2)	10.00	\$35.40	\$354.00	\$1,045.72
1.81 Closed Category A (Cycle 3)	10.00	\$35.40	\$354.00	\$1,060.05
1.82 Closed Category B (Cycle 3)	12.00	\$34.83	\$418.00	\$1,251.70
1.83 Closed Category D (Cycle 3)	10.00	\$35.40	\$354.00	\$1,060.05
1.84 Critical Deficiency Meetings (Cycle 3)	10.00	\$35.40	\$354.00	\$1,060.05
1.85 Bridge Supplemental Inspection (Cycle 3)	4.00	\$44.50	\$178.00	\$533.02
1.86 Team Leader Flood Inspection	1.00	\$36.00	\$36.00	\$103.52

Task/Detail Task	Hours	Average Rate	Total Payroll	Total Task Cost
1.87 Team Leader Flood Inspection (Cycle 2)	1.00	\$36.00	\$36.00	\$106.34
1.88 Team Leader Flood Inspection (Cycle 3)	1.00	\$36.00	\$36.00	\$107.80
1.89 Inspector Flood Inspection	1.00	\$28.00	\$28.00	\$80.51
1.90 Inspector Flood Inspection (Cycle 2)	1.00	\$28.00	\$28.00	\$82.71
1.91 Inspector Flood Inspection (Cycle 3)	1.00	\$28.00	\$28.00	\$83.85
1.92 PM Flood Inspection	1.00	\$53.00	\$53.00	\$152.40
1.93 PM Flood Inspection (Cycle 2)	1.00	\$53.00	\$53.00	\$156.56
1.94 PM Flood Inspection (Cycle 3)	1.00	\$53.00	\$53.00	\$158.71
1.95 Underwater Inspection Type-1-S1	25.00	\$35.48	\$887.00	\$2,550.57
1.96 Underwater Inspection Type-1-S1 (Cycle-2)	25.00	\$35.48	\$887.00	\$2,620.20
1.97 Underwater Inspection Type-1-S1 (Cycle-3)	25.00	\$35.48	\$887.00	\$2,656.12
1.98 Underwater Inspection Type-2-S-1	22.00	\$35.00	\$770.00	\$2,214.13
1.99 Underwater Inspection Type-2-S-1 (Cycle 2)	22.00	\$35.00	\$770.00	\$2,274.58
1.100 Underwater Inspection Type-2-S-1 (Cycle 3)	22.00	\$35.00	\$770.00	\$2,305.76
1.101 PM/admin of Sub Consultant (Cycle 3)	4.00	\$44.50	\$178.00	\$533.02
1.102 Routine Bridge Inspection A-2 category (Cycle 2)	22.00	\$33.95	\$747.00	\$2,206.64
1.103 Bridge Inspection Ratings and all other Inspection Related Activities (Cycle 3)	4.00	\$44.50	\$178.00	\$533.02
<b>Labor Task Total:</b>	<b>2,062.00</b>	<b>\$40.08</b>	<b>\$82,652.48</b>	<b>\$235,242.74</b>

**Other Costs**

Other Cost Name	PDA	DBE Eligible	SBE Eligible	Units	Cost Per Unit	Total Other Cost
<i>No records found.</i>						

**Units of Work**

Unit of Work Name	Units	Cost Per Unit	Total Cost
Insp, Rtg & Other Related Actv Cycle 2	24	\$715.64	\$17,175.36
Initial Inspection A-1 (Cycle 2)	5	\$3,277.74	\$16,388.70
Initial Inspection A-2 (Cycle 2)	2	\$3,533.55	\$7,067.10
Routine Inspection A-1 (Cycle 2)	29	\$2,729.73	\$79,162.17
Routine Inspection A-2 (Cycle 2)	9	\$2,206.64	\$19,859.76
Routine Inspection B-1 (Cycle 2)	1	\$5,298.95	\$5,298.95
Routine Inspection B-3 (Cycle 2)	1	\$6,088.31	\$6,088.31
Routine Inspection D-1 (Cycle 2)	1	\$2,622.15	\$2,622.15



Unit of Work Name	Units	Cost Per Unit	Total Cost
Partial/Interim Inspection A-1 (Cycle 2)	3	\$1,423.83	\$4,271.49
Partial/Interim Inspection A-2 (Cycle 2)	2	\$1,612.88	\$3,225.76
Partial/Interim Inspection B-1 (Cycle 2)	1	\$2,936.28	\$2,936.28
Partial/Interim Inspection B-3 (Cycle 2)	1	\$4,826.84	\$4,826.84
Partial/Interim Inspection D-1 (Cycle 2)	1	\$1,423.83	\$1,423.83
Ratings B-2 & B-3 (Cycle 2)	1	\$2,493.18	\$2,493.18
Bridge Supplemental Inspection (Cycle 2)	5	\$525.81	\$2,629.05
PM/Admin of Subcons (Cycle 2)	24	\$525.81	\$12,619.44
U/Water Insp Type-1-S1 (Type 1, Cycle 2)	6	\$2,620.20	\$15,721.20
U/Water Insp Type-2-S1 (Type 2, Cycle 2)	3	\$2,274.58	\$6,823.74
PM Flood Insp Activities (Cycle 1)	72	\$152.40	\$10,972.80
Team Leader Flood Insp (Cycle 1)	180	\$103.52	\$18,633.60
PM Flood Insp Activities (Cycle 2)	72	\$156.56	\$11,272.32
Team Leader Flood Insp Activ (Cycle 2)	180	\$106.34	\$19,141.20
Inspector Flood Insp Activ (Cycle 2)	180	\$82.71	\$14,887.80
Initial Inspect A-1 (Cycle3)	3	\$2,527.36	\$7,582.08
Initial Inspect A-2 (Cycle3)	2	\$2,695.05	\$5,390.10
Routiene Inspect A-1 (Cycle 3)	12	\$2,045.24	\$24,542.88
Routine Inpect A-2 (Cycle 3)	3	\$3,029.70	\$9,089.10
Routine Inspect B-1 (Cycle 3)	1	\$5,371.60	\$5,371.60
Routine Inspect B-3(Cycle 3)	1	\$7,362.99	\$7,362.99
Routine Inspect D-1 (Cycle 3)	1	\$2,045.24	\$2,045.24
Partial/Interim Inspection A-1 (Cycle 3)	3	\$1,593.74	\$4,781.22
Partial/Interim Inspection A-2 (Cycle 3)	1	\$1,955.71	\$1,955.71
Partial/Interim Inspection B-1 (Cycle 3)	1	\$3,327.42	\$3,327.42
Partial/Interim Inspection B-3 (Cycle 3)	1	\$5,392.23	\$5,392.23
Partial/Interim Inspection D-1 (Cycle 3)	1	\$1,443.35	\$1,443.35
Ratings A-1,A-2, B-1, & D-1 (Cycle 3)	4	\$2,221.26	\$8,885.04
Structural ratings B-2 & B-3 (Cycle 3)	1	\$2,527.36	\$2,527.36
Bridge Supplemental Inspection (Cycle 3)	5	\$533.02	\$2,665.10
PM/Admin Sub Consultant (Cycle 3)	12	\$533.02	\$6,396.24
U/W Inspect Type-1 S1 (Type 1 Cycle 3)	3	\$2,656.12	\$7,968.36
U/W Inspect Type-2 S1 (Type 2 Cycle 3)	2	\$2,305.76	\$4,611.52
PM Flood Inspection Activities (Cycle 3)	36	\$158.71	\$5,713.56
Team Leader Flood Inspect (Cycle 3)	90	\$107.80	\$9,702.00
Inspector Flood Insp Activities (Cycle 3)	90	\$83.85	\$7,546.50
Bridge Insp ratings & Actv Cycl 3	12	\$533.02	\$6,396.24
Closed Category A	1	\$1,017.93	\$1,017.93
Closed Category B	1	\$1,201.96	\$1,201.96
Closed Category D	1	\$1,017.93	\$1,017.93
Bridge Insp ratings & Actv Cycl 1	24	\$559.97	\$13,439.28
Critical Deficiency Meetings (Cycle 3)	2	\$1,060.05	\$2,120.10
PM Admin Sub (Cycle 1)	24	\$696.62	\$16,718.88
Critical Deficiency Meeting (Cycle 1)	4	\$1,377.52	\$5,510.08
Initial Inspection C-1 (Cycle 2)	1	\$5,298.95	\$5,298.95
Routine A-3 (Cycle 2)	1	\$3,277.74	\$3,277.74
Routine C-1 (Cycle 2)	1	\$3,950.50	\$3,950.50
Routine D-2 (Cycle 2)	1	\$2,499.36	\$2,499.36
Partial/Interim Inspection C-1 (Cycle 2)	1	\$2,658.60	\$2,658.60
Partial/Interim Inspection D-2 (Cycle 2)	1	\$1,612.88	\$1,612.88
Initial Bridge Inspection A-2 Cycle 1	2	\$3,439.65	\$6,879.30
Initial Bridge Inspection A-1 Cycle 1	6	\$3,190.63	\$19,143.78
Initial Bridge Inspection C1 Cycle 1	1	\$5,158.13	\$5,158.13
Routine Bridge Inspection A-1 (Cycle 1)	24	\$2,657.19	\$63,772.56
Routine Bridge Inspection A-2 (Cycle 1)	9	\$2,909.30	\$26,183.70
Routine Bridge Inspection A-3 (Cycle 1)	1	\$3,190.63	\$3,190.63
Routine Bridge Inspection B-1 (Cycle 1)	1	\$5,158.13	\$5,158.13
Routine Bridge Inspection B-3 (Cycle 1)	1	\$7,070.39	\$7,070.39
Routine Bridge Inspection C-1 (Cycle 1)	1	\$4,549.44	\$4,549.44
Routine Bridge Inspection D-1 (Cycle 1)	1	\$2,657.19	\$2,657.19

Unit of Work Name	Units	Cost Per Unit	Total Cost
Routine Bridge Inspection D-2 (Cycle 1)	1	\$2,909.30	\$2,909.30
Partial/Interim Br Insp A-2 (Cycle 1)	2	\$2,132.98	\$4,265.96
Partial/Interim Br Insp A-1 (Cycle 1)	3	\$1,880.90	\$5,642.70
Partial/Interim Br Insp B-1 (Cycle 1)	1	\$3,879.45	\$3,879.45
Partial/Interim Br Insp B-3 (Cycle 1)	1	\$6,332.08	\$6,332.08
Partial/Interim Br Insp C-1 (Cycle 1)	1	\$3,385.04	\$3,385.04
Partial/Interim Br Insp D-1 (Cycle 1)	1	\$1,472.52	\$1,472.52
Partial/Interim Br Insp D-2 (Cycle 1)	1	\$1,806.83	\$1,806.83
Structural ratings B-2 & B-3 (Cycle 1)	1	\$3,190.63	\$3,190.63
Ratings A1, A2, B1, D1, D2 (Cycle 1)	8	\$2,132.98	\$17,063.84
Bridge Supplemental Inspection (Cycle 1)	5	\$696.62	\$3,483.10
Flood Activities Inspector (Cycle 1)	180	\$80.51	\$14,491.80
U/W Inspect Type-1 S1 (Type 1 Cycle 1)	6	\$2,550.57	\$15,303.42
Underwater Type 2-S1 (Cycle 1)	3	\$2,214.13	\$6,642.39
Routiene Inspect C-1 (Cycle 3)	1	\$3,494.58	\$3,494.58
Routiene Inspect D-2 (Cycle 3)	1	\$2,308.04	\$2,308.04
Partial/Interim Inspection C-1 (Cycle 3)	1	\$2,695.05	\$2,695.05
Partial/Interim Inspection D-2 (Cycle 3)	1	\$1,635.00	\$1,635.00
Str Ratings A1, A2, B1, D1, D2 (Cycle 2)	6	\$1,612.88	\$9,677.28
Closed Category A (Cycle 2)	1	\$1,045.72	\$1,045.72
Closed Category A (Cycle 3)	1	\$1,060.05	\$1,060.05
Closed Category B (Cycle 2)	1	\$1,234.77	\$1,234.77
Closed Category B (Cycle 3)	1	\$1,251.70	\$1,251.70
Closed Category D (Cycle 2)	1	\$1,045.72	\$1,045.72
Closed Category D (Cycle 3)	1	\$1,060.05	\$1,060.05
Critical Deficiency Meeting (Cycle 2)	4	\$1,045.72	\$4,182.88
Initial Inspect C-1 (Cycle3)	1	\$3,934.77	\$3,934.77
Routine Bridge Inspection A-3 (Cycle 3)	1	\$3,322.68	\$3,322.68
<b>Units Of Work Total:</b>			<b>\$758,141.66</b>

Non Unit Related Other Costs						
Other Cost Name	PDA	DBE Eligible	SBE Eligible	Units	Cost Per Unit	Total Cost
HARCON Access	Yes			6	\$5,000.00	\$30,000.00
Air Monitor	Yes			3	\$12,500.00	\$37,500.00
Mileage	No			10,300	\$0.56	\$5,768.00
Tolls	No			45	\$10.00	\$450.00
Postage	Yes			30	\$5.50	\$165.00
Reproduction	No			21,200	\$0.10	\$2,120.00
Color Xerox	Yes			6,500	\$0.60	\$3,900.00
Boat with scaffolding	Yes			5	\$4,000.00	\$20,000.00
Bucket Truck	Yes			5	\$2,500.00	\$12,500.00
<b>Non Unit Related Other Cost Total:</b>						<b>\$112,403.00</b>

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## TECHNICAL PROPOSAL DETAIL

<b>Agreement:</b> L00786	<b>Project Specific</b>	<b>Negotiation</b>
<b>Name:</b> 2024-27 County of Delaware NBIS Bridge Inspections		<b>Selection Process:</b> Modified
<b>Initiating Business Partner:</b> 003325 - County of Delaware		


















































<input type="checkbox"/> <b>Part: 1</b>	<b>Cost Per Unit of Work</b>	<b>Negotiation</b>
<b>Description:</b> Performance of NBIS Bridge Safety Inspections and preparation of reports on County- Owned bridges located in Delaware County. Work includes bridge structural ratings and inspection report clarification meetings on an as needed basis.	<b>PennDOT Project Manager:</b> Larkins, Shawn M.	
		<b>Phase:</b> Design Support Services

<b>McCormick Taylor, Inc. - 000053</b>	<b>Qualifications Package</b>
<b>Type:</b> Corporation	<b>DBE Type:</b> <b>SBE:</b>

<b>Technical Proposal</b>	<b>Submitted</b>
	<b>Technical Proposal Due:</b> 02/16/2024

<b>Completion/Duration</b>
<b>Completion Period (months):</b> 60

<b>Tasks</b>	
<b>Task.Detail Task</b>	<b>Approach</b>
<b>1 - Safety Inspection of State and Local Bridges</b>	
1.1 - Bridge Inspection Ratings and all other Inspection Related Activities	
1.2 - Initial Bridge Inspection A-1 Category	
1.3 - Initial Bridge Inspection A-2 Category	
1.4 - Initial Bridge Inspection C-1 Category	
1.5 - Routine Bridge Inspection A-1 Category	
1.6 - Routine Bridge Inspection A-2 Category	
1.7 - Routine Bridge Inspection A-3 Category	
1.8 - Routine Bridge Inspection B-1 Category	
1.9 - Routine Bridge Inspection C-1 Category	
1.10 - Routine Bridge Inspection B-3 Category	
1.11 - Routine Bridge Inspection D-1 Category	
1.12 - Routine Bridge Inspection D-2 Category	
1.13 - Partial/interim Bridge Inspection A-1 Category	
1.14 - Partial/interim Bridge Inspection A-2 Category	
1.15 - Partial/interim Bridge Inspection A-3 Category	
1.16 - Partial/interim Bridge Inspection B-1 Category	
1.17 - Partial/interim Bridge Inspection C-1 Category	
1.18 - Partial/interim Bridge Inspection B-3 Category	
1.19 - Partial/interim Bridge Inspection D-1 Category	
1.20 - Partial/interim Bridge Inspection D-2 Category	
1.21 - Bridge Inspection Structural ratings A1,A2,B1, D1,D2	
1.22 - Bridge Inspection Structural ratings A3,A4,B2, B3	

1.23 - Bridge Inspection Structural ratings C1	
1.24 - Bridge Supplemental Inspection	
1.25 - PM/Admin of Sub Consultant	
1.26 - Critical Deficiency Meetings	
1.27 - Bridge Inspection, ratings & all other Inspec related actv (Cycle 2)	
1.28 - Initial bridge Inspection A-1 Category (Cycle 2)	
1.29 - Initial bridge Inspection A-2 Category (Cycle 2)	
1.30 - Initial bridge Inspection C-1 Category (Cycle 2)	
1.31 - Routine Bridge Inspection A-1Category (Cycle 2)	
1.32 - Routine Bridge Inspection A-3 Category (Cycle 2)	
1.33 - Routine Bridge Inspection B-1 Category (Cycle 2)	
1.34 - Routine Bridge Inspection C-1 Category (Cycle 2)	
1.35 - Routine Bridge Inspection B-3 Category (Cycle 2)	
1.36 - Routine Bridge Inspection D-1 Category (Cycle 2)	
1.37 - Routine Bridge Inspection D-2 Category (Cycle 2)	
1.38 - Partial/Interim Bridge Inspection A-1 Category (Cycle 2)	
1.39 - Partial/Interim Bridge Inspection A-2 category (Cycle 2)	
1.40 - Partial/Interim Bridge Inspection A-3 Category (Cycle 2)	
1.41 - Partial/Interim Bridge Inspection B-1 Category (Cycle 2)	
1.42 - Partial/Interim Bridge Inspection C-1 Category (Cycle 2)	
1.43 - Partial/Interim Bridge Inspection B-3 Category (Cycle 2)	
1.44 - Partial/Interim Bridge Inspection D-1 Category (Cycle 2)	
1.45 - Partial/Interim Bridge Inspection D-2 Category (Cycle 2)	
1.46 - Bridge Inspection Structural ratings A1,A2,B1, D1,D2 (Cycle 2)	
1.47 - Bridge Inspection Structural ratings A3,A4, B2, B3 (Cycle 2)	
1.48 - Bridge Inspection Structural ratings C-1 (Cycle 2)	
1.49 - Bridge Supplemental Inspection (Cycle 2)	
1.50 - PM/Admin of Sub Consultant (Cycle 2)	
1.51 - Critical Deficiency Meetings (Cycle 2)	
1.52 - Local County Bridge Inspection Services (Prob. Inspection) Cycle 3	
1.53 - Initial Bridge Inspection A-1 Category (Cycle 3)	
1.54 - Initial Bridge Inspection A-2 Category (Cycle 3)	
1.55 - Initial Bridge Inspection C-1 Category (Cycle 3)	
1.56 - Routine Bridge Inspection A-1 Category (Cycle 3)	
1.57 - Routine Bridge Inspection A-2 Category (Cycle 3)	
1.58 - Routine Bridge Inspection A-3 Category (Cycle 3)	
1.59 - Routine Bridge Inspection B-1 Category (Cycle 3)	
1.60 - Routine Bridge Inspection B-3 Category (Cycle 3)	
1.61 - Routine Bridge Inspection C-1 Category (Cycle 3)	
1.62 - Routine Bridge Inspection D-1 Category (Cycle 3)	
1.63 - Routine Bridge Inspection D-2 Category (Cycle 3)	
1.64 - Partial/Interim Bridge Inspection A-1 Category (Cycle 3)	
1.65 - Partial/Interim Bridge Inspection A-2 Category (Cycle 3)	
1.66 - Partial/Interim Bridge Inspection A-3 Category (Cycle 3)	
1.67 - Partial/Interim Bridge Inspection B-1 Category (Cycle 3)	
1.68 - Partial/Interim Bridge Inspection B-3 Category (Cycle 3)	
1.69 - Partial/Interim Bridge Inspection C-1 Category (Cycle 3)	
1.70 - Partial/Interim Bridge Inspection D-1 Category (Cycle 3)	
1.71 - Partial/Interim Bridge Inspection D-2 Category (Cycle 3)	
1.72 - Structural Ratings A-1, A-2, B-1 (Cycle 3)	
1.73 - Structural Ratings A-3, A-4, B-2, B-3 (Cycle 3)	
1.74 - Structural Ratings C-1 (Cycle 3)	
1.75 - Closed Category A	
1.76 - Closed Category B	
1.77 - Closed Category D	
1.78 - Closed Category A (Cycle 2)	
1.79 - Closed Category B (Cycle 2)	

1.80 - Closed Category D (Cycle 2)	
1.81 - Closed Category A (Cycle 3)	
1.82 - Closed Category B (Cycle 3)	
1.83 - Closed Category D (Cycle 3)	
1.84 - Critical Deficiency Meetings (Cycle 3)	
1.85 - Bridge Supplemental Inspection (Cycle 3)	
1.86 - Team Leader Flood Inspection	
1.87 - Team Leader Flood Inspection (Cycle 2)	
1.88 - Team Leader Flood Inspection (Cycle 3)	
1.89 - Inspector Flood Inspection	
1.90 - Inspector Flood Inspection (Cycle 2)	
1.91 - Inspector Flood Inspection (Cycle 3)	
1.92 - PM Flood Inspection	
1.93 - PM Flood Inspection (Cycle 2)	
1.94 - PM Flood Inspection (Cycle 3)	
1.95 - Underwater Inspection Type-1-S1	
1.96 - Underwater Inspection Type-1-S1 (Cycle-2)	
1.97 - Underwater Inspection Type-1-S1 (Cycle-3)	
1.98 - Underwater Inspection Type-2-S-1	
1.99 - Underwater Inspection Type-2-S-1 (Cycle 2)	
1.100 - Underwater Inspection Type-2-S-1 (Cycle 3)	
1.101 - PM/admin of Sub Consultant (Cycle 3)	
1.102 - Routine Bridge Inspection A-2 category (Cycle 2)	
1.103 - Bridge Inspection Ratings and all other Inspection Related Activities (Cycle 3)	

Scope of Work Attachments		
Name	Created By	Created On
<i>No records found.</i>		

Technical Proposal Attachments		
Name	Created By	Created On
<a href="#">L00786 SEI Worker Protection and Investment Certification Form.pdf</a>	Jennifer S Payne/PennDOT BP-000053	01/31/2024 09:48:13 AM
<a href="#">L00786 Castle - BOP2201 EO 202106 Worker Protection Form.pdf</a>	Jennifer S Payne/PennDOT BP-000053	02/05/2024 09:51:09 AM
<a href="#">L00786 Worker Protection and Investment Certification - SIGNED.pdf</a>	Jennifer S Payne/PennDOT BP-000053	02/15/2024 02:40:45 PM

Hierarchy			
Selected Firm	SBE	DBE	Supervising Firm
McCormick Taylor, Inc.	No	No	
<b>Specialty Engineering, Inc</b>	Yes	Yes	<b>McCormick Taylor, Inc.</b>
<b>W.J. Castle, P.E. &amp; Associates, P.C.</b>	No	No	<b>McCormick Taylor, Inc.</b>

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Tue Mar 26 08:37:50 EDT 2024  
Official ECMS Date/Time



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Philip Welsh, OHCD

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of an amendment to contract DF-23-60A between the County of Delaware and the City of Chester. The amendment will remove demolition of structures located at 427-429 Rose Street, 2703-2705 Lehman Street and 2709 Lehman Street. Properties located at 1722 W. 3rd Street and 550-556 Edgmont Avenue will be included in the contract for demolition. The grant will not exceed the original allocated amount of \$282,500. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 01 27515

**ESTIMATED/ACTUAL COST OF REQUEST:** 0.0

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**

- [Delco Demo 2023 - Modification Letter.pdf](#)
- [DF-23-60A.Amend.pdf](#)



March 12, 2024

Philip Welsh  
 Director  
 Office of Housing and Community Development  
 2 W. Baltimore Avenue, Suite 202  
 Media, Pennsylvania 19063

**SUBJECT: Modification Request, Contract #DF-23-60A**

Mr. Welsh,

The purpose of this letter is to request a modification of the buildings identified in the Delaware County Demolition Contract #DF-23-60A. According to the contract all work and services were intended to demolish the following properties: 427-429 Rose Street, 2703-2705 Lehman Street, and 2709 Lehman Street. The City of Chester is requesting to modify the property demolition list to the following properties: 725-731 Caldwell Street, 2601 West 3<sup>rd</sup> Street, 1722 West 3<sup>rd</sup> Street, 550-556 Edgmont Avenue.

The justification for this modification is that in order to provide proper notice to property owners, two notifications of demolition were sent. As a result of the 2<sup>nd</sup> cycle of notifications, we were made aware of the following changes in property conditions:

1. 427-429 – Rose Street - The owner contacted the City and worked with L&I to demolish the property on their own.
2. 2703-2705 Lehman Street – The owners worked with L&I to rehabilitate the properties.
3. 2709 Lehman Street – The owners worked with L&I to rehabilitate the property.

During this time, additional properties were deemed unsafe and were added to the bid specifications as follows:

1. 1722 W. 3<sup>rd</sup> Street – The immediate roadway has been shut down due to the potential collapse hazard of the front façade. The roof has already collapsed into the building.
2. 550-556 Edgmont Avenue – We were notified by railroad representatives of the potential collapse into the railroad tracks and the property was condemned.

The estimated cost of the demolition was \$282,500. The total bid amount is set at \$171,750. All other provisions and certifications of our Grant Agreement shall remain as previously determined.

Sincerely,

Leonard Lightner  
 Chief of Staff

**DF – 23 – 60A**

**DEMOLITION FUND AGREEMENT**  
**between**  
**DELAWARE COUNTY COUNCIL**  
**And**  
**CITY OF CHESTER**

An **AGREEMENT**, entered into this 5<sup>th</sup> day of April, 2023 by and between the County of Delaware, Pennsylvania ("County"), and the City of Chester, 1 Fourth Street, Chester PA 19013 (Grantee).

**WHEREAS**, Delaware County established a Demolition Fund pursuant to an Act of November 4, 2016, P.L. 1170, No. 152 AMENDING P.L.310, No. 87 (4/8/1982) enacted by Delaware County Council on January 11, 2017; and

**WHEREAS**, the purpose of the Demolition Fund is to provide resources for demolition of blighted property in the County of Delaware; and

**WHEREAS**, the County has awarded funds to the Grantee for the following project ("Project") and desires to cooperate with the Grantee in carrying out the Project: and

**WHEREAS**, the Delaware County Office of Housing and Community Development may administer such grants on behalf of the County of Delaware.

NOW, THEREFORE, WITH THE FOREGOING RECITALS DEEMED INCORPORATED HEREIN, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

**GENERAL PROVISIONS**

1. The Grantee will carry out the Project as more fully described in Exhibit "A" and Exhibit "B" attached hereto.
2. The Office of Housing and Community Development is hereby designated and empowered to administer said grant and shall enter into such agreements as may be necessary to carry out this project in accordance with all applicable laws and regulations.
3. The Grantee will comply with all provisions of Exhibit "A" and Exhibit "B" attached hereto.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

For Grantee:

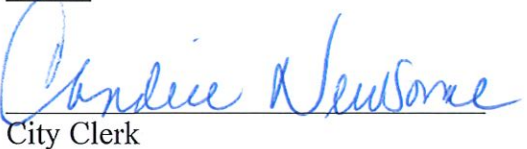
  
Chester City Receiver

For the County of Delaware:

  
County Council Chairman

  
Mayor

Attest:

  
City Clerk

Attest:

  
County Clerk



DF – 23 – 60A

EXHIBIT “A”

To

DEMOLITION FUND AGREEMENT

between

DELAWARE COUNTY COUNCIL

And

CITY OF CHESTER

Project Description:

Funds will provide for demolition of ten (10) vacant single family, blighted structures, located at 725, 727, 729 and 731 Caldwell Street; 427 and 429 Rose Street; 2703, 2705 and 2709 Lehman Street and 2601 W. 3<sup>rd</sup> Street, Chester, PA 19013. Activities include demolition, clearance and stabilization/restoration of attached dwellings including stucco finish on common walls. After demolition sites will be graded for positive drainage and topsoil and seed will be added for stabilization.

Schedule for Completion:

The Project shall be complete and all funds shall be invoiced by September 30, 2023.

Funds:

Up to \$282,500 has been allocated for this project as defined in the Project Description above. **Funds unused for this project shall revert to the County. The Grantee agrees that any monies necessary to complete the project in excess of the allocated funding amount shall be the sole responsibility of the Grantee.**

Procurement of professional services and/or purchase of materials shall adhere to local established policies.

**DF – 23 – 60A**

**EXHIBIT “A”**

**To**

**DEMOLITION FUND AGREEMENT**

**between**

**DELAWARE COUNTY COUNCIL**

**And**

**CITY OF CHESTER**

**AMENDED September 30, 2023**

Project Description:

Funds will provide for demolition of ten (10) vacant single family, blighted structures, located at 725, 727, 729 and 731 Caldwell Street; 427 and 429 Rose Street; 2703, 2705 and 2709 Lehman Street and 2601 W. 3<sup>rd</sup> Street, Chester, PA 19013. Activities include demolition, clearance and stabilization/restoration of attached dwellings including stucco finish on common walls. After demolition sites will be graded for positive drainage and topsoil and seed will be added for stabilization.

Schedule for Completion (Amended 9/30/23):

The Project shall be complete and all funds shall be invoiced by June 28, 2024.

Funds:

Up to \$282,500 has been allocated for this project as defined in the Project Description above. **Funds unused for this project shall revert to the County. The Grantee agrees that any monies necessary to complete the project in excess of the allocated funding amount shall be the sole responsibility of the Grantee.**

Procurement of professional services and/or purchase of materials shall adhere to local established policies.

### Special Conditions

The Grantee is responsible for retaining, preparing and/or providing for submission to the County, all documents relating to the preparation, administration and implementation of the Project. Documents relating to the Project must be retained for a period of three (3) years from date of project closeout. The Grantee agrees to provide to the County, upon request, all information necessary to conduct appropriate review of project activities.

The Grantee as a specific condition of receiving the proposed Demolition Funds described herein will promptly place a municipal claim/lien against the real estate parcels commonly known as 725, 727, 729 and 731 Caldwell Street; 427 and 429 Rose Street; 2703, 2705 and 2709 Lehman Street and 2601 W. 3<sup>rd</sup> Street in the City of Chester and against the owner or reputed owner of said property. Said liens must be placed upon completion of activity described herein in Exhibit "A" in favor of and on behalf of the County of Delaware in accordance with the laws of the Commonwealth of Pennsylvania, 53 P.S. 7101, et. Seq. and any applicable local codes.

**DF – 23 – 60A**

**EXHIBIT “B”**

**To**

**DEMOLITION FUND AGREEMENT**

**between**

**DELAWARE COUNTY COUNCIL**

**And**

**CITY OF CHESTER**

The following general provisions are hereby incorporated into the Grant Agreement (“Agreement”) between the County of Delaware (“County”) and the City of Chester (“Grantee”). 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.**

Grantee shall comply with all Federal, State and local laws, rules, and regulations applicable to Exhibit “A”.

**B-2. Assignment.**

Neither the Agreement nor any of Grantee’s rights hereunder shall be assigned or subcontracted by Grantee 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 Grantee.

**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 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 Grantee in connection with the Agreement shall be treated as confidential information unless it is or later becomes publicly available through no fault of Grantee, or it was or later is rightfully developed or obtained by Grantee from independent sources free from any duty of confidentiality.
- (B) County's confidential information shall be held in strict confidence by Grantee and shall not be used or disclosed by Grantee 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.

B-7. Grantee Repayments.

Grantee 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 Grantee.

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 Grantee.

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. 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.

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 (4) 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 Council  
Government Center Building  
201 West Front Street  
Media, PA 19063

With a copy to:

Delaware County Office of Housing and Community Development  
600 N. Jackson Street, Suite 101  
Media, PA 19063

(C) Notices sent to Grantee 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.



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Allison Ruger, Public Works

**ITEM TYPE:** Advertisement

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to advertise for construction to the Human Resources Suite Reno at the Delaware County Government Center. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 01-0428-623000

**ESTIMATED/ACTUAL COST OF REQUEST:** \$200.00

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[TIMELINE HR Bidding.pdf](#)



## Human Resources Office Suite Improvements

**DEPT NAME: PUBLIC WORKS**  
**CONTRACT #:eDPW-052924**

**ANTICIPATED BID/RFP DATE:**  
**APRIL 4, 2024**

<b>BID TIMELINE</b>
---------------------

DESCRIPTION	WEEKDAY	DATE	TIME
DETAILED SCOPE OF WORK REVIEW	THURSDAY		3:00 PM
SOLICITOR'S REVIEW & APPROVAL			3:30 PM
DIRECTOR OF CENTRAL PURCHASING REVIEW	FRIDAY		2:30 PM
COUNCIL COMMITTEE REVIEW			4:00 PM
GRANICUS DEADLINE	TUESDAY	March 26, 2024	10:00 AM
AGENDA MEETING	TUESDAY	April, 2, 2024	1:00 PM
COUNCIL MEETING	WEDNESDAY	April 3, 2024	6:00 PM
POSTED ON PENNBID	THURSDAY	April 4, 2024	
ADVERTISEMENT REQUEST TO NEWSPAPER(S)			
ADVERTISEMENT PUBLICATION IN NEWSPAPER(S)	TUESDAY	April 9, 2024	
PRE-BID MEETING	WEDNESDAY	April 24, 2024	11:00 AM
FINAL DAY FOR BIDDER'S QUESTIONS	WEDNESDAY	May 1, 2024	2:00 PM
ADDENDUM REQUEST TO NEWSPAPER(S)			3:00 PM
FINAL DAY FOR ADDENDUM ANSWERS	WEDNESDAY	May 15, 2024	2:00 PM
ADDENDUM PUBLICATION IN NEWSPAPER(S)			
WEBSITE & PENNBID			
BID OPENING/RFP SUBMISSION DEADLINE	WEDNESDAY	May 29, 2024	11:00 AM
PURCHASE EVALUATION/RECOMMENDATION	FRIDAY	May 31, 2024	1:30 PM
BID REVIEW BY PW & CP	FRIDAY	June 7, 2024	1:00 PM
DESCOPE MEETING W/LOWEST BIDDER	WEDNESDAY	June 12, 2024	TBD
DEPARTMENT AWARDEE RECOMMENDATION	THURSDAY	June 13, 2024	2:30 PM
COUNCIL COMMITTEE REVIEW	FRIDAY	June 14, 2024	4:00 PM
GRANICUS DEADLINE	TUESDAY	June 25, 2024	10:00 AM
CONTRACT TO BE PREPARED & SENT TO AWARDEE	THURSDAY	June 27, 2024	
AGENDA MEETING	TUESDAY	July 2,2024	1:00 PM
COUNCIL MEETING	WEDNESDAY	July 3, 2024	6:00 PM
CLERK'S APPROVAL NOTICE/RESOLUTION	FRIDAY	July 5, 2024	
FULLY EXECUTED CONTRACT (ANTICIPATED)	MONDAY	June 15, 2024	
ANTICIPATED COMMENCEMENT OF WORK			
ANTICIPATED TIME FOR COMPLETION	FRIDAY	October 11, 2024	



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Allison Ruger, Public Works

**ITEM TYPE:** Purchase

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to purchase office furniture for the Human Resources Suite from Kershner Office Furniture using PA State Contract #4400025661 and #4400025848 in an amount not to exceed \$154,639.15. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 4666-9505-704001

**ESTIMATED/ACTUAL COST OF REQUEST:** \$154,639.15

**FUNDING SOURCE:** Capital

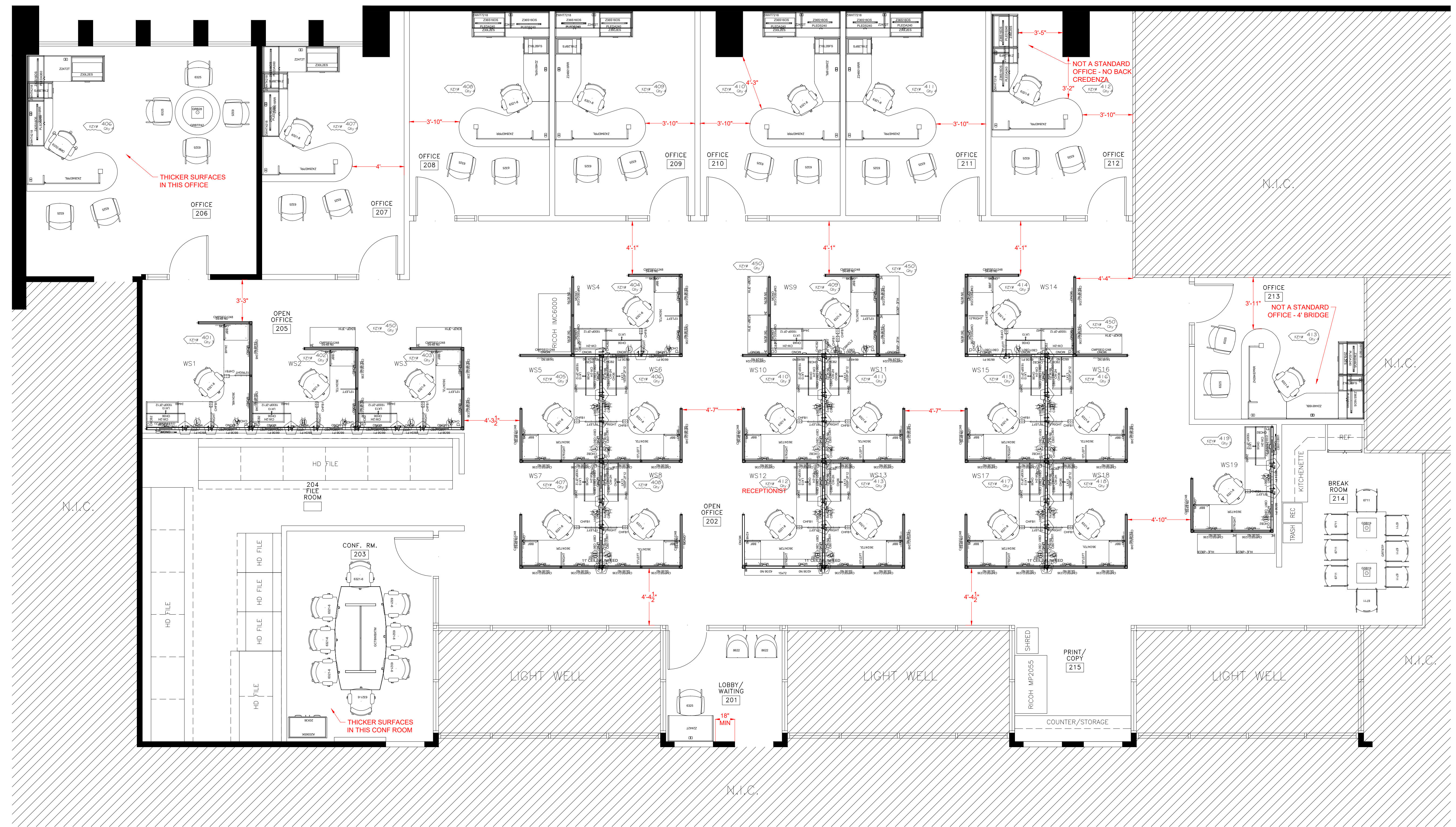
**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[32863-R5 Delaware County HR Suite-Drawing Set.pdf](#)  
[Kershner HR Suite Furniture Proposal.pdf](#)



# KERSHNER Office Furniture

Innovating Office Environments for Success

600 Clark Ave King of Prussia, PA 19406  
 p. 610-768-0200 f. 610-768-0700  
 www.Kershneroffice.com

DRAWING APPROVAL \_\_\_\_\_

## DELAWARE COUNTY

HR DEPARTMENT  
 201 W FRONT STREET  
 MEDIA, PA 19063

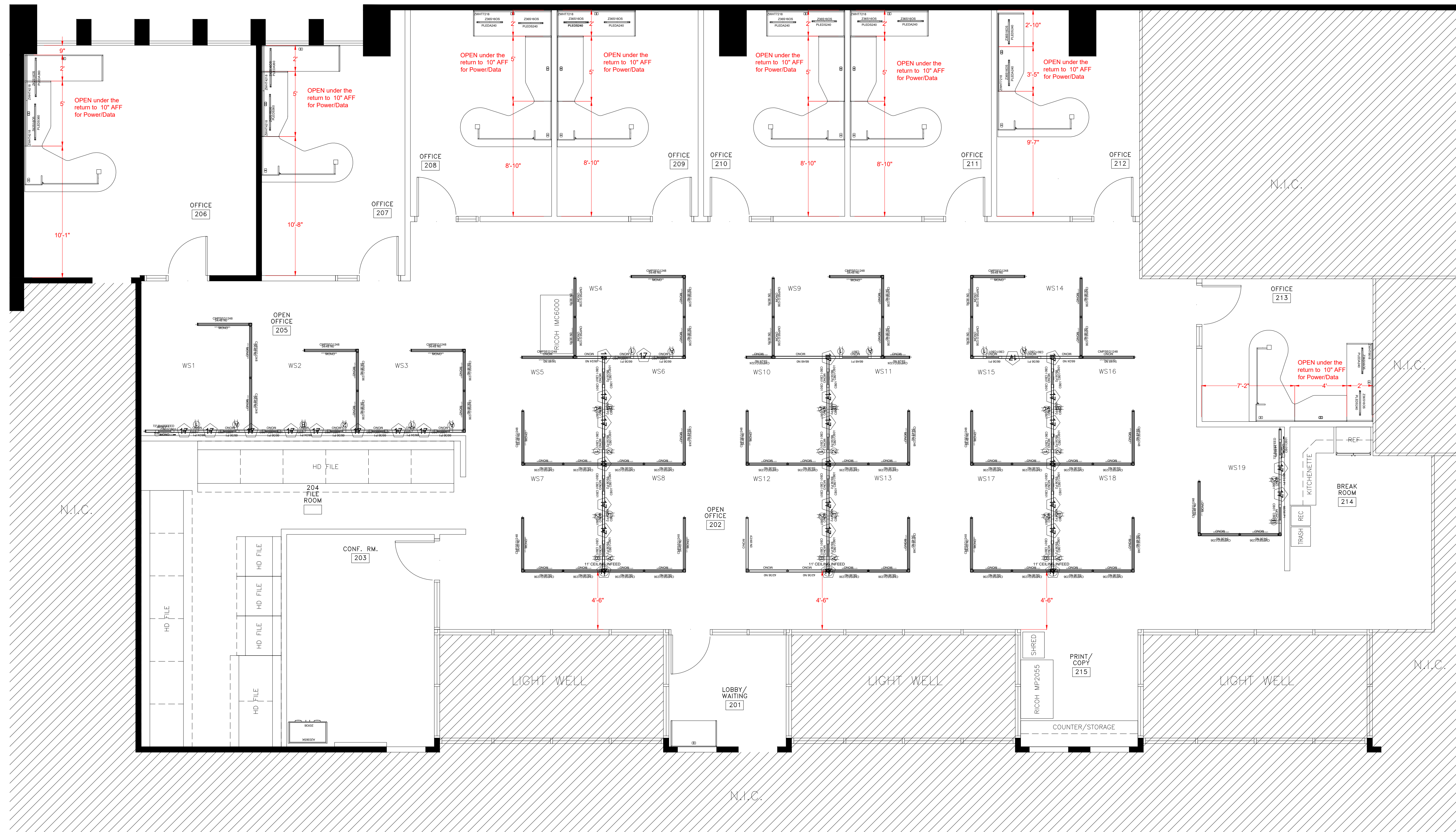
SCALE: 1/4" = 1'-0" PROJECT NO.: 32863 DRAWN BY: MAJ SALESPERSON: JJ  
 DWG. NAME: 32863-R5 Delaware County HR Suite.dwg  
 DIRECTORY: Y:\DRAWINGS\Delaware County\32863 Delaware County HR Suite\KOF

## OVERALL FURNITURE PLAN

24" x 36" LANDSCAPE

F.2

DATE: 10.4.23	REV. 1: 10.10.23	REV. 2: 10.26.23
REV. 3: 10.30.23	REV. 4: 10.31.23	REV. 5: 1.17.24
REV. 6: ---	REV. 7: ---	REV. 8: ---
REV. 9: ---	REV. 10: ---	REV. 11: ---



# KERSHNER Office Furniture

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600 Clark Ave King of Prussia, PA 19406  
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 www.Kershneroffice.com

DRAWING APPROVAL \_\_\_\_\_

## DELAWARE COUNTY

HR DEPARTMENT  
 201 W FRONT STREET  
 MEDIA, PA 19063

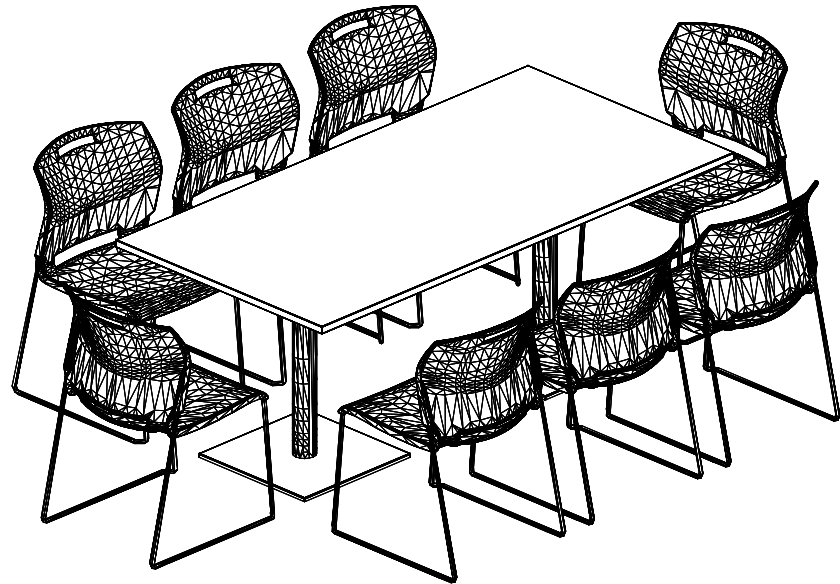
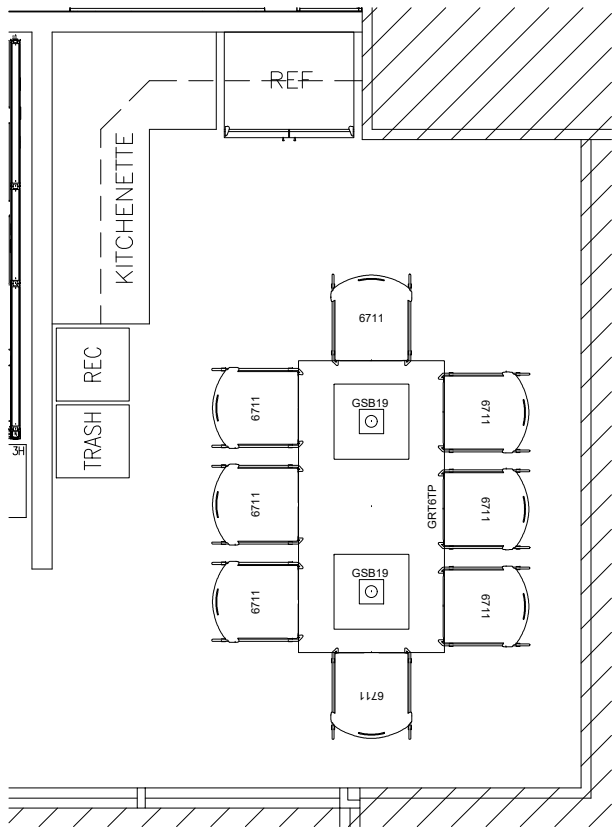
SCALE: 1/4" = 1'-0" PROJECT NO.: 32863 DRAWN BY: MAJ SALESPERSON: JJ  
 DWG. NAME: 32863-R5 Delaware County HR Suite.dwg  
 DIRECTORY: Y:\DRAWINGS\Delaware County\32863 Delaware County HR Suite\KOF

## OVERALL PANEL & ELEC PLAN

24" x 36" LANDSCAPE

**F.2**

DATE: 10.4.23	REV. 1: 10.10.23	REV. 2: 10.26.23
REV. 3: 10.30.23	REV. 4: 10.31.23	REV. 5: 1.17.24
REV. 6: ---	REV. 7: ---	REV. 8: ---
REV. 9: ---	REV. 10: ---	REV. 11: ---



SWAP RECTANGULAR TABLE  
36"D X 72"W X 29"H

POPCORN CHAIRS

**KERSHNER**OfficeFurniture

Innovating Office Environments for Success  
600 Clark Ave King of Prussia, PA 19406  
p. 610-768-0200 f. 610-768-0700  
www.Kershneroffice.com

**DELAWARE COUNTY**

HR DEPARTMENT  
201 W FRONT STREET  
MEDIA, PA 19063

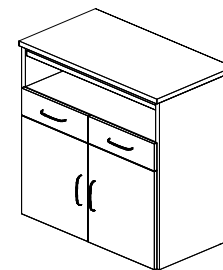
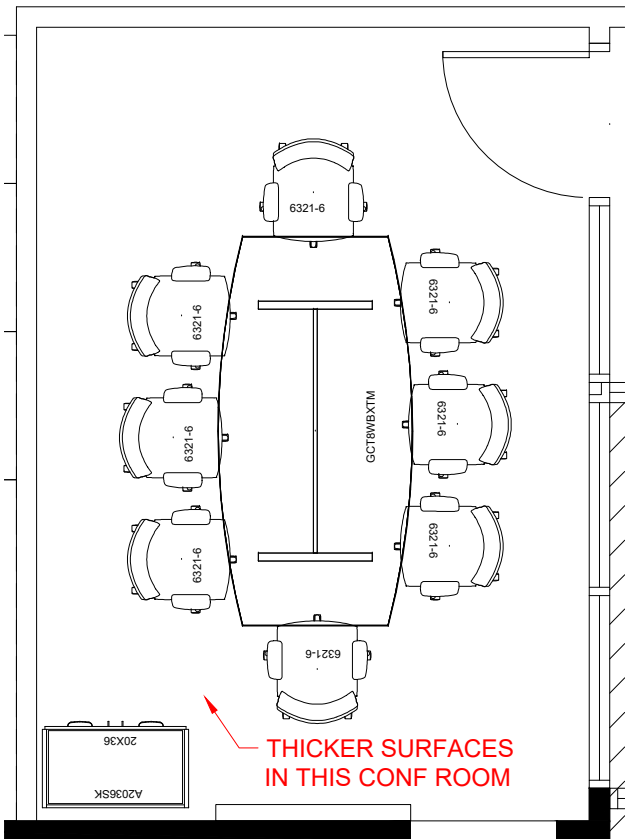
SCALE: 1/4" = 1'-0" PROJECT NO.: 32863 DRAWN BY: MAJ SALESPERSON: JJ  
DWG. NAME: 32863-R5 Delaware County HR Suite.dwg  
DIRECTORY: Y:\DRAWINGS\Delaware County\32863 Delaware County HR Suite\KOF

**BREAK ROOM FURNITURE PLAN**

8-1/2" x 11" LANDSCAPE  
F.2

DATE: 10.4.23	REV. 1: 10.10.23	REV. 2: 10.26.23
REV. 3: 10.30.23	REV. 4: 10.31.23	REV. 5: 1.17.24
REV. 6: ---	REV. 7: ---	REV. 8: ---
REV. 9: ---	REV. 10: ---	REV. 11: ---

DRAWING APPROVAL \_\_\_\_\_



SERVING CART  
20"D X 36"W X 36.5"H



BOARDROOM BOAT SHAPED TABLE  
48"D X 96"W X 29"H

VION HIGH BACK  
CONFERENCE CHAIRS

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**DELAWARE COUNTY**

HR DEPARTMENT  
201 W FRONT STREET  
MEDIA, PA 19063

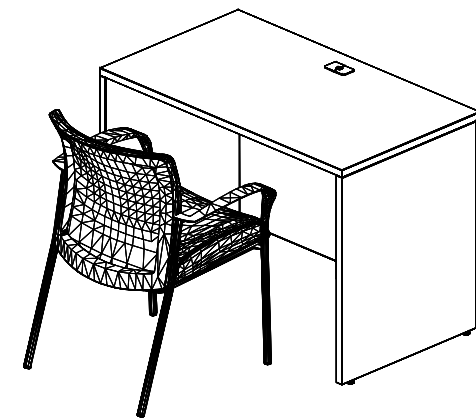
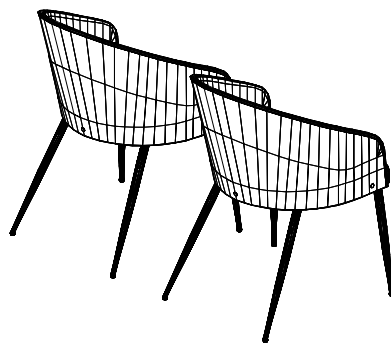
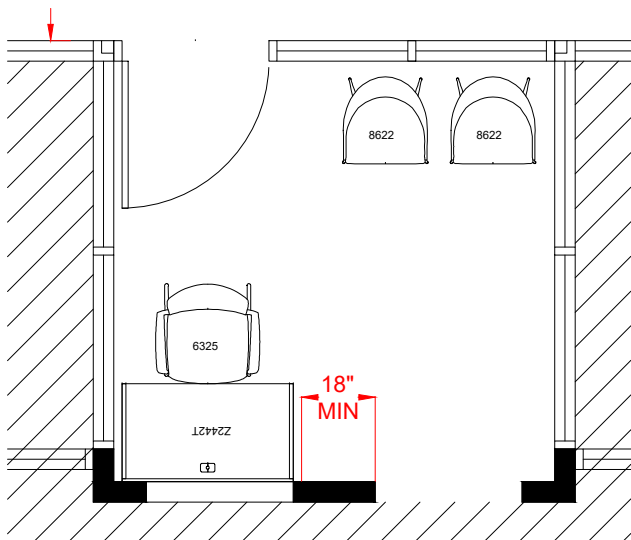
SCALE: 1/4" = 1'-0" PROJECT NO.: 32863 DRAWN BY: MAJ SALESPERSON: JJ  
DWG. NAME: 32863-R5 Delaware County HR Suite.dwg  
DIRECTORY: Y:\DRAWINGS\Delaware County\32863 Delaware County HR Suite\KOF

**CONF ROOM FURNITURE PLAN**  
8-1/2" x 11" LANDSCAPE

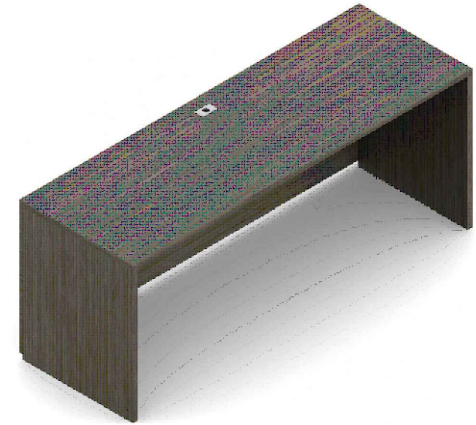
F.2

DATE: 10.4.23	REV. 1: 10.10.23	REV. 2: 10.26.23
REV. 3: 10.30.23	REV. 4: 10.31.23	REV. 5: 1.17.24
REV. 6: ---	REV. 7: ---	REV. 8: ---
REV. 9: ---	REV. 10: ---	REV. 11: ---

DRAWING APPROVAL \_\_\_\_\_



MARCHE GUEST CHAIRS



DESK 42"W X 24"D X 29"H



VION GUEST CHAIR

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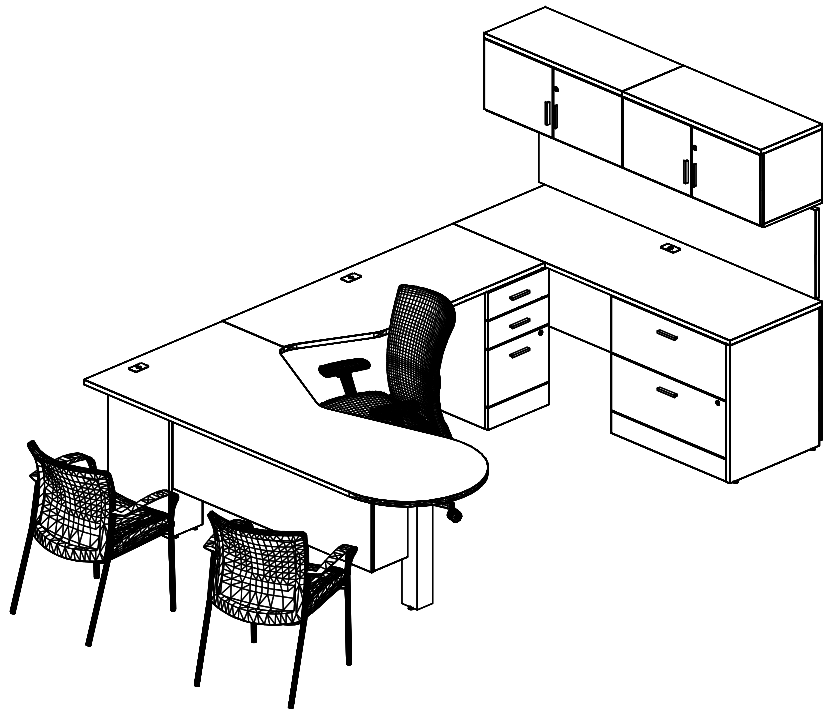
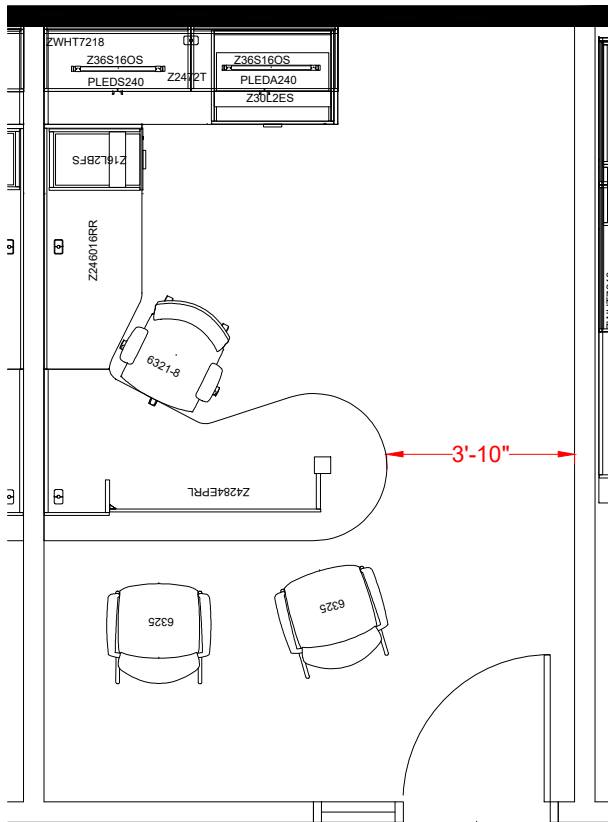
SCALE: 1/4" = 1'-0" PROJECT NO.: 32863 DRAWN BY: MAJ SALESPERSON: JJ  
 DWG. NAME: 32863-R5 Delaware County HR Suite.dwg  
 DIRECTORY: Y:\DRAWINGS\Delaware County\32863 Delaware County HR Suite\KOF

**LOBBY/WAITING FURNITURE PLAN**

8-1/2" x 11" LANDSCAPE  
**F.2**

DATE: 10.4.23	REV. 1: 10.10.23	REV. 2: 10.26.23
REV. 3: 10.30.23	REV. 4: 10.31.23	REV. 5: 1.17.24
REV. 6: ---	REV. 7: ---	REV. 8: ---
REV. 9: ---	REV. 10: ---	REV. 11: ---

DRAWING APPROVAL \_\_\_\_\_



VION HIGH BACK TASK CHAIR



VION GUEST CHAIRS

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SCALE: 1/4" = 1'-0" PROJECT NO.: 32863 DRAWN BY: MAJ SALESPERSON: JJ  
 DWG. NAME: 32863-R5 Delaware County HR Suite.dwg  
 DIRECTORY: Y:\DRAWINGS\Delaware County\32863 Delaware County HR Suite\KOF

**OFFICE TYPICAL FURNITURE PLAN**

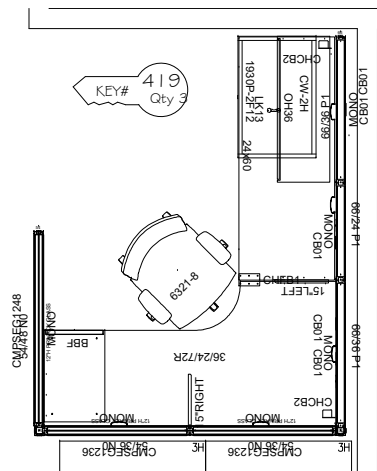
8-1/2" x 11" LANDSCAPE

F.2

DATE: 10.4.23	REV. 1: 10.10.23	REV. 2: 10.26.23
REV. 3: 10.30.23	REV. 4: 10.31.23	REV. 5: 1.17.24
REV. 6: ---	REV. 7: ---	REV. 8: ---
REV. 9: ---	REV. 10: ---	REV. 11: ---

DRAWING APPROVAL \_\_\_\_\_





VION HIGH BACK TASK CHAIR

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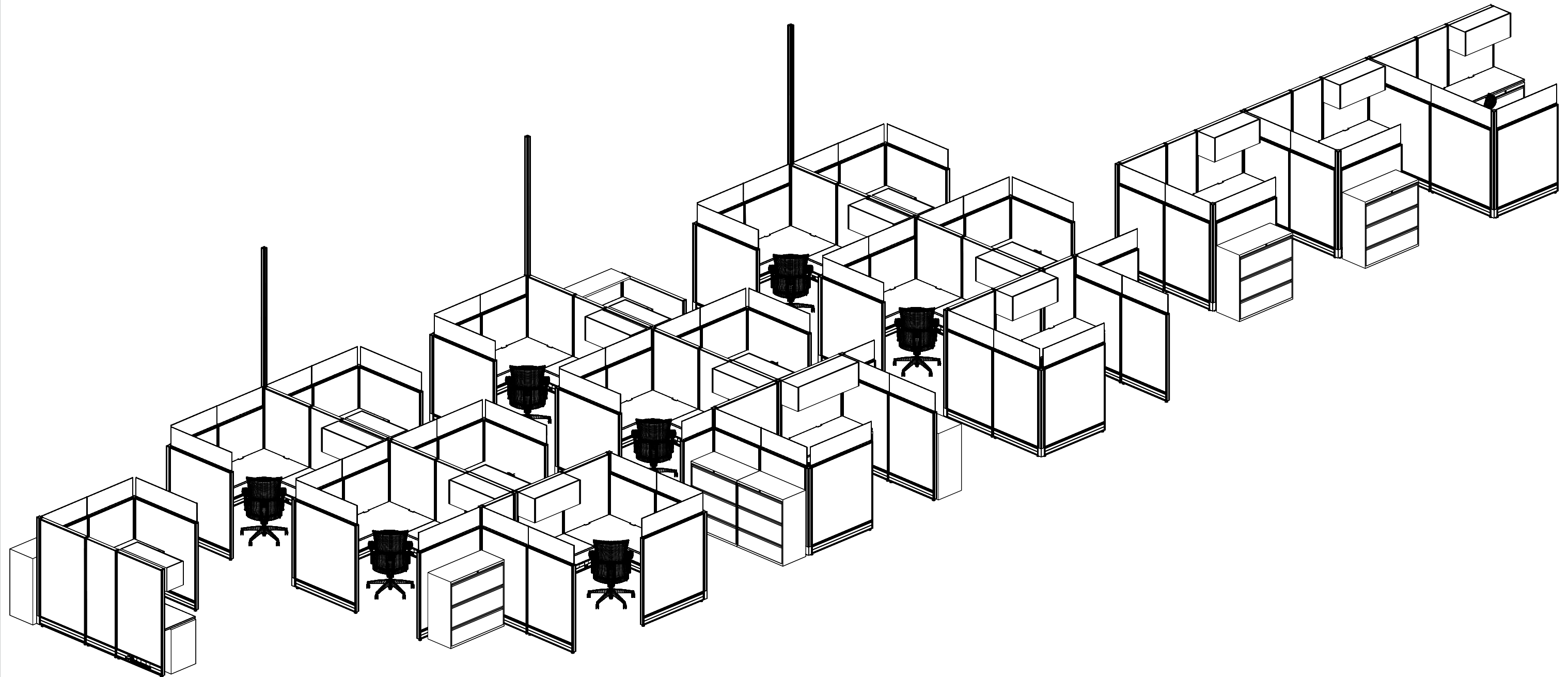
**DELAWARE COUNTY**  
 HR DEPARTMENT  
 201 W FRONT STREET  
 MEDIA, PA 19063

**WORKSTATION TYPICAL**  
 8-1/2" x 11" LANDSCAPE  
**F.2**

SCALE: 1/4" = 1'-0" PROJECT NO.: 32863 DRAWN BY: MAJ SALESPERSON: JJ  
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DATE: 10.4.23 REV. 1: 10.10.23 REV. 2: 10.26.23  
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 REV. 6: --- REV. 7: --- REV. 8: ---  
 REV. 9: --- REV. 10: --- REV. 11: ---

DRAWING APPROVAL \_\_\_\_\_



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DRAWING APPROVAL \_\_\_\_\_

## DELAWARE COUNTY

HR DEPARTMENT  
 201 W FRONT STREET  
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SCALE: Custom PROJECT NO.: 32863 DRAWN BY: MAJ SALESPERSON: JJ  
 DWG. NAME: 32863-R5 Delaware County HR Suite.dwg  
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### WORKSTATION 3D

11" x 17" LANDSCAPE

F.2

DATE: 10.4.23	REV. 1: 10.10.23	REV. 2: 10.26.23
REV. 3: 10.30.23	REV. 4: 10.31.23	REV. 5: 1.17.24
REV. 6: ---	REV. 7: ---	REV. 8: ---
REV. 9: ---	REV. 10: ---	REV. 11: ---

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**SOLD TO:**  
 Delaware County  
 201 W Front st.  
 MEDIA PA 19063

DATE: 01/31/24

CUSTOMER P.O.#:  
 BUYER NAME: Danielle Floyd  
 TERMS: NET 15

**SHIP TO:**  
 Delaware County  
 201 W Front st.  
 MEDIA PA 19063

PROJECT #: 70-423  
 SALESPERSON: Jessi Jacobs  
 PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			PA STATE CONTRACT FOR EVOLVE-RFP #4400025848		
			END USER PURCHASE ORDER TO BE MADE OUT TO: GLOBAL 17 WEST STOW ROAD PO BOX 562 MARLTON, NJ 08053 C/O: KERSHNER OFFICE FURNITURE		
			PRICING PER GLOBAL PA STATE CONTRACT #4400025661		
			201 WAITING RM		
1	1	Z2442T	24"d x 42"w x 29.5"h, Freestanding Tables w/2 Full End Panels, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML 3MP M-3/4 Modesty Panel (10" A.F.F) ~ Grommet/Electrical Not Required - Left Position ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (S ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 201 WAITING	380.50	380.50
2	1	6325	VION, Armchair, Wall Saver, Mesh Back, Std 4 Legged Base, Glides, Stacks 4 High on Floor, Stacks 8 High on Dolly, GLOBAL SEATING USA BB M-(STD) Black Back Frame BLK MS71 M-Stone, Vion Mesh Back MS71 CONTINUED...	335.50	335.50

# KERSHNER Office Furniture

PROPOSAL 32863

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PROJECT #: 70-423  
SALESPERSON: Jessi Jacobs  
PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific TTU F-Tungsten TTU GLD M-(STD) Black Glide SF M-Standard Seat Foam ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 201 WAITING		
3	2	8622	MARCHE, Side Chair, Closed Upholstered Wood Back, Std 4 legged Metal Frame, Does not Stack, GLOBAL SEATING USA ~WOOD Marche Wood Back Finish NMM 1-Noce Medio, Wood Back NMM ~02 Grade 02 ~ALLA Allante Free (Global) A25F 2-Eclipse TTU F-(STD) Tungsten TTU ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 201 WAITING	680.00	1,360.00
			SUBTOTAL FOR 201 WAITING RM		2,076.00
			202 OPEN OFFICE		
4	2	CMFM4236N0	42"h x 36"w, Monolithic Fabric Panel, Non-Powered, Raceway Cover No Punch (2) STD Standard Paint Colors FOG Fog 01 Grade 1 Textiles - Outside Position 1 AUR2 Aurora AU23 Pewter 01 Grade 1 Textiles - Inside Position 1 AUR2 Aurora AU23 Pewter STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE CONTINUED...	156.45	312.90

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PROJECT #: 70-423  
SALESPERSON: Jessi Jacobs  
PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
5	1	CMFM4248N0	42"h x 48"w, Monolithic Fabric Panel, Non-Powered, Raceway Cover No Punch (2) STD Standard Paint Colors FOG Fog 01 Grade 1 Textiles - Outside Position 1 AUR2 Aurora AU23 Pewter 01 Grade 1 Textiles - Inside Position 1 AUR2 Aurora AU23 Pewter STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	183.75	183.75
6	2	CMFM5424N0	54"h x 24"w, Monolithic Fabric Panel, Non-Powered, Race way Cover No Punch (2) STD Standard Paint Colors FOG Fog 01 Grade 1 Textiles - Outside Position 1 AUR2 Aurora AU23 Pewter 01 Grade 1 Textiles - Inside Position 1 AUR2 Aurora AU23 Pewter STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	133.35	266.70
7	36	CMFM5436N0	54"h x 36"w, Monolithic Fabric Panel, Non-Powered, Race way Cover No Punch (2) STD Standard Paint Colors FOG Fog 01 Grade 1 Textiles - Outside Position 1 AUR2 Aurora AU23 Pewter 01 Grade 1 Textiles - Inside Position 1 CONTINUED...	168.00	6,048.00

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**PROJECT #:** 70-423  
**SALESPERSON:** Jessi Jacobs  
**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			AUR2 Aurora AU23 Pewter STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE		
8	17	CMFM5448N0	54"h x 48"w, Monolithic Fabric Panel, Non-Powered, Race way Cover No Punch (2) STD Standard Paint Colors FOG Fog 01 Grade 1 Textiles - Outside Position 1 AUR2 Aurora AU23 Pewter 01 Grade 1 Textiles - Inside Position 1 AUR2 Aurora AU23 Pewter STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	196.35	3,337.95
9	2	CMFM6624N0	66"h x 24"w, Monolithic Fabric Panel, Non-Powered, Raceway Cover No Punch (2) STD Standard Paint Colors FOG Fog 01 Grade 1 Textiles - Outside Position 1 AUR2 Aurora AU23 Pewter 01 Grade 1 Textiles - Inside Position 1 AUR2 Aurora AU23 Pewter STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	149.10	298.20
10	1	CMFM6624P1	66"h x 24"w, Monolithic Fabric Panel, Power Harness, Raceway Cover No Punch, Raceway Cover with Punch STD Standard Paint Colors FOG Fog CONTINUED...	202.30	202.30

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PROJECT #: 70-423  
 SALESPERSON: Jessi Jacobs  
 PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			01 Grade 1 Textiles - Outside Position 1 AUR2 Aurora AU23 Pewter		
			01 Grade 1 Textiles - Inside Position 1 AUR2 Aurora AU23 Pewter		
			STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE		
11	6	CMFM6624P2	66"h x 24"w, Monolithic Fabric Panel, Power Harness, Raceway Cover With Punch (2)	202.30	1,213.80
			STD Standard Paint Colors FOG Fog		
			01 Grade 1 Textiles - Outside Position 1 AUR2 Aurora AU23 Pewter		
			01 Grade 1 Textiles - Inside Position 1 AUR2 Aurora AU23 Pewter		
			STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE		
12	6	CMFM6636P1	66"h x 36"w, Monolithic Fabric Panel, Power Harness, Raceway Cover No Punch, Raceway Cover with Punch	271.25	1,627.50
			STD Standard Paint Colors FOG Fog		
			01 Grade 1 Textiles - Outside Position 1 AUR2 Aurora AU23 Pewter		
			01 Grade 1 Textiles - Inside Position 1 AUR2 Aurora AU23 Pewter		
			STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE		

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PROJECT #: 70-423  
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 PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
13	12	CMFM6636P2	66"h x 36"w, Monolithic Fabric Panel, Power Harness, Raceway Cover With Punch (2) STD Standard Paint Colors FOG Fog 01 Grade 1 Textiles - Outside Position 1 AUR2 Aurora AU23 Pewter 01 Grade 1 Textiles - Inside Position 1 AUR2 Aurora AU23 Pewter STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	271.25	3,255.00
14	1	CMFM6648N0	66"h x 48"w, Monolithic Fabric Panel, Non-Powered, Raceway Cover No Punch (2) STD Standard Paint Colors FOG Fog 01 Grade 1 Textiles - Outside Position 1 AUR2 Aurora AU23 Pewter 01 Grade 1 Textiles - Inside Position 1 AUR2 Aurora AU23 Pewter STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	237.30	237.30
15	1	CMFM6648P1	66"h x 48"w, Monolithic Fabric Panel, Power Harness, Raceway Cover No Punch, Raceway Cover with Punch STD Standard Paint Colors FOG Fog 01 Grade 1 Textiles - Outside Position 1 AUR2 Aurora AU23 Pewter 01 Grade 1 Textiles - Inside Position 1 AUR2 Aurora AU23 Pewter	321.30	321.30

CONTINUED...



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DATE: 01/31/24  
 CUSTOMER P.O.#:  
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 TERMS: NET 15  
 PROJECT #: 70-423  
 SALESPERSON: Jessi Jacobs  
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SHIP TO:  
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#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE		
16	2	CMPSEG1224	12"h x 24"w, Integrated Privacy Panel, Glass, Top Rail Sits Over Compile Top Trim STD Standard Paint Finishes FOG Fog TGC Clear Glazed STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	92.40	184.80
17	36	CMPSEG1236	12"h x 36"w, Integrated Privacy Panel, Glass, Top Rail Sits Over Compile Top Trim STD Standard Paint Finishes FOG Fog TGC Clear Glazed STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	107.10	3,855.60
18	17	CMPSEG1248	12"h x 48"w, Integrated Privacy Panel, Glass, Top Rail Sits Over Compile Top Trim STD Standard Paint Finishes FOG Fog TGC Clear Glazed STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	118.65	2,017.05
19	86	CMRCB01	Cutout Cover for Raceway Cutout Opening FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	5.95	511.70
20	1	CHP42-2	42"h, 2-Way, Universal Corner Post (With All Clips), Post Trims, Post Base Cap CONTINUED...	40.25	40.25

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**PROJECT #:** 70-423  
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**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE		
21	15	CHP54-2	54"h, 2-Way, Universal Corner Post (With All Clips), Post Trims, Post Base Cap STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	49.70	745.50
22	3	CHP66-2	66"h, 2-Way, Universal Corner Post (With All Clips), Post Trims, Post Base Cap STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	58.45	175.35
23	10	CHP66-3	66"h, 3-Way, Universal Corner Post (With All Clips), Post Trims, Post Base Cap STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	52.85	528.50
24	3	CHP66-4	66"h, 4-Way, Universal Corner Post (With All Clips), No Post Trims, No Post Base Cap STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	44.10	132.30

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**PROJECT #:** 70-423  
**SALESPERSON:** Jessi Jacobs  
**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
25	22	CMET12	12"h, Trim Insert for Step Down STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	4.90	107.80
26	1	CMET24	24"h, Trim Insert for Step Down STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	8.40	8.40
27	1	CMET42	42"h, End of Run Trim Insert for Panel STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	7.35	7.35
28	22	CMET54	54"h, End of Run Trim Insert for Panel STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	8.75	192.50
29	1	CMET66	66"h, End of Run Trim Insert for Panel STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	9.45	9.45
30	25	CE8CP17	17" Mesh Jumper STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	42.00	1,050.00

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**PROJECT #:** 70-423  
**SALESPERSON:** Jessi Jacobs  
**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
31	3	CE8EC1	132" Long, Ceiling power entry STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	93.45	280.35
32	1	CE8FR1	72" Long, Reversible Floor Power Entry STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	121.45	121.45
33	9	CE8RD1	Utility Circuit #1, Duplex Receptacle STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	11.55	103.95
34	7	CE8RD2	Utility Circuit #2, Duplex Receptacle STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	11.55	80.85
35	9	CE8RDA	Dedicated Circuit A, Duplex Receptacle STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	11.55	103.95
36	7	CE8RDB	Dedicated Circuit B, Duplex Receptacle STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	11.55	80.85
37	3	CEPE82	82"h Compile Post Extension STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	84.35	253.05
38	8	CWCEL362472 P	72"w x 36"d1 x 24"d2, Left, Extended Curved Corner Worksurface with 3mm PVC Edge Trim 1" Thick, Std with 2 Scoops CONTINUED...	291.90	2,335.20

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**SOLD TO:**  
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**DATE:** 01/31/24

**CUSTOMER P.O.#:**  
**BUYER NAME:** Danielle Floyd  
**TERMS:** NET 15

**SHIP TO:**  
 Delaware County  
 201 W Front st.  
 MEDIA PA 19063

**PROJECT #:** 70-423  
**SALESPERSON:** Jessi Jacobs  
**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			LP Thermally Fused Laminates 1" Thickness DWT Designer White DWE Designer White DWT Designer White STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE		
39	8	CWCER362472 P	72"w x 36"d1 x 24"d2, Right, Extended Curved Corner Worksurface with 3mm PVC Edge Trim 1" Thick, Std with 2 Scoops LP Thermally Fused Laminates 1" Thickness DWT Designer White DWE Designer White DWT Designer White STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	291.90	2,335.20
40	13	CWS2460P	60"w x 24"d, Rectangular Worksurface with 3mm PVC Edge Trim 1" Thick, Std with 2 Scoops LP Thermally Fused Laminates 1" Thickness DWT Designer White DWE Designer White DWT Designer White STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	118.65	1,542.45
41	3	CWSP2462P	62"w x 24"d, Rectangular Worksurface to Span a Post with 3mm PVC Edge Trim 1" Thick, Std with 2 Scoops LP Thermally Fused Laminates 1" Thickness DWT Designer White DWE Designer White DWT Designer White STD Non-GSA (Commercial Furniture Offering) CONTINUED...	152.95	458.85

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#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			Tag 1: 202 OPEN OFFICE		
42	1	CWT1572	72"w x 15"d, Transaction Top with 3mm PVC Edge Trim, 1" Thick LP Thermally Fused Laminates 1" Thickness DWT Designer White DWE Designer White STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	86.45	86.45
43	16	CHC15L	15" Left Cantilever, Mounting Bracket Included STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	17.50	280.00
44	16	CHC15R	15" Right Cantilever, Mounting Bracket Included STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	17.50	280.00
45	18	CHCB2	Corner Bracket and Transaction Bracket, Left and Right, Sold as a Pair STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	7.70	138.60
46	17	CHFB1	Flat Bracket (Available in Black Only) STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	7.35	124.95

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 SALESPERSON: Jessi Jacobs  
 PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
47	2	CHTB2	Transaction Bracket, Sold as a Pair STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	7.70	15.40
48	2	CMHCL2	28"h x 1.5", Square Corner Leg w/ Leveler STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	44.45	88.90
49	6	9336P-3F1H	18"d x 36"w x 40.5"h, 3 Fixed Front Drawers, 9300P SERIES, UNIVERSAL FILING ~STD Metal File Case & Storage Front Paint Finishes (GI ~GLO Global Standard Colors FOG 1-Fog FOG W450 C-Keyed For Lock #W450 PC363 M-36"w - 3H Counterweight ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	755.50	4,533.00
50	1	9342P-3F1H	18"d x 42"w x 40.5"h, 3 Fixed Front Drawers, 9300P SERIES, UNIVERSAL FILING ~STD Metal File Case & Storage Front Paint Finishes (GI ~GLO Global Standard Colors FOG 1-Fog FOG W450 C-Keyed For Lock #W450 PC423 M-42"w - 3H Counterweight ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	825.50	825.50
51	16	CMSLK13	Lock for 13" Flipper Door KEYL Refer to Key List Submitted by Dealer STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE CONTINUED...	15.40	246.40

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**PROJECT #:** 70-423  
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**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
52	16	CS1923BBF	23" d, B/B/F Pedestal, Worksurface Supporting STD Standard Paint Colors FOG Fog KEYL Refer to Key List Submitted by Dealer STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	197.75	3,164.00
53	16	CS1930P-2F1 2	2 drawer, 30" wide, 1900 Series Lateral File, Includes Counterweight STD Standard Paint Colors FOG Fog KEYL Refer to Key List Submitted by Dealer STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	344.75	5,516.00
54	15	CSOF1336	14.5"h x 36"w, Overhead Flipper Door Storage STD Standard Paint Colors FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	151.20	2,268.00
55	1	CSOF1348	14.5"h x 48"w, Overhead Flipper Door Storage STD Standard Paint Colors FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE	169.05	169.05
56	16	6321-8	VION, Mesh Back, High Back, Weight Sensing Synchro-Tilter, Std Adj. Height & Width T-arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std CONTINUED...	519.00	8,304.00



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**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			MS71 M-Stone, Vion Mesh Back MS71 ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific BK F-Black Back Frame w/ Black Base TBL AS A-(STD) AS Arm (Black Finish) SZ M-(STD) Standard Seat Size LSP M-Lumbar Support Pad 5G M-(STD) 5" Low Rise Cylinder C1 C-(STD) Black, 2" Dual-Wheel Caster SF M-Standard Seat Foam OK M-(STD) RTA Code in Pricebook per Model ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 202 OPEN OFFICE		
			SUBTOTAL FOR 202 OPEN OFFICE		60,607.65
			203 CONFERENCE RM		
57	1	C8WX3BASE	28" SLAB-28 wide conference table third base, BOARDROOM TABLES ~CONF Laminate Base Finish NML 1-Noce Medio NML ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 203 CONF ROOM	166.50	166.50
58	1	GCT8WBXTM	48"d x 96"w x 29"h, Boat Shape, Slab Base, T-Mold Edge, BOARDROOM TABLES HP M-High Pressure Laminate (1-1/16" Thick) ~BTOP Boardroom Table Top Finish NML 1-Noce Medio NML ME F-Matching Edge ~BBASE Boardroom Table Base Finish NML 2-Noce Medio NML CUT M-Cut Table In Half (Spec. 3rd Base Separately N/A) ~ Grommet/Electrical Not Required - Left Position ~ Grommet/Electrical Not Required - Center Position CONTINUED...	1,316.50	1,316.50

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**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			~ Grommet/Electrical Not Required - Right Position		
			~ Grommet/Electrical Not Required - Custom Grommet L		
			~STD Non-GSA (Commercial Furniture Offering)		
			Tag 1: 203 CONF ROOM		
59	1	A2036SK	20"d x 36"w x 36"h, Serving Cart w/2 hinged doors/2 box drawers/1 slide-out tray+storage shelf, ADAPTABILITIES	1,237.00	1,237.00
			HP M-High Pressure Laminate (1-1/16" Thick)		
			~ATOP Adaptabilities Top Finish		
			NML 1-Noce Medio NML		
			~ABODY Adaptabilities Storage Body Finish		
			NML 2-Noce Medio NML		
			A3 F-1"Top, Standard Edge		
			~ (STD) Black BLK		
			~STD Non-GSA (Commercial Furniture Offering)		
			Tag 1: 203 CONF ROOM		
60	8	6321-6	VION, Mesh Back, High Back, Task, Std Adj. Height & Width T-arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std 2" Dual Wheel Carpet Cas	428.00	3,424.00
			MS71 M-Stone, Vion Mesh Back MS71		
			~01 Grade 01		
			~BMAN Bantam (Morbern)		
			BM25 1-Cosmic		
			BK F-Black Back Frame w/ Black Base TBL		
			C A-Fixed Height, "C" Arm (Black Finish)		
			SZ M-(STD) Standard Seat Size		
			NL M-(STD) w/o Lumbar Support Pad		
			C1 C-(STD) Black, 2" Dual-Wheel Caster		
			SF M-Standard Seat Foam		
			OK M-(STD) RTA Code in Pricebook per Model		
			~STD Non-GSA (Commercial Furniture Offering)		
			Tag 1: 203 CONF ROOM		
			CONTINUED...		

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PROJECT #: 70-423  
 SALESPERSON: Jessi Jacobs  
 PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			SUBTOTAL FOR 203 CONFERENCE ROOM		6,144.00
			205 OPEN OFFICE		
61	4	CMFM5436N0	54"h x 36"w, Monolithic Fabric Panel, Non-Powered, Race way Cover No Punch (2) STD Standard Paint Colors FOG Fog 01 Grade 1 Textiles - Outside Position 1 AUR2 Aurora AU23 Pewter 01 Grade 1 Textiles - Inside Position 1 AUR2 Aurora AU23 Pewter STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	168.00	672.00
62	5	CMFM5448N0	54"h x 48"w, Monolithic Fabric Panel, Non-Powered, Race way Cover No Punch (2) STD Standard Paint Colors FOG Fog 01 Grade 1 Textiles - Outside Position 1 AUR2 Aurora AU23 Pewter 01 Grade 1 Textiles - Inside Position 1 AUR2 Aurora AU23 Pewter STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	196.35	981.75
63	3	CMFM6624P1	66"h x 24"w, Monolithic Fabric Panel, Power Harness, Raceway Cover No Punch, Raceway Cover with Punch CONTINUED...	202.30	606.90

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PROJECT #: 70-423  
 SALESPERSON: Jessi Jacobs  
 PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			STD Standard Paint Colors FOG Fog 01 Grade 1 Textiles - Outside Position 1 AUR2 Aurora AU23 Pewter 01 Grade 1 Textiles - Inside Position 1 AUR2 Aurora AU23 Pewter STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE		
64	6	CMFM6636P1	66"h x 36"w, Monolithic Fabric Panel, Power Harness, Raceway Cover No Punch, Raceway Cover with Punch STD Standard Paint Colors FOG Fog 01 Grade 1 Textiles - Outside Position 1 AUR2 Aurora AU23 Pewter 01 Grade 1 Textiles - Inside Position 1 AUR2 Aurora AU23 Pewter STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	271.25	1,627.50
65	4	CMPSEG1236	12"h x 36"w, Integrated Privacy Panel, Glass, Top Rail Sits Over Compile Top Trim STD Standard Paint Finishes FOG Fog TGC Clear Glazed STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	107.10	428.40
66	5	CMPSEG1248	12"h x 48"w, Integrated Privacy Panel, Glass, Top Rail Sits Over Compile Top Trim STD Standard Paint Finishes CONTINUED...	118.65	593.25

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BUYER NAME: Danielle Floyd  
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Delaware County  
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MEDIA PA 19063

PROJECT #: 70-423  
SALESPERSON: Jessi Jacobs  
PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			FOG Fog TGC Clear Glazed STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE		
67	17	CMRCB01	Cutout Cover for Raceway Cutout Opening	5.95	101.15
			FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE		
68	3	CHP54-2	54"h, 2-Way, Universal Corner Post (With All Clips), Post Trims, Post Base Cap	49.70	149.10
			STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE		
69	1	CHP66-2	66"h, 2-Way, Universal Corner Post (With All Clips), Post Trims, Post Base Cap	58.45	58.45
			STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE		
70	2	CHP66-3	66"h, 3-Way, Universal Corner Post (With All Clips), Post Trims, Post Base Cap	52.85	105.70
			STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE		
71	3	CMET12	12"h, Trim Insert for Step Down	4.90	14.70
			STD Standard Paint Finishes FOG Fog		

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#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE		
72	3	CMET54	54"h, End of Run Trim Insert for Panel	8.75	26.25
			STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE		
73	1	CMET66	66"h, End of Run Trim Insert for Panel	9.45	9.45
			STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE		
74	8	CE8CP17	17" Mesh Jumper	42.00	336.00
			STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE		
75	1	CE8FR1	72" Long, Reversible Floor Power Entry	121.45	121.45
			STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE		
76	2	CE8RD1	Utility Circuit #1, Duplex Receptacle	11.55	23.10
			STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE		
77	1	CE8RD2	Utility Circuit #2, Duplex Receptacle	11.55	11.55
			STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE		
78	2	CE8RDA	Dedicated Circuit A, Duplex Receptacle	11.55	23.10
			STD Non-GSA (Commercial Furniture Offering) CONTINUED...		

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#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			Tag 1: 205 OPEN OFFICE		
79	1	CE8RDB	Dedicated Circuit B, Duplex Receptacle STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	11.55	11.55
80	1	CWCEL362448 P	48"w x 36"d1 x 24"d2, Left, Extended Curved Corner Worksurface with 3mm PVC Edge Trim 1" Thick, Std with 1 Scoop LP Thermally Fused Laminates 1" Thickness DWT Designer White DWE Designer White DWT Designer White STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	220.50	220.50
81	2	CWCEL362472 P	72"w x 36"d1 x 24"d2, Left, Extended Curved Corner Worksurface with 3mm PVC Edge Trim 1" Thick, Std with 2 Scoops LP Thermally Fused Laminates 1" Thickness DWT Designer White DWE Designer White DWT Designer White STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	291.90	583.80
82	1	CWS2448P	48"w x 24"d, Rectangular Worksurface with 3mm PVC Edge Trim 1" Thick, Std with 2 Scoops LP Thermally Fused Laminates 1" Thickness DWT Designer White DWE Designer White CONTINUED...	90.30	90.30

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#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			DWT Designer White STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE		
83	3	CWS2460P	60"w x 24"d, Rectangular Worksurface with 3mm PVC Edge Trim 1" Thick, Std with 2 Scoops LP Thermally Fused Laminates 1" Thickness DWT Designer White DWE Designer White DWT Designer White STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	118.65	355.95
84	2	CHC15L	15" Left Cantilever, Mounting Bracket Included STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	17.50	35.00
85	4	CHC15R	15" Right Cantilever, Mounting Bracket Included STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	17.50	70.00
86	3	CHCB2	Corner Bracket and Transaction Bracket, Left and Right, Sold as a Pair STD Standard Paint Finishes FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	7.70	23.10



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#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
87	4	CHFB1	Flat Bracket (Available in Black Only) STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	7.35	29.40
88	2	9342P-3F1H	18"d x 42"w x 40.5"h, 3 Fixed Front Drawers, 9300P SERIES, UNIVERSAL FILING ~STD Metal File Case & Storage Front Paint Finishes (GI ~GLO Global Standard Colors FOG 1-Fog FOG W450 C-Keyed For Lock #W450 PC423 M-42"w - 3H Counterweight ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	825.50	1,651.00
89	3	CMSLK13	Lock for 13" Flipper Door KEYL Refer to Key List Submitted by Dealer STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	15.40	46.20
90	3	CS1923BBF	23" d, B/B/F Pedestal, Worksurface Supporting STD Standard Paint Colors FOG Fog KEYL Refer to Key List Submitted by Dealer STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	197.75	593.25
91	3	CS1930P-2F1 2	2 drawer, 30" wide, 1900 Series Lateral File, Includes Counterweight STD Standard Paint Colors FOG Fog KEYL Refer to Key List Submitted by Dealer STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	344.75	1,034.25

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#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
92	3	CSOF1336	14.5"h x 36"w, Overhead Flipper Door Storage STD Standard Paint Colors FOG Fog STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	151.20	453.60
93	3	6321-8	VION, Mesh Back, High Back, Weight Sensing Synchro-Tilter, Std Adj. Height & Width T-arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std MS71 M-Stone, Vion Mesh Back MS71 ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific BK F-Black Back Frame w/ Black Base TBL AS A-(STD) AS Arm (Black Finish) SZ M-(STD) Standard Seat Size LSP M-Lumbar Support Pad 5G M-(STD) 5" Low Rise Cylinder C1 C-(STD) Black, 2" Dual-Wheel Caster SF M-Standard Seat Foam OK M-(STD) RTA Code in Pricebook per Model ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 205 OPEN OFFICE	519.00	1,557.00
SUBTOTAL FOR 205 OPEN OFFICE					12,644.70
206 OFFICE					
94	1	GRBTP42	42" Dia x 1"h, TFL, Flat Edge, Round, Top Only, 1 Base Required, Use w/ GRB28 or GSB23 Base, SWAP, TABLES HP M-High Pressure Laminate (1-16" Thick) ~SLAM SWAP Laminate Top Finish NML 1-Noce Medio NML FE F-2mm Flat Edge (Standard)	378.50	378.50

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 MEDIA PA 19063

**PROJECT #:** 70-423  
**SALESPERSON:** Jessi Jacobs  
**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			NML M-Noce Medio, Edge NML ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 206 OFFICE		
95	1	Z246016RR	24"d x 60"w x 29.5"h, Space Saver Return Right w/No Pedestal + 16" Throat, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML C3 F-1.5" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML 3MP M-3/4 Modesty Panel (10" A.F.F) ~ Grommet/Electrical Not Required - Left Position ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (S ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 206 OFFICE	459.50	459.50
96	1	Z2472T	24"d x 72"w x 29.5"h, Freestanding Tables w/2 Full End Panels, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML C3 F-1.5" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML ~ M-Full Modesty Panel (1" A.F.F) ~ Grommet/Electrical Not Required - Left Position ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (S ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 206 OFFICE	539.00	539.00

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**SOLD TO:**  
Delaware County  
201 W Front st.  
MEDIA PA 19063

**DATE:** 01/31/24

**CUSTOMER P.O.#:**  
**BUYER NAME:** Danielle Floyd  
**TERMS:** NET 15

**SHIP TO:**  
Delaware County  
201 W Front st.  
MEDIA PA 19063

**PROJECT #:** 70-423  
**SALESPERSON:** Jessi Jacobs  
**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
97	1	Z4284EPRL	42"d x 84"w x 29.5"h, Extended Corner "P" Islands w/Worksurface on Left, Recessed Modesty + Post, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML C3 F-1.5" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML ~ Laminate 3/4 Modesty (10" A.F.F.) - (STD) P4 M-4" Round, Black BLK ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" (STD) ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 206 OFFICE	838.50	838.50
98	1	GRB28	28" Dia x 28"h, Round Base, Seated Height, Plate Base w/ 3" Dia x 27.5"h Column, Fully Assembled, 1/2" Adj. Glides, Use w/ Either GxBTP42,48, GRxxWTP ~SBASE SWAP Base Finish TBL 1-Black TBL ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 206 OFFICE	749.00	749.00
99	1	Z16L2BFS	23.4"d x 16"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer, ZIRA ~ZBASE Zira Storage Base Finish NML 1-Noce Medio NML ~ File Drawer (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-406 C-Keyed for Lock #406 ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 206 OFFICE	467.50	467.50

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**PROJECT #:** 70-423  
**SALESPERSON:** Jessi Jacobs  
**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
100	1	Z30L2ES	23.4"d x 30"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA ~ZBASE Zira Storage Base Finish NML 1-Noce Medio NML ~ File Drawer (STD) ~ File Drawer (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-406 C-Keyed for Lock #406 ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 206 OFFICE	673.50	673.50
101	2	Z42S16OS	16"d x 42"w x 16"h, Overhead Storage, Closed Front w/Doors, ZIRA ~ZTOP Zira Top Finish NML 1-Noce Medio NML C3 F-1.5" Top, Standard Edge ~ZBASE Zira Storage Base Finish NML 2-Noce Medio NML ~ Laminate Doors (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-406 C-Keyed for Lock #406 ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 206 OFFICE	383.50	767.00
102	1	PLEDA360	36"w, LED Tasklight, Daisy Chain, Up to 10' Total in Length Per Power Supply, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 206 OFFICE	123.50	123.50
103	1	PLEDS360	36"w, Linear LED Tasklight, Magnet Mounted w/optional adhesive metal plates, Plug in Power Supply w/72" Cord, PRODUCTIVITY SOLUTIONS CONTINUED...	147.00	147.00

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PROJECT #: 70-423  
 SALESPERSON: Jessi Jacobs  
 PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			~STD Non-GSA (Commercial Furniture Offering) Tag 1: 206 OFFICE		
104	2	ZWHT4218	42"w x 18"h, Wall Mounted Tackboard for use under Z42S16OS/OSN, Finished HT 65.5"/66"H, Standard w/ Pre-Mounted "J" Bracket for Wall Mount Applicatio	221.00	442.00
			~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 206 OFFICE		
105	6	6325	VION, Armchair, Wall Saver, Mesh Back, Std 4 Legged Base, Glides, Stacks 4 High on Floor, Stacks 8 High on Dolly, GLOBAL SEATING USA	335.50	2,013.00
			BB M-(STD) Black Back Frame BLK MS71 M-Stone, Vion Mesh Back MS71 ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific TBL F-Black TBL GLD M-(STD) Black Glide SF M-Standard Seat Foam ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 206 OFFICE		
106	1	6331-8MO	VION MO, Matching Outer Back Upholstery, High Back, Weight Sensing Synchro-Tilter, Std Adj. Height & Width T-arms w/ Front to Back Sliding Armcap, St	780.00	780.00
			~05 Grade 05 ~PEEE Percept (Luum) CONTINUED...		

# KERSHNER Office Furniture

PROPOSAL 32863

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SHIP TO:  
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MEDIA PA 19063

PROJECT #: 70-423  
SALESPERSON: Jessi Jacobs  
PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			PP63 1-Harmonic		
			BK F-Black Back Frame w/ Black Base TBL		
			AS A-(STD) AS Arm (Black Finish)		
			SZ M-(STD) Standard Seat Size		
			LSP M-Lumbar Support Pad		
			C1 C-(STD) Black, 2" Dual-Wheel Caster		
			SF M-Standard Seat Foam		
			OK M-(STD) RTA Code in Pricebook per Model		
			~STD Non-GSA (Commercial Furniture Offering)		
			Tag 1: 206 OFFICE		
			SUBTOTAL FOR 206 OFFICE		8,378.00
			207 OFFICE		
107	1	Z246016RR	24"d x 60"w x 29.5"h, Space Saver Return Right w/No Pedestal + 16" Throat, ZIRA	380.50	380.50
			~ (STD) Thermally Fused Laminate, High Performance (		
			~ZTOP Zira Top Finish		
			NML 1-Noce Medio NML		
			A3 F-1" Top, Standard Edge		
			~ZCHASS Zira Chassis Finish		
			NML 2-Noce Medio NML		
			3MP M-3/4 Modesty Panel (10" A.F.F)		
			~ Grommet/Electrical Not Required - Left Position		
			~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (S		
			~ Grommet/Electrical Not Required - Right Position		
			~ Grommet/Electrical Not Required - Custom Grommet L		
			~STD Non-GSA (Commercial Furniture Offering)		
			Tag 1: 207 OFFICE		
108	1	Z2472T	24"d x 72"w x 29.5"h, Freestanding Tables w/2 Full End Panels, ZIRA	463.00	463.00
			~ (STD) Thermally Fused Laminate, High Performance (		
			~ZTOP Zira Top Finish		
			NML 1-Noce Medio NML		
			A3 F-1" Top, Standard Edge		
			CONTINUED...		

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TERMS: NET 15

SHIP TO:  
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MEDIA PA 19063

PROJECT #: 70-423  
SALESPERSON: Jessi Jacobs  
PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML ~ M-Full Modesty Panel (1" A.F.F) ~ Grommet/Electrical Not Required - Left Position ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (S ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 207 OFFICE		
109	1	Z4284EPRL	42"d x 84"w x 29.5"h, Extended Corner "P" Islands w/Worksurface on Left, Recessed Modesty + Post, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML ~ Laminate 3/4 Modesty (10" A.F.F.) - (STD) P4 M-4" Round, Black BLK ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" (STD ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 207 OFFICE	679.00	679.00
110	1	Z16L2BFS	23.4"d x 16"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer, ZIRA ~ZBASE Zira Storage Base Finish NML 1-Noce Medio NML ~ File Drawer (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-407 C-Keyed for Lock #407 ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 207 OFFICE	467.50	467.50



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**PROJECT #:** 70-423  
**SALESPERSON:** Jessi Jacobs  
**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
111	1	Z30L2ES	23.4"d x 30"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA ~ZBASE Zira Storage Base Finish NML 1-Noce Medio NML ~ File Drawer (STD) ~ File Drawer (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-407 C-Keyed for Lock #407 ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 207 OFFICE	673.50	673.50
112	2	Z42S16OS	16"d x 42"w x 16"h, Overhead Storage, Closed Front w/Doors, ZIRA ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZBASE Zira Storage Base Finish NML 2-Noce Medio NML ~ Laminate Doors (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-407 C-Keyed for Lock #407 ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 207 OFFICE	352.50	705.00
113	1	PLEDA360	36"w, LED Tasklight, Daisy Chain, Up to 10' Total in Length Per Power Supply, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 207 OFFICE	123.50	123.50
114	1	PLEDS360	36"w, Linear LED Tasklight, Magnet Mounted w/optional adhesive metal plates, Plug in Power Supply w/72" Cord, PRODUCTIVITY SOLUTIONS CONTINUED...	147.00	147.00

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PROJECT #: 70-423  
SALESPERSON: Jessi Jacobs  
PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			~STD Non-GSA (Commercial Furniture Offering) Tag 1: 207 OFFICE		
115	2	ZWHT4218	42"w x 18"h, Wall Mounted Tackboard for use under Z42S16OS/OSN, Finished HT 65.5"/66"H, Standard w/ Pre-Mounted "J" Bracket for Wall Mount Applicatio	221.00	442.00
			~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 207 OFFICE		
116	1	6321-8	VION, Mesh Back, High Back, Weight Sensing Synchro-Tilter, Std Adj. Height & Width T-arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std	519.00	519.00
			MS71 M-Stone, Vion Mesh Back MS71 ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific BK F-Black Back Frame w/ Black Base TBL AS A-(STD) AS Arm (Black Finish) SZ M-(STD) Standard Seat Size LSP M-Lumbar Support Pad 5G M-(STD) 5" Low Rise Cylinder C1 C-(STD) Black, 2" Dual-Wheel Caster SF M-Standard Seat Foam OK M-(STD) RTA Code in Pricebook per Model ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 207 OFFICE		
117	2	6325	VION, Armchair, Wall Saver, Mesh Back, Std 4 Legged Base, Glides, Stacks 4 High on	335.50	671.00

CONTINUED...

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TERMS: NET 15

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201 W Front st.  
MEDIA PA 19063

PROJECT #: 70-423  
SALESPERSON: Jessi Jacobs  
PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			Floor, Stacks 8 High on Dolly, GLOBAL SEATING USA		
		BB	M-(STD) Black Back Frame BLK		
		MS71	M-Stone, Vion Mesh Back MS71		
		~01	Grade 01		
		~WATL	Waterfall (Global)		
		WA53	1-Pacific		
		TBL	F-Black TBL		
		GLD	M-(STD) Black Glide		
		SF	M-Standard Seat Foam		
		~STD	Non-GSA (Commercial Furniture Offering)		
			Tag 1: 207 OFFICE		
			SUBTOTAL FOR 207 OFFICE		5,271.00
			208 OFFICE		
118	1	Z246016RL	24"d x 60"w x 29.5"h, Space Saver Return Left w/No Pedestal + 16" Throat, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML 3MP M-3/4 Modesty Panel (10" A.F.F) ~ Grommet/Electrical Not Required - Left Position ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (S ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering)	380.50	380.50
			Tag 1: 208 OFFICE		
119	1	Z2472T	24"d x 72"w x 29.5"h, Freestanding Tables w/2 Full End Panels, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish CONTINUED...	463.00	463.00

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PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML ~ M-Full Modesty Panel (1" A.F.F) ~ Grommet/Electrical Not Required - Left Position ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (S ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 208 OFFICE		
120	1	Z4284EPRR	42"d x 84"w x 29.5"h, Extended Corner "P" Islands w/Worksurface on Right, Recessed Modesty + Post, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML ~ Laminate 3/4 Modesty (10" A.F.F.) - (STD) P4 M-4" Round, Black BLK ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" (STD ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 208 OFFICE	679.00	679.00
121	1	Z16L2BFS	23.4"d x 16"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer, ZIRA ~ZBASE Zira Storage Base Finish NML 1-Noce Medio NML ~ File Drawer (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-408 C-Keyed for Lock #408 ~STD Non-GSA (Commercial Furniture Offering) CONTINUED...	467.50	467.50

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PROJECT #: 70-423  
 SALESPERSON: Jessi Jacobs  
 PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			Tag 1: 208 OFFICE		
122	1	Z30L2ES	23.4"d x 30"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA ~ZBASE Zira Storage Base Finish NML 1-Noce Medio NML ~ File Drawer (STD) ~ File Drawer (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-408 C-Keyed for Lock #408 ~STD Non-GSA (Commercial Furniture Offering)	673.50	673.50
			Tag 1: 208 OFFICE		
123	2	Z36S16OS	16"d x 36"w x 16"d, Overhead Storage, Closed Front w/Doors, ZIRA ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZBASE Zira Storage Base Finish NML 2-Noce Medio NML ~ Laminate Doors (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-408 C-Keyed for Lock #408 ~STD Non-GSA (Commercial Furniture Offering)	321.50	643.00
			Tag 1: 208 OFFICE		
124	1	PLEDA240	24"w, LED Tasklight, Daisy Chain, Up to 10' Total in Length Per Power Suppy, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering)	104.00	104.00
			Tag 1: 208 OFFICE		

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#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
125	1	PLEDS240	24"w, Linear LED Tasklight, Magnet Mounted w/optional adhesive metal plates, Plug in Power Supply w/72" Cord, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 208 OFFICE	127.50	127.50
126	1	ZWHT7218	72"w x 18"h, Wall Mounted Tackboard for use under ZxxS16OS/OSN, Finished HT 65.5"/66"H, Standard w/ Pre-Mounted "J" Bracket for Wall Mount Applicatio ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 208 OFFICE	346.00	346.00
127	1	6321-8	VION, Mesh Back, High Back, Weight Sensing Synchro-Tilter, Std Adj. Height & Width T-arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std MS71 M-Stone, Vion Mesh Back MS71 ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific BK F-Black Back Frame w/ Black Base TBL AS A-(STD) AS Arm (Black Finish) SZ M-(STD) Standard Seat Size LSP M-Lumbar Support Pad 5G M-(STD) 5" Low Rise Cylinder C1 C-(STD) Black, 2" Dual-Wheel Caster SF M-Standard Seat Foam OK M-(STD) RTA Code in Pricebook per Model ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 208 OFFICE CONTINUED...	519.00	519.00

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 PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
128	2	6325	VION, Armchair, Wall Saver, Mesh Back, Std 4 Legged Base, Glides, Stacks 4 High on Floor, Stacks 8 High on Dolly, GLOBAL SEATING USA BB M-(STD) Black Back Frame BLK MS71 M-Stone, Vion Mesh Back MS71 ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific TBL F-Black TBL GLD M-(STD) Black Glide SF M-Standard Seat Foam ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 208 OFFICE	335.50	671.00
			SUBTOTAL FOR 208 OFFICE		5,074.00
			209 OFFICE		
129	1	Z246016RR	24"d x 60"w x 29.5"h, Space Saver Return Right w/No Pedestal + 16" Throat, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML 3MP M-3/4 Modesty Panel (10" A.F.F) ~ Grommet/Electrical Not Required - Left Position ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (S ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 209 OFFICE	380.50	380.50

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**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
130	1	Z2472T	24"d x 72"w x 29.5"h, Freestanding Tables w/2 Full End Panels, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML ~ M-Full Modesty Panel (1" A.F.F) ~ Grommet/Electrical Not Required - Left Position ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (S ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 209 OFFICE	463.00	463.00
131	1	Z4284EPRL	42"d x 84"w x 29.5"h, Extended Corner "P" Islands w/Worksurface on Left, Recessed Modesty + Post, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML ~ Laminate 3/4 Modesty (10" A.F.F.) - (STD) P4 M-4" Round, Black BLK ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" (STD ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 209 OFFICE	679.00	679.00
132	1	Z16L2BFS	23.4"d x 16"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer, ZIRA ~ZBASE Zira Storage Base Finish NML 1-Noce Medio NML ~ File Drawer (STD) CONTINUED...	467.50	467.50



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**SOLD TO:**  
 Delaware County  
 201 W Front st.  
 MEDIA PA 19063

DATE: 01/31/24

CUSTOMER P.O.#:  
 BUYER NAME: Danielle Floyd  
 TERMS: NET 15

**SHIP TO:**  
 Delaware County  
 201 W Front st.  
 MEDIA PA 19063

PROJECT #: 70-423  
 SALESPERSON: Jessi Jacobs  
 PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-409 C-Keyed for Lock #409 ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 209 OFFICE		
133	1	Z30L2ES	23.4"d x 30"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA	673.50	673.50
			~ZBASE Zira Storage Base Finish NML 1-Noce Medio NML ~ File Drawer (STD) ~ File Drawer (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-409 C-Keyed for Lock #409 ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 209 OFFICE		
134	2	Z36S16OS	16"d x 36"w x 16"d, Overhead Storage, Closed Front w/Doors, ZIRA	321.50	643.00
			~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZBASE Zira Storage Base Finish NML 2-Noce Medio NML ~ Laminate Doors (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-409 C-Keyed for Lock #409 ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 209 OFFICE		
135	1	PLEDA240	24"w, LED Tasklight, Daisy Chain, Up to 10' Total in Length Per Power Suppy, PRODUCTIVITY SOLUTIONS	104.00	104.00
			~STD Non-GSA (Commercial Furniture Offering) CONTINUED...		

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**SHIP TO:**  
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 201 W Front st.  
 MEDIA PA 19063

PROJECT #: 70-423  
 SALESPERSON: Jessi Jacobs  
 PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			Tag 1: 209 OFFICE		
136	1	PLEDS240	24"w, Linear LED Tasklight, Magnet Mounted w/optional adhesive metal plates, Plug in Power Supply w/72" Cord, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 209 OFFICE	127.50	127.50
137	1	ZWHT7218	72"w x 18"h, Wall Mounted Tackboard for use under ZxxS16OS/OSN, Finished HT 65.5"/66"H, Standard w/ Pre-Mounted "J" Bracket for Wall Mount Applicatio ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 209 OFFICE	346.00	346.00
138	1	6321-8	VION, Mesh Back, High Back, Weight Sensing Synchro-Tilter, Std Adj. Height & Width T-arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std MS71 M-Stone, Vion Mesh Back MS71 ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific BK F-Black Back Frame w/ Black Base TBL AS A-(STD) AS Arm (Black Finish) SZ M-(STD) Standard Seat Size LSP M-Lumbar Support Pad 5G M-(STD) 5" Low Rise Cylinder C1 C-(STD) Black, 2" Dual-Wheel Caster CONTINUED...	519.00	519.00

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BUYER NAME: Danielle Floyd  
TERMS: NET 15

SHIP TO:  
Delaware County  
201 W Front st.  
MEDIA PA 19063

PROJECT #: 70-423  
SALESPERSON: Jessi Jacobs  
PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			SF M-Standard Seat Foam OK M-(STD) RTA Code in Pricebook per Model ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 209 OFFICE		
139	2	6325	VION, Armchair, Wall Saver, Mesh Back, Std 4 Legged Base, Glides, Stacks 4 High on Floor, Stacks 8 High on Dolly, GLOBAL SEATING USA BB M-(STD) Black Back Frame BLK MS71 M-Stone, Vion Mesh Back MS71 ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific TBL F-Black TBL GLD M-(STD) Black Glide SF M-Standard Seat Foam ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 209 OFFICE	335.50	671.00
			SUBTOTAL FOR 209 OFFICE		5,074.00
			210 OFFICE		
140	1	Z246016RL	24"d x 60"w x 29.5"h, Space Saver Return Left w/No Pedestal + 16" Throat, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML 3MP M-3/4 Modesty Panel (10" A.F.F) ~ Grommet/Electrical Not Required - Left Position ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (S ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L CONTINUED...	380.50	380.50

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PROJECT #: 70-423  
SALESPERSON: Jessi Jacobs  
PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			~STD Non-GSA (Commercial Furniture Offering) Tag 1: 210 OFFICE		
141	1	Z2472T	24"d x 72"w x 29.5"h, Freestanding Tables w/2 Full End Panels, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML ~ M-Full Modesty Panel (1" A.F.F) ~ Grommet/Electrical Not Required - Left Position ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (S ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 210 OFFICE	463.00	463.00
142	1	Z4284EPRR	42"d x 84"w x 29.5"h, Extended Corner "P" Islands w/Worksurface on Right, Recessed Modesty + Post, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML ~ Laminate 3/4 Modesty (10" A.F.F.) - (STD) P4 M-4" Round, Black BLK ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" (STD ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 210 OFFICE	679.00	679.00

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**BUYER NAME:** Danielle Floyd  
**TERMS:** NET 15

**SHIP TO:**  
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201 W Front st.  
MEDIA PA 19063

**PROJECT #:** 70-423  
**SALESPERSON:** Jessi Jacobs  
**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
143	1	Z16L2BFS	23.4"d x 16"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer, ZIRA ~ZBASE Zira Storage Base Finish NML 1-Noce Medio NML ~ File Drawer (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-410 C-Keyed for Lock #410 ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 210 OFFICE	467.50	467.50
144	1	Z30L2ES	23.4"d x 30"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA ~ZBASE Zira Storage Base Finish NML 1-Noce Medio NML ~ File Drawer (STD) ~ File Drawer (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-410 C-Keyed for Lock #410 ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 210 OFFICE	673.50	673.50
145	2	Z36S16OS	16"d x 36"w x 16"d, Overhead Storage, Closed Front w/Doors, ZIRA ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZBASE Zira Storage Base Finish NML 2-Noce Medio NML ~ Laminate Doors (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-410 C-Keyed for Lock #410 ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 210 OFFICE	321.50	643.00

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**TERMS:** NET 15

**SHIP TO:**  
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 201 W Front st.  
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**PROJECT #:** 70-423  
**SALESPERSON:** Jessi Jacobs  
**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
146	1	PLEDA240	24"w, LED Tasklight, Daisy Chain, Up to 10' Total in Length Per Power Supply, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 210 OFFICE	104.00	104.00
147	1	PLEDS240	24"w, Linear LED Tasklight, Magnet Mounted w/optional adhesive metal plates, Plug in Power Supply w/72" Cord, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 210 OFFICE	127.50	127.50
148	1	ZWHT7218	72"w x 18"h, Wall Mounted Tackboard for use under ZxxS16OS/OSN, Finished HT 65.5"/66"H, Standard w/ Pre-Mounted "J" Bracket for Wall Mount Applicatio ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 210 OFFICE	346.00	346.00
149	1	6321-8	VION, Mesh Back, High Back, Weight Sensing Synchro-Tilter, Std Adj. Height & Width T-arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std MS71 M-Stone, Vion Mesh Back MS71 ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific BK F-Black Back Frame w/ Black Base TBL AS A-(STD) AS Arm (Black Finish) SZ M-(STD) Standard Seat Size	519.00	519.00

CONTINUED...

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**TERMS:** NET 15

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 201 W Front st.  
 MEDIA PA 19063

**PROJECT #:** 70-423  
**SALESPERSON:** Jessi Jacobs  
**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			LSP M-Lumbar Support Pad 5G M-(STD) 5" Low Rise Cylinder C1 C-(STD) Black, 2" Dual-Wheel Caster SF M-Standard Seat Foam OK M-(STD) RTA Code in Pricebook per Model ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 210 OFFICE		
150	2	6325	VION, Armchair, Wall Saver, Mesh Back, Std 4 Legged Base, Glides, Stacks 4 High on Floor, Stacks 8 High on Dolly, GLOBAL SEATING USA	335.50	671.00
			BB M-(STD) Black Back Frame BLK MS71 M-Stone, Vion Mesh Back MS71 ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific TBL F-Black TBL GLD M-(STD) Black Glide SF M-Standard Seat Foam ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 210 OFFICE		
			SUBTOTAL FOR 210 OFFICE		5,074.00
			211 OFFICE		
151	1	Z246016RR	24"d x 60"w x 29.5"h, Space Saver Return Right w/No Pedestal + 16" Throat, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML 3MP M-3/4 Modesty Panel (10" A.F.F) ~ Grommet/Electrical Not Required - Left Position CONTINUED...	380.50	380.50

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 201 W Front st.  
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**PROJECT #:** 70-423  
**SALESPERSON:** Jessi Jacobs  
**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (S) ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 211 OFFICE		
152	1	Z2472T	24"d x 72"w x 29.5"h, Freestanding Tables w/2 Full End Panels, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML ~ M-Full Modesty Panel (1" A.F.F.) ~ Grommet/Electrical Not Required - Left Position ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (S) ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 211 OFFICE	463.00	463.00
153	1	Z4284EPRL	42"d x 84"w x 29.5"h, Extended Corner "P" Islands w/Worksurface on Left, Recessed Modesty + Post, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML ~ Laminate 3/4 Modesty (10" A.F.F.) - (STD) P4 M-4" Round, Black BLK ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" (STD) ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 211 OFFICE CONTINUED...	679.00	679.00



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**SHIP TO:**  
Delaware County  
201 W Front st.  
MEDIA PA 19063

PROJECT #: 70-423  
SALESPERSON: Jessi Jacobs  
PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
154	1	Z16L2BFS	23.4"d x 16"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer, ZIRA ~ZBASE Zira Storage Base Finish NML 1-Noce Medio NML ~ File Drawer (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-411 C-Keyed for Lock #411 ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 211 OFFICE	467.50	467.50
155	1	Z30L2ES	23.4"d x 30"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA ~ZBASE Zira Storage Base Finish NML 1-Noce Medio NML ~ File Drawer (STD) ~ File Drawer (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-411 C-Keyed for Lock #411 ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 211 OFFICE	673.50	673.50
156	2	Z36S16OS	16"d x 36"w x 16"d, Overhead Storage, Closed Front w/Doors, ZIRA ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZBASE Zira Storage Base Finish NML 2-Noce Medio NML ~ Laminate Doors (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-411 C-Keyed for Lock #411 CONTINUED...	321.50	643.00

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PROJECT #: 70-423  
 SALESPERSON: Jessi Jacobs  
 PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			~STD Non-GSA (Commercial Furniture Offering) Tag 1: 211 OFFICE		
157	1	PLEDA240	24"w, LED Tasklight, Daisy Chain, Up to 10' Total in Length Per Power Supply, PRODUCTIVITY SOLUTIONS	104.00	104.00
			~STD Non-GSA (Commercial Furniture Offering) Tag 1: 211 OFFICE		
158	1	PLEDS240	24"w, Linear LED Tasklight, Magnet Mounted w/optional adhesive metal plates, Plug in Power Supply w/72" Cord, PRODUCTIVITY SOLUTIONS	127.50	127.50
			~STD Non-GSA (Commercial Furniture Offering) Tag 1: 211 OFFICE		
159	1	ZWHT7218	72"w x 18"h, Wall Mounted Tackboard for use under ZxxS16OS/OSN, Finished HT 65.5"/66"H, Standard w/ Pre-Mounted "J" Bracket for Wall Mount Applicatio	346.00	346.00
			~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 211 OFFICE		
160	1	6321-8	VION, Mesh Back, High Back, Weight Sensing Synchro-Tilter, Std Adj. Height & Width T-arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std	519.00	519.00
			MS71 M-Stone, Vion Mesh Back MS71 ~01 Grade 01 ~WATL Waterfall (Global) CONTINUED...		

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PROJECT #: 70-423  
 SALESPERSON: Jessi Jacobs  
 PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			WA53 1-Pacific BK F-Black Back Frame w/ Black Base TBL AS A-(STD) AS Arm (Black Finish) SZ M-(STD) Standard Seat Size LSP M-Lumbar Support Pad 5G M-(STD) 5" Low Rise Cylinder C1 C-(STD) Black, 2" Dual-Wheel Caster SF M-Standard Seat Foam OK M-(STD) RTA Code in Pricebook per Model ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 211 OFFICE		
161	2	6325	VION, Armchair, Wall Saver, Mesh Back, Std 4 Legged Base, Glides, Stacks 4 High on Floor, Stacks 8 High on Dolly, GLOBAL SEATING USA BB M-(STD) Black Back Frame BLK MS71 M-Stone, Vion Mesh Back MS71 ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific TBL F-Black TBL GLD M-(STD) Black Glide SF M-Standard Seat Foam ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 211 OFFICE	335.50	671.00
			SUBTOTAL FOR 211 OFFICE		5,074.00
			212 OFFICE		
162	1	Z247216RR	24"d x 72"w x 29.5"h, Space Saver Return Right w/No Pedestal + 16" Throat, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge CONTINUED...	424.50	424.50

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PROJECT #: 70-423  
SALESPERSON: Jessi Jacobs  
PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML 3MP M-3/4 Modesty Panel (10" A.F.F) ~ Grommet/Electrical Not Required - Left Position ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (S ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 212 OFFICE		
163	1	Z4284EPRL	42"d x 84"w x 29.5"h, Extended Corner "P" Islands w/Worksurface on Left, Recessed Modesty + Post, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML ~ Laminate 3/4 Modesty (10" A.F.F.) - (STD) P4 M-4" Round, Black BLK ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" (STD ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 212 OFFICE	679.00	679.00
164	1	Z16L2BFS	23.4"d x 16"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer, ZIRA ~ZBASE Zira Storage Base Finish NML 1-Noce Medio NML ~ File Drawer (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-412 C-Keyed for Lock #412 ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 212 OFFICE	467.50	467.50

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SALESPERSON: Jessi Jacobs  
PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
165	1	Z30L2ES	23.4"d x 30"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA ~ZBASE Zira Storage Base Finish NML 1-Noce Medio NML ~ File Drawer (STD) ~ File Drawer (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-412 C-Keyed for Lock #412 ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 212 OFFICE	673.50	673.50
166	2	Z36S16OS	16"d x 36"w x 16"d, Overhead Storage, Closed Front w/Doors, ZIRA ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZBASE Zira Storage Base Finish NML 2-Noce Medio NML ~ Laminate Doors (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-412 C-Keyed for Lock #412 ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 212 OFFICE	321.50	643.00
167	1	PLEDA240	24"w, LED Tasklight, Daisy Chain, Up to 10' Total in Length Per Power Supply, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 212 OFFICE	104.00	104.00
168	1	PLEDS240	24"w, Linear LED Tasklight, Magnet Mounted w/optional adhesive metal plates, Plug in Power Supply w/72" Cord, PRODUCTIVITY SOLUTIONS CONTINUED...	127.50	127.50

600 Clark Avenue, Suite 1, King of Prussia, PA 19406 · 610-768-0200

**SOLD TO:**  
 Delaware County  
 201 W Front st.  
 MEDIA PA 19063

DATE: 01/31/24

CUSTOMER P.O.#:  
 BUYER NAME: Danielle Floyd  
 TERMS: NET 15

**SHIP TO:**  
 Delaware County  
 201 W Front st.  
 MEDIA PA 19063

PROJECT #: 70-423  
 SALESPERSON: Jessi Jacobs  
 PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			~STD Non-GSA (Commercial Furniture Offering) Tag 1: 212 OFFICE		
169	1	ZWHT7218	72"w x 18"h, Wall Mounted Tackboard for use under ZxxS16OS/OSN, Finished HT 65.5"/66"H, Standard w/ Pre-Mounted "J" Bracket for Wall Mount Applicatio	346.00	346.00
			~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 212 OFFICE		
170	1	6321-8	VION, Mesh Back, High Back, Weight Sensing Synchro-Tilter, Std Adj. Height & Width T-arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std	519.00	519.00
			MS71 M-Stone, Vion Mesh Back MS71 ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific BK F-Black Back Frame w/ Black Base TBL AS A-(STD) AS Arm (Black Finish) SZ M-(STD) Standard Seat Size LSP M-Lumbar Support Pad 5G M-(STD) 5" Low Rise Cylinder C1 C-(STD) Black, 2" Dual-Wheel Caster SF M-Standard Seat Foam OK M-(STD) RTA Code in Pricebook per Model ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 212 OFFICE		
171	2	6325	VION, Armchair, Wall Saver, Mesh Back, Std 4 Legged Base, Glides, Stacks 4 High on	335.50	671.00

CONTINUED...

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 MEDIA PA 19063

PROJECT #: 70-423  
 SALESPERSON: Jessi Jacobs  
 PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			Floor, Stacks 8 High on Dolly, GLOBAL SEATING USA		
		BB	M-(STD) Black Back Frame BLK		
		MS71	M-Stone, Vion Mesh Back MS71		
		~01	Grade 01		
		~WATL	Waterfall (Global)		
		WA53	1-Pacific		
		TBL	F-Black TBL		
		GLD	M-(STD) Black Glide		
		SF	M-Standard Seat Foam		
		~STD	Non-GSA (Commercial Furniture Offering)		
			Tag 1: 212 OFFICE		
			SUBTOTAL FOR 212 OFFICE		4,655.00
			213 OFFICE		
172	1	Z244816BL	24"d x 48"w x 29.5"h, Bridges, Space Saver, Left w/16" Throat, ZIRA	278.00	278.00
		~	(STD) Thermally Fused Laminate, High Performance (		
		~ZTOP	Zira Top Finish		
		NML	1-Noce Medio NML		
		A3	F-1" Top, Standard Edge		
		~ZCHASS	Zira Chassis Finish		
		NML	2-Noce Medio NML		
		3MP	M-3/4 Modesty Panel (10" A.F.F)		
		~	Grommet/Electrical Not Required - Left Position		
		~	Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (S		
		~	Grommet/Electrical Not Required - Right Position		
		~	Grommet/Electrical Not Required - Custom Grommet L		
		~STD	Non-GSA (Commercial Furniture Offering)		
			Tag 1: 213 OFFICE		
173	1	Z2472T	24"d x 72"w x 29.5"h, Freestanding Tables w/2 Full End Panels, ZIRA	463.00	463.00
		~	(STD) Thermally Fused Laminate, High Performance (		
		~ZTOP	Zira Top Finish		
			CONTINUED...		

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**SHIP TO:**  
Delaware County  
201 W Front st.  
MEDIA PA 19063

PROJECT #: 70-423  
SALESPERSON: Jessi Jacobs  
PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML ~ M-Full Modesty Panel (1" A.F.F) ~ Grommet/Electrical Not Required - Left Position ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (S ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 213 OFFICE		
174	1	Z4284EPRR	42"d x 84"w x 29.5"h, Extended Corner "P" Islands w/Worksurface on Right, Recessed Modesty + Post, ZIRA ~ (STD) Thermally Fused Laminate, High Performance ( ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZCHASS Zira Chassis Finish NML 2-Noce Medio NML ~ Laminate 3/4 Modesty (10" A.F.F.) - (STD) P4 M-4" Round, Black BLK ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" (STD ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 213 OFFICE	679.00	679.00
175	1	Z16L2BFS	23.4"d x 16"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer, ZIRA ~ZBASE Zira Storage Base Finish NML 1-Noce Medio NML ~ File Drawer (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-413 C-Keyed for Lock #413 ~STD Non-GSA (Commercial Furniture Offering) CONTINUED...	467.50	467.50



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BUYER NAME: Danielle Floyd  
TERMS: NET 15

**SHIP TO:**  
Delaware County  
201 W Front st.  
MEDIA PA 19063

PROJECT #: 70-423  
SALESPERSON: Jessi Jacobs  
PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
			Tag 1: 213 OFFICE		
176	1	Z30L2ES	23.4"d x 30"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA ~ZBASE Zira Storage Base Finish NML 1-Noce Medio NML ~ File Drawer (STD) ~ File Drawer (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-413 C-Keyed for Lock #413 ~STD Non-GSA (Commercial Furniture Offering)	673.50	673.50
			Tag 1: 213 OFFICE		
177	2	Z36S16OS	16"d x 36"w x 16"d, Overhead Storage, Closed Front w/Doors, ZIRA ~ZTOP Zira Top Finish NML 1-Noce Medio NML A3 F-1" Top, Standard Edge ~ZBASE Zira Storage Base Finish NML 2-Noce Medio NML ~ Laminate Doors (STD) ~HAN Handle Option (Required) HU P-Square Edge Handle - Black K-413 C-Keyed for Lock #413 ~STD Non-GSA (Commercial Furniture Offering)	321.50	643.00
			Tag 1: 213 OFFICE		
178	1	PLEDA240	24"w, LED Tasklight, Daisy Chain, Up to 10' Total in Length Per Power Suppy, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering)	104.00	104.00
			Tag 1: 213 OFFICE		

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**CUSTOMER P.O.#:**  
**BUYER NAME:** Danielle Floyd  
**TERMS:** NET 15

**SHIP TO:**  
 Delaware County  
 201 W Front st.  
 MEDIA PA 19063

**PROJECT #:** 70-423  
**SALESPERSON:** Jessi Jacobs  
**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
179	1	PLEDS240	24"w, Linear LED Tasklight, Magnet Mounted w/optional adhesive metal plates, Plug in Power Supply w/72" Cord, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 213 OFFICE	127.50	127.50
180	1	ZWHT6618	66"w x 18"h, Wall Mounted Tackboard for use under ZxxS16OS/OSN, Finished HT 65.5"/66"H, Standard w/ Pre-Mounted "J" Bracket for Wall Mount Applicatio ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 213 OFFICE	315.00	315.00
181	1	6321-8	VION, Mesh Back, High Back, Weight Sensing Synchro-Tilter, Std Adj. Height & Width T-arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std MS71 M-Stone, Vion Mesh Back MS71 ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific BK F-Black Back Frame w/ Black Base TBL AS A-(STD) AS Arm (Black Finish) SZ M-(STD) Standard Seat Size LSP M-Lumbar Support Pad 5G M-(STD) 5" Low Rise Cylinder C1 C-(STD) Black, 2" Dual-Wheel Caster SF M-Standard Seat Foam OK M-(STD) RTA Code in Pricebook per Model ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 213 OFFICE CONTINUED...	519.00	519.00

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**DATE:** 01/31/24  
**CUSTOMER P.O.#:**  
**BUYER NAME:** Danielle Floyd  
**TERMS:** NET 15  
**PROJECT #:** 70-423  
**SALESPERSON:** Jessi Jacobs  
**PREPARED BY:** Meg DiAntonio

**SHIP TO:**  
 Delaware County  
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#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
182	2	6325	VION, Armchair, Wall Saver, Mesh Back, Std 4 Legged Base, Glides, Stacks 4 High on Floor, Stacks 8 High on Dolly, GLOBAL SEATING USA BB M-(STD) Black Back Frame BLK MS71 M-Stone, Vion Mesh Back MS71 ~01 Grade 01 ~WATL Waterfall (Global) WA53 1-Pacific TBL F-Black TBL GLD M-(STD) Black Glide SF M-Standard Seat Foam ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 213 OFFICE	335.50	671.00
			SUBTOTAL FOR 213 OFFICE		4,940.50
			214 BREAKROOM		
183	1	GRT6TP	36"d x 72"w x 1"h, TFL, Flat Edge, Rectangular, Top Only, 2 Bases Required, Use w/ Either GRB22, GRB22H26, GRB22H35, GRB22H41 or GSB19, GSB19H26, GSB ~ (STD) Thermally Fused Laminate, High Performance ( ~SLAM SWAP Laminate Top Finish BRC 1-Brushed Cobalt BRC FE F-2mm Flat Edge (Standard) BRC M-Brushed Cobalt, Edge BRC ~ Power Block/Electrical Not Required - Center Posit ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 214 BREAK ROOM	336.50	336.50

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**PROJECT #:** 70-423  
**SALESPERSON:** Jessi Jacobs  
**PREPARED BY:** Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
184	2	GSB19	18.5" x 28"h, Square Plate Base, Seated Height, Plate Base w/ 3" Dia x 27.5"h Column, Fully Assembled, 1/2" Adj. Glides, Use w/ Either GxBTP24,30, 36 ~SBASE SWAP Base Finish TIN 1-Ink TIN ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 214 BREAK ROOM	471.00	942.00
185	8	6711	POPCORN, Wall Saver, Polypropylene Back & Seat, Armless, Std Sled Chrome Frame, Std Without Glides, Stacks 10 High on Floor, 34 high on Dolly, GLOBAL ~DPLS Plastic Back / Seat Selections INK 1-Ink INK CH F-Chrome Frame CHM FG M-Felt Pad Glide PK M-(STD) RTA Code in Pricebook per Model ~STD Non-GSA (Commercial Furniture Offering) Tag 1: 214 BREAK ROOM	131.00	1,048.00
SUBTOTAL FOR 214 BREAKROOM					2,326.50
MISC MASTER KEYS					
186	1	CMSMK93	Compile Master Key STD Non-GSA (Commercial Furniture Offering) Tag 1: X MASTER KEY	12.95	12.95
187	1	CMSCK93	Compile Core Key STD Non-GSA (Commercial Furniture Offering) Tag 1: X MASTER KEY	12.95	12.95
188	1	MK93	Global Master -K-H-SHOE Tag 1: X MASTER KEY	26.00	26.00

CONTINUED...

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201 W Front st.  
MEDIA PA 19063

PROJECT #: 70-423  
SALESPERSON: Jessi Jacobs  
PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
189	1	CK93	Global Remover -K-H-SHOE Tag 1: X MASTER KEY	26.00	26.00
190	1	EVSMK92	Evolve Master Key Tag 1: X MASTER KEY	12.95	12.95
191	1	EVSCK92	Evolve Removal /Change Key Tag 1: X MASTER KEY	12.95	12.95
SUBTOTAL FOR MISC MASTER KEYS					103.80
UNION LABOR Receive, Deliver, and Install Free and Clear Space Normal Working Hours, Regular Site Conditions, and Trash Removal Access to Loading Dock and Elevators if Required One Time Delivery Any Changes to the Stipulations Above May Result in Increased Labor Charges Removal/Disposal of any existing furniture would be an additional charge Storage Charges will apply if held in warehouse for over 30 days *PLEASE NOTE THE FOLLOWING: If a 2nd trip is required, there will be an additional labor charge of \$850.00					

CONTINUED...

# KERSHNEROfficeFurniture

PROPOSAL 32863

600 Clark Avenue, Suite 1, King of Prussia, PA 19406 · 610-768-0200

SOLD TO:

Delaware County  
201 W Front st.  
MEDIA PA 19063

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BUYER NAME: Danielle Floyd  
TERMS: NET 15

SHIP TO:

Delaware County  
201 W Front st.  
MEDIA PA 19063

PROJECT #: 70-423  
SALESPERSON: Jessi Jacobs  
PREPARED BY: Meg DiAntonio

#	QTY	PRODUCT	DESCRIPTION	PRICE	EXT PRICE
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This is estimated to be a 4 day install  
Tag 1: RIFF #35419

PAYMENT AND REMITTANCE INSTRUCTIONS:

PLEASE MAKE YOUR PO FOR FULL AMOUNT AND MAKE PAYABLE TO:

GLOBAL INDUSTRIES  
17 WEST STOW RD, PO BOX 562  
MARLTON, NJ 08053  
C/O KERSHNER OFFICE FURNITURE

\*WHEN READY TO ORDER, PLEASE FORWARD YOUR PO TO: MEGS@KERSHNEROFFICE.COM AND WE WILL FORWARD TO GLOBAL

. \*PAYMENT REMITTANCE SHOULD BE SENT TO SAME GLOBAL ADDRESS AS ABOVE

Freight & fuel surcharges subject to change due to current events.  
Acceptance of this proposal is an agreement to our Terms & Conditions

SUBTOTAL	127,443.15
DELIVERY	27,196.00

PRINT NAME: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

<b>TOTAL</b>	<b>\$ 154,639.15</b>
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# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Danielle Floyd, Public Works

**ITEM TYPE:** Purchase

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to purchase the B-Pod meal delivery system, software, smallwares and disposables from Burlodge USA, Inc. for the Fair Acres Geriatric Center in an amount not to exceed \$1,440,407.80. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 4670-9508-704001

**ESTIMATED/ACTUAL COST OF REQUEST:** \$1,440,407.80

**FUNDING SOURCE:** Capital

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:** This purchase is part of the kitchen renovations planned for the Fair Acres Geriatric Center. The County is purchasing the meal service delivery system to lock in our price and avoid a contractor mark up. The project is in the approved 2024 capital budget.

**ATTACHMENTS:**  
[10656-240320 FAIR ACRES GERIATRIC CENTER - DELAWARE COUNTY - LS- QUOTATION FOR PO ISSUE 3-22-2024.pdf](#)

# Burlodge USA, Inc



March 20, 2024  
 QUOTE #10656-240320  
 SALES REP: PAUL S. SICO  
 TEL. No. 617-775-9090

CUSTOMER FACILITY: FAIR ACRES GERIATRIC CENTER/DELAWARE COUNTY  
 For the Attention of: SHAWN KALEY - HOLLYDAY GROUP  
**THIS QUOTE IS GOOD FOR ORDERS RECEIVED WITHIN 30 DAYS**  
 Email Address: psico@burlodgeusa.com

## PRICING SUMMARY

		Net Prices
	BURLODGE SYSTEM & SUPPORT TRAYS	\$ 29,120.00
	B-POD	\$ 1,058,304.00
	HACCP	\$ 24,702.22
	SUPPORT EQUIPMENT	\$ 61,985.00
	FIRST IMPRESSIONS SMALLWARES & DISPOSABLES	\$ 30,886.58
	B-LEAN SYSTEM EQUIPMENT	\$ 220,410.00
	<b>sub-total</b>	<b>\$ 1,425,407.80</b>
	B-Pod System Training & Implementation	\$ 8,500.00
	B-Lean Tray Line Training & Implementation	\$ 6,500.00
	FREIGHT INCLUDED - ONE SHIPMENT	No Cost
	<b>TOTAL (excludes Taxes)</b>	<b>\$ 1,440,407.80</b>

*see details - following pages*



# Burlodge USA, Inc



March 20, 2024 CUSTOMER FACILITY: FAIR ACRES GERIATRIC CENTER/DELAWARE COUNTY

QUOTE #10656-240320 For the Attention of: SHAWN KALEY - HOLLYDAY GROUP

SALES REP: PAUL S. SICO **THIS QUOTE IS GOOD FOR ORDERS RECEIVED WITHIN 30 DAYS**

TEL. No. 617-775-9090 Email Address: psico@burlodgeusa.com

**PRICING  
SUMMARY**

## Burlodge System & Support Trays

	TRAYS	UNIT OF MEASURE	CASE QUANTITY	DISCOUNTED PRICE	QUANTITY REQUIRED	TOTAL NET PRICE
	FOR RTS -POD - OPTIMA- B SMART - CUBE - LOGIKO (14/cs)					
BLS.00.000.XX-K	FT TRAY - 575x325mm (22 5/8" x 12 3/4") - <u>COLOR TO BE DETERMINED</u>	CASE	14	\$ 280.00	104	\$ 29,120.00

<b>PAGE TOTAL NET PRICE</b>	<b>\$ 29,120.00</b>
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# Burlodge USA, Inc



March 20, 2024

CUSTOMER FACILITY: FAIR ACRES GERIATRIC CENTER/DELAWARE COUNTY

QUOTE #10656-240320

For the Attention of: SHAWN KALEY - HOLLYDAY GROUP

SALES REP: PAUL S. SICO

**THIS QUOTE IS GOOD FOR ORDERS RECEIVED WITHIN 30 DAYS**

TEL. No. 617-775-9090

Email Address: psico@burlodgeusa.com

## PRICING SUMMARY

	<b>B-POD</b>	DISCOUNTED PRICE	QUANTITY REQUIRED	TOTAL NET PRICE
	B-Pod BaseStation Retherm or BOOSTING System accommodates transport POD (cart) models . Stainless steel exterior and interior construction with Hi-impact ABS plastic front & top mounted control panel housing. Exterior blue LED digital mounted control panel c/w automatic programation, 3 cycles, audible alarm and visual signal c/w HACCP Monitoring program. Base Station has 2 side mounted support legs & floor mounting brackets. Electrical 208 volt, 3 phase, 60 cycle 4 wire, 30/40amp service, must be hard wired to meet local requirements. Approvals UL, ETLcUS and EPH sanitation.			
BLPOA.760	B-POD BASE STATION - 3 PHASE - 208V 60Hz 6KW - WITH ADJUSTABLE FEET	\$ 11,902.00	34	\$ 404,668.00
	<b>EACH BASE INCLUDES:</b>			
BLPOA.010	ADAPTOR PANEL FOR SHORT VERSION		1	
BLP3A.026	PANEL WHITE B-POD		1	
BLPOA.700.22	THREE PHASE - 208V - NO ELECTRICAL CABLE OR PLUG INCLUDED		1	
BLP3A.711.13	DOUBLE REMOTE REFRIGERATION FLEXIBLE PIPES NA		1	
BLP1A.035	LCD ELECTRONIC CONTROL PANEL - for White Panel (BLP1A.026)		1	
			<b>B-Pod Sub-Total</b>	<b>\$ 404,668.00</b>
	<b>POD TRAY TRANSPORT CART-STAINLESS STEEL</b>			
BLPOS.000	POD S/S - SHORT MODEL - includes ADDITIONAL RUBBER LATCH	\$ 9,647.00	60	\$ 578,820.00
	<b>EACH POD CART INCLUDES:</b>			\$ -
BLPOA.006	LOCKABLE DOOR LATCH (includes two latches0	INCLUDED	1	
BLP5A.009	ERGONOMIC INBOUND HANDLE	INCLUDED	60	
BLP3I.040	24 LEVEL BARRIER - SHORT P. 3"- FT575	INCLUDED	60	
BLP5A.065	4 CASTORS 200/160MM - S/ST CENTRAL BRAKE	\$ 535.00	60	\$ 32,100.00
BLP5A.002	S/S TOW BAR- FOLD UP MODEL with 30 mm Hole WITH 4 Wheel Config ONLY	\$ 534.60	60	\$ 32,076.00
BLPOA.060	VERTICAL TRAY SEPARATION GRIDS - SHORT MODEL	\$ 101.00	20	\$ 2,020.00
BLPOA.210	WARD DESTINATION TAG	\$ 43.00	20	\$ 860.00
			<b>Pod Sub-Total</b>	<b>\$ 645,876.00</b>
	<b>B-Pod, Spare Parts Kit - NOT for B-CLOUD System</b>			
BPOD.S.SPKIT+	B-Pod, Spare Parts Kit for Short models -11 + units FOR REMOTE AIR -COOLED	\$ 7,760.00	1	\$ 7,760.00
	<b>Warranties</b>			
BPDS.PW.01	B-Pod Docking Station <b>One (5) Year Defective Parts Warranty</b>		INCLUDED	
BPTC.PW.01	B-Pod Transport Cart <b>One (1) Year Defective Parts Warranty</b>		INCLUDED	
BPDS.LW.01	B-Pod Docking Station <b>One (5) Year Labor Warranty</b>		INCLUDED	
BPTC.LW.01	B-Pod Transport Cart <b>One (1) Year Labor Parts Warranty</b>		INCLUDED	

<b>PAGE TOTAL NET PRICE</b>	<b>\$ 1,058,304.00</b>
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# Burlodge USA, Inc



March 20, 2024 CUSTOMER FACILITY: FAIR ACRES GERIATRIC CENTER/DELAWARE COUNTY

QUOTE #10656-240320 For the Attention of: SHAWN KALEY - HOLLYDAY GROUP

SALES REP: PAUL S. SICO

TEL. No. 617-775-9090 Email Address: psico@burlodgeusa.com

## PRICING SUMMARY

	HACCP MONITORING	DISCOUNTED PRICE	QUANTITY REQUIRED	TOTAL NET PRICE
BLN2A.020	FOOD PROBE 2MT PT1000	\$ 174.00	6	\$ 1,044.00
BLN2A.072	ETHERNET PLUG IN BOARD	\$ 485.83	34	\$ 16,518.22
BLM60A.860.60	BLOUD LICENSE - 60 MONTHS	\$ 210.00	34	\$ 7,140.00

<b>PAGE TOTAL NET PRICE</b>	<b>\$ 24,702.22</b>
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# Burlodge USA, Inc



March 20, 2024  
 QUOTE #10456-240320  
 SALES REP: PAUL S. SICO  
 TEL. No. 617-775-9090

CUSTOMER FACILITY: FAIR ACRES GERIATRIC CENTER/DELAWARE  
 For the Attention of: SHAWN KALEY - HOLLYDAY GROUP  
**THIS QUOTE IS GOOD FOR ORDERS RECEIVED WITHIN 30 DAYS**  
 Email Address: psico@burlodgeusa.com

## PRICING SUMMARY

Code	Item	Code	Your Price Per Unit	Quantity	Your Cost
<b>BLEAN ITEMS</b>					
<u>Hot/Cold Tables &amp; Accessories:</u>					
BCFS-M-5/QS-5; 6DWS-5	Five Well Cold Food Server w/single overshelf & 6" drop work shelf	BCFS-M-5	\$ 13,664.00	2	\$ 27,328.00
BMCH-P-1	Menu Holder for attachment to HOT/COLD TABLE	BMCH-P-1	INCLUDED	2	INCLUDED
<b>Sub-Total for Hot/Cold Tables &amp; Accessories:</b>			<b>Total Units:</b>	<b>2</b>	<b>\$ 27,328.00</b>
<u>Gravity Shelves &amp; Accessories:</u>					
B2-FSGS-M-2620-4	Gravity Shelf - 26 inch wide shelf	B2-FSGS-M-2620-4	\$ 5,963.00	6	\$ 35,778.00
B2-SSD-22-11G	Divider Bars for Gravity Shelves above Self Calculating Feature for QTY	B2-SSD-22-11G		36	INCLUDED
B2-AF-REV1	Anti Falling Device - 1 1/2" wide for Gravity Shelves above	B2-AF-REV1		20	INCLUDED
BL QSB 107B	Large Bin - Blue	BL QSB 107B		24	INCLUDED
BL DSB 107PC	Dividers for Large Bin (suggest 3 Each Bin)	BL DSB 107PC		48	INCLUDED
BL QSB 101R	Small Bins - Red	BL QSB 101R		36	INCLUDED
BL DSB 101PC	Dividers for Small Bin (suggest 2 Each Bin)	BL DSB 101PC		72	INCLUDED
<b>Sub-Total for Gravity Shelves &amp; Accessories:</b>			<b>Total Units:</b>	<b>6</b>	<b>\$ 35,778.00</b>
<u>Tray Tables &amp; Accessories:</u>					
B2-ST-M-2360	Tray Table - Long Version	B2-ST-M-2360	\$ 7,127.00	2	\$ 14,254.00
B2-ST-M-2330	Tray Table - Short Version	B2-ST-M-2330	\$ 5,029.00	2	\$ 10,058.00
B2-STBR	Basket Riser for Large and Small Teflon Tables	B2-STBR	\$ 321.27	4	INCLUDED
B2-UBC	Refrigerated/Non-Refrigerated Slider Table Connector <i>for connecting refrigerated slider and deluxe slider</i>	B2-UBC	\$ 191.58	2	INCLUDED
B2-SBC	Deluxe Slider Table Connector <i>for connecting two deluxe slider tables</i>	B2-SBC	\$ 191.58	2	INCLUDED
<b>Sub-Total for Non- Refrigerated Tray Tables &amp; Accessories:</b>			<b>Total Units:</b>	<b>0</b>	<b>\$ 24,312.00</b>
<u>Refrigerated Equipment - Air Curtain &amp; Slider Table &amp; Accessories:</u>					
BMWCST-TRD-1020 ADJ	Tray Table - Long Version REFRIGERATED - NEW <small>Lexan Covers Built to Tray Size (Tray Size Must be Stated at Time of Order)</small>	BMWCST-TRD-1020 ADJ	\$ 17,246.00	2	\$ 34,492.00
BL2 52802	Baskets for Refrigerated Table (10 x 20) Priced as Each <small>must be multiples of three - 12 recommended</small>	BL2 52802		24	INCLUDED
HAT-COM-SP	Stainless Steel Riser for small platform inside refrigerated cold slider table (on top of the compressor)	HAT-COM-SP		2	INCLUDED
<b>Sub-Total for Refrigerated Tray Tables &amp; Accessories:</b>			<b>\$ 17,246.00</b>	<b>2</b>	<b>\$ 34,492.00</b>
BC3 RH GD HC	BCOOL LEAN Stainless Front & Glass Rear Doors	BC3 RH GD HC	\$ 13,758.00	6	\$ 82,548.00
BC3-E-KIT-HC	BCool Lean Starter Kit	BC3-E-KIT-HC		2	NO CHARGE
<b>Sub-Total for BCOOL Units &amp; Accessories:</b>			<b>#DIV/0!</b>	<b>0</b>	<b>\$ 82,548.00</b>
<u>Tray Lowerators</u>					
BTRC-M-1323-P	Mobile Tray Dispenser for 1323 Trays - Projected Tray Placement	BTRC-M-1323-P	\$ 1,994.00	8	\$ 15,952.00
					\$ -
					\$ -

**PAGE TOTAL NET PRICE \$ 220,410.00**

# Burlodge USA, Inc



March 20, 2024 CUSTOMER FACILITY: FAIR ACRES GERIATRIC CENTER/DELAWARE COUNTY

QUOTE #10656-240320 For the Attention of: SHAWN KALEY - HOLLYDAY GROUP

SALES REP: PAUL S. SICO **THIS QUOTE IS GOOD FOR ORDERS RECEIVED WITHIN 30 DAYS**

TEL. No. 617-775-9090 Email Address: psico@burlodgeusa.com

**PRICING  
SUMMARY**

## SUPPORT EQUIPMENT

Model Number	ITEM	DISCOUNTED PRICE	QUANTITY REQUIRED	TOTAL NET PRICE
BETC2-1323-24-4	STAINLESS STEEL ENCLOSED TRAY RETRIEVAL CART; single compartment; one door; 12 sets of tray slides-two trays per set of slides; two fixed/two swivel casters w/brakes; 13" x 23" tray size; 3.75" spacing	\$ 4,427.50	14	\$ 61,985.00

**PAGE TOTAL  
NET PRICE \$ 61,985.00**

# Burlodge USA, Inc



March 20, 2024  
 QUOTE #10656-240320  
 SALES REP: PAUL S. SICO  
 TEL. No. 617-775-9090

CUSTOMER FACILITY: FAIR ACRES GERIATRIC CENTER/DELAWARE COUNTY  
 For the Attention of: SHAWN KALEY - HOLLYDAY GROUP  
**THIS QUOTE IS GOOD FOR ORDERS RECEIVED WITHIN 30 DAYS**  
 Email Address: psico@burlodgeusa.com

## PRICING SUMMARY

### SIMPLE WHITE

Code	Item Description	UNITS/CASE	Unit of Measure	Discounted Price	Quantity Required	Extended Item Price
110023	9" Flat Plate	24	Case	\$139.88	61	\$8,532.68

### COLORS - Reusable Plastic Tableware

Code	Item Description	UNITS/CASE	Unit of Measure	Discounted Price	Quantity Required	Extended Item Price
XX.200.70 COLOR?	8 floz HIGH HEAT Plastic CUP, One Handle	72	Case	INCLUDED	21	INCLUDED
XX.130.08 COLOR?	8 floz HIGH HEAT Plastic BOWL	48	Case	INCLUDED	31	INCLUDED
130.00.XX COLOR?	5 oz Dessert /Side Dish Blue HIGH HEAT	48	Case	\$130.95	31	\$4,059.45
04.122.09	9" Blue Tint Dome - HIGH HEAT	48	Case	\$409.61	31	\$12,697.91

### One Use - LIDS DISPOSABLE

Code	Item Description	UNITS/CASE	Unit of Measure	Discounted Price	Quantity Required	Extended Item Price
125.LD.HT2M	High Heat Disposable Soup Bowl Lid	1000	CASE	\$57.47	50	\$2,873.51
250.57.02W	High Heat Disposable Mug Lid	2000	CASE	\$90.77	30	\$2,723.03

PLEASE NOTE ALL MEASUREMENTS ARE APPROXIMATE

PAGE TOTAL ONLY	\$30,886.58
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# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Jonathan Lichtenstein, Prison

**ITEM TYPE:** Amendment

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval for the extension of Interim Agreement of the Delaware County Prison Employee Independent Union (DCPEIU) to May 31, 2024. Subject to Solicitor's approval.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** NA

**ESTIMATED/ACTUAL COST OF REQUEST:** NA

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Jonathan Lichtenstein, Personnel

**ITEM TYPE:** General

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of Conservation District personnel items as set forth on the attached list and increase in the Conservation District budget to reflect additional anticipated grant revenues for the positions.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** TBD

**ESTIMATED/ACTUAL COST OF REQUEST:** TBD

**FUNDING SOURCE:** Grant

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**  
[Conservation District Approvals.pdf](#)



## **Conservation District Approvals**

### **April 3, 2024 Council meeting**

1. Approval to create Conservation Technician position (Grade J) at \$44,752/year in the Soil & Water Conservation Department effective 3/31/24.
2. Approval to create part time temporary District Manager position in Soil & Water Conservation Department at an hourly rate of \$52.69 not to exceed \$25,000/year effective 3/31/24.
3. Approval to reclass Conservation Technician Team Leader (Grade L) \$55,509.21 to a Conservation Permitting Manager position (Grade O) \$66,393/year with a difference of \$10,883.79 effective 3/31/24.



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Jonathan Lichtenstein, County Council

**ITEM TYPE:** Miscellaneous

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval to name the Marple tract "Delco Woods" based on the recommendation of the naming committee.

**EXPENSE BUDGET LINE ITEM** NA  
**ACCOUNT:**

**ESTIMATED/ACTUAL COST OF** NA  
**REQUEST:**

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Sharon Scattolino, Treasurer

**ITEM TYPE:** Miscellaneous

**AGENDA SECTION:** Consent Agenda Items

**SUBJECT:** Approval of Central Tax Collection Department's request for refunds for the years 2023 and 2024 County Real Estate Taxes for the fifteen (15) property owners due to the over payment 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:**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Kelly Bonner, Library Services

**ITEM TYPE:** Appointments

**AGENDA SECTION:** Appointments

**SUBJECT:** Approval to appoint Anny Laepple as the Director of Library Services.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** 01-5608-501000

**ESTIMATED/ACTUAL COST OF REQUEST:** \$109,959.82

**FUNDING SOURCE:** County Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**



# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Anne Coogan, County Clerk

**ITEM TYPE:** Appointments

**AGENDA SECTION:** Appointments

**SUBJECT:** Approval to appoint Karen Wilwol as the Director of Soil Conservation.

**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

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Anne Coogan, County Clerk

**ITEM TYPE:** Appointments

**AGENDA SECTION:** Appointments

**SUBJECT:** Approval to appoint Kathy Arim to the Community Action Agency with a term ending April 30, 2025.

**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

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Anne Coogan, County Clerk

**ITEM TYPE:** Appointments

**AGENDA SECTION:** Appointments

**SUBJECT:** Approval to appoint Siddiq Kamara to the Immigrant Affairs Board to a term ending December 31, 2024.

**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

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Anne Coogan, County Clerk

**ITEM TYPE:** Appointments

**AGENDA SECTION:** Appointments

**SUBJECT:** Approval to appoint Nicole E. Matteucci to the Women's Commission to a term ending June 30, 2024 and appoint Jacquie L. Jones to the Women's Commission to a term ending June 30, 2025.

**EXPENSE BUDGET LINE ITEM ACCOUNT:** n/a

**ESTIMATED/ACTUAL COST OF REQUEST:** no cost

**FUNDING SOURCE:** Other Revenue

**REVENUE TYPE:**

**PURCHASING:**

**GRANTS:**

**ADDITIONAL COMMENTS:**

**ATTACHMENTS:**





# Item Cover Page

## COUNTY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2024

**SUBMITTED BY:** Anne Coogan, County Clerk

**ITEM TYPE:** Miscellaneous

**AGENDA SECTION:** Solicitor

**SUBJECT:** Approval to file four (4) Consents for Adoption with the Orphans Court.

**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:**