

LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA

WEDNESDAY, JUNE 10, 2026

9:15 a.m. – Conference Room #701, 7th Floor

The Commissioners' Meeting is being video recorded for public viewing and is available on the County's website.



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Ray D'Agostino.
2. Pledge of Allegiance
3. Minutes as Distributed: Postpone approval of the June 3, 2026 Commissioners' Meeting Minutes.
4. Reannouncement: An Evening Commissioners' Meeting is scheduled for Wednesday, June 17, 2026 at 7:00 p.m. at the Columbia Borough Municipal Building, 308 Locust Street, Columbia, PA. There is no Commissioners' Meeting scheduled for Wednesday, June 17, 2026 at 9:15 a.m.
5. Old Business:
6. New Business:
 - a. **Coroner's Office – Agreement with Keystone Forensics LLC**
Eric Bieber, Chief Deputy Coroner/Administrator
 - b. **Agricultural Preserve Board – Resolution No. 32 of 2026 – Agreement of Sale for Conservation Easements**
Kevin Baer, Preservation Specialist
 - c. **Behavioral Health and Developmental Services –**
Lawrence George, County Administrator/Chief Clerk

Memorandum of Understanding (MOU) with Penn Medicine Lancaster General Health

Renewal Agreements

- d. **Children & Youth Agency – Memorandum of Understanding (MOU) with Lancaster County Court of Common Pleas**
Lawrence George, County Administrator/Chief Clerk
Chris Reed, Assistant District Court Administrator
- e. **Office of Aging – Renewal Agreement with PA Department of Aging**
Kristin Jones, Deputy Director, Office of Aging

f. Purchasing Department on behalf of Office of Aging –

James Catigano, Buyer II, Purchasing Department
Kristin Jones, Deputy Director, Office of Aging

Contract Awards with Various Vendors

Contract Extensions with Various Vendors

g. Information Technology – Renewal Agreement with the Center for Internet Security (CIS)

Russ Hauser, Interim Chief Information Officer
Paul Marler, Deputy Chief Information Officer

h. Purchasing Department –

James Catigano, Buyer II
Linda Schreiner, Director

Agreement with Jerome H. Rhoads, Inc. dba Rhoads Energy

Ratification of Natural Gas Agreements

7. Business from Guests

8. Adjourn

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Coroner's Office, to approve the following:

Agreement With:

Keystone Forensics LLC
Allentown, PA

Purpose:

To provide professional autopsy and testimony services through manager and forensic pathologist, Rameen Starling-Roney, M.D.

Amount/Term:

\$360,000.00 for autopsy services provided for up to 216 autopsies per year. Any additional autopsy above 216 will be billed at \$1,800.00 per autopsy. The contract is for the period December 1, 2026 through December 31, 2029.

Funding:

General Fund.

Note:

Either party may terminate this Agreement on 90 days written notice to the other party.

6/10/26

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made by and between **Keystone Forensics LLC (“Keystone”)** of 3440 Lehigh Street #432, Allentown PA 18103 and **Lancaster County Coroner’s Office (“Lancaster”)** of 2080 Spring Valley Road, Lancaster, PA 17601.

Background:

A. Keystone is engaged in the business of providing professional autopsy services and testimony services through its manager and forensic pathologist, Rameen Starling-Roney, M.D.

B. Lancaster now wishes to retain Keystone to provide professional autopsy services and testimony services to Lancaster and the residents of Lancaster County within the facility designed by the Lancaster County Coroner’s Office.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. **SERVICES.** Keystone agrees to provide those specific Services to Lancaster as detailed in Exhibit “A” which is attached hereto and incorporated herein by reference (“the Services”). Any additional Services will be added to Exhibit “A” and initialed by the parties. The Services will be provided in compliance with all applicable regulations and laws. Keystone shall promptly notify Lancaster by telephone or email of any events that occur that materially interrupt or affect the performance of the Services or the completion of the Services.

2. **COMPENSATION.**

Lancaster will compensate Keystone for the Services as set forth in Schedule “A” (“the Compensation”). Total Compensation paid to Keystone pursuant to this Agreement shall be based on the Services rendered in accordance with this Agreement. Keystone shall submit invoices to Company on a monthly basis. Invoices shall be paid by Lancaster within thirty (30) days after the date of the invoice. Invoices shall include the dates Services were performed and the amount of hours, if applicable for each date Services were performed.

3. **TERM AND TERMINATION.**

a. The Term of the Agreement shall commence December 1, 2026 (“Effective date”) and continue through December 31, 2029 (“the Term”). The Term may be extended by a separate written amendment signed by both parties. Notwithstanding the foregoing, either party may terminate this Agreement on ninety (90) days prior written notice to the other party. Upon termination of this Agreement, Lancaster shall have no further obligation to Keystone other than to pay any fees and costs due for the Services previously completed in accordance with this Agreement.

b. Either party may terminate this Agreement upon the failure of either party to comply with any of the terms of this Agreement upon thirty (30) days’ written notice of such failure unless within such thirty (30) day period the defaulting party has cured the default, or notified the non-defaulting party of a plan to cure the default to the reasonable satisfaction of the other party.

4. ADDITIONAL TERMS

a. Keystone will provide autopsy services Mondays, Wednesdays and Fridays, except for all federal holidays unless agreed upon by both Keystone and Lancaster. Autopsies will be between 7:00AM and 8:00AM unless at a time otherwise agreed upon by both parties. Keystone will be responsible for and provide adequate professional coverage when Dr. Starling-Roney is unavailable to perform autopsies. As such, Keystone has entered into agreements with other board certified licensed forensic pathologists to provide autopsy services when Dr. Starling-Roney is unavailable. All subcontracted board-certified licensed pathologists must be approved by Lancaster in writing prior to providing services under this agreement. These doctors will be subcontractors for Keystone and will be compensated by Keystone.

b. Lancaster will be responsible for providing the facility and all equipment required for the performance of autopsies and the storage of case material. Lancaster County will be responsible for supplies needed for all ancillary services. The coroner's office will be responsible for providing investigative information including medical records to Keystone Forensics.

c. Lancaster is the custodian for all photographs and gross specimens. All reports and slides will be under a shared custodianship between Keystone and Lancaster.

d. Keystone will not release any reports, slides, photographs or other information to other parties without the consent of Lancaster.

5. MISCELLANEOUS

a. Warranty: Keystone warrants and represents that all work performed under this Agreement shall be done in a workmanlike manner and in accordance with applicable industry standards.

b. Indemnification: Each party shall defend, indemnify and hold harmless the other party, its subcontractors, agents, and employees, directors, officers, successors, assignees, subsidiaries and affiliates, from and against all claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, provided that such claim, damage, loss or expense arises from or relates to in whole or in part to the misconduct or negligent or criminal act or omission of the indemnifying party, anyone directly or indirectly employed by indemnifying party, or anyone for whose misconduct or negligent or criminal acts or omissions the indemnifying party may be liable.

c. Limitation of Liability: Neither party shall be responsible for any indirect, incidental, special, punitive or consequential damages.

d. Relationship of the Parties: The parties agree and acknowledge that Keystone's relationship with Lancaster is that of independent contractor and no relationship of employer-employee, partnership, joint venture, principal and agent, or the like shall be implied. Accordingly, all taxes on Keystone's compensation are the responsibility of Keystone and Lancaster shall not withhold any amounts for taxes from Keystone's compensation or provide worker compensation coverage.

e. Liability and Other Insurance. Unless waived in writing by the County, Contractor, at its sole cost and expense, shall maintain: (1) commercial general liability insurance against any claims for bodily injury, death or property damage; (2) workers' compensation insurance to the extent necessary under applicable law; (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as the County may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by Contractor. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance with an AM Best Rating of A-or higher and shall be maintained continuously in full force and effect:

Minimum Liability Insurance Requirements (per occurrence):

General Liability: \$2,000,000 General Aggregate

\$2,000,000 Products Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

\$1,000,000 Each Occurrence

\$5,000 Medical Expense (any one person)

Automobile Liability \$1,000,000 Combined Single Limit

Workers' Compensation: Statutory

Employer's Liability: Bodily Injury by Accident \$500,000 Each Accident

Bodily Injury by Disease \$500,000 Each Employee

Bodily Injury by Disease \$500,000 Policy Limit

Umbrella Liability: \$1,000,000 Each Occurrence/\$1,000,000 Aggregate

Professional Liability: \$1,000,000

f. General Requirements For Insurance: Except as otherwise approved by the County in writing, the following provisions shall apply to each and every policy of insurance which Contractor is required hereunder to carry and keep current and in force:

1. The form, amount and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the County's approval.

2. Contractor shall cause each insurance carrier to deliver its certificate of insurance to the County to any other party designated by the County, certifying the applicable insurance provisions herein required (i) upon the execution hereof and (ii) at any other time upon the County's request.

3. At least thirty (30) days prior to the expiration of each required insurance coverage, Contractor shall provide the County with certificates of insurance renewal or replacement (or copies of policies); in the event of non-renewal or cancellation or material change in coverage, sixty (60) days' notice of such action shall be sent via certified mail to the County.

4. Contractor shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.

5. The "County of Lancaster" shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability; General Liability and Umbrella insurance shall be written on an "occurrence" form and shall name the County as Additional Insured on a primary and non-contributory basis. Where applicable, policies shall include a Waiver of Subrogation in favor of the County.

6. The requirements described above are also applicable to any and all other employees or subcontractors hired by Contractor to perform work under this contract.

g. Assignment: Neither Party shall assign this Agreement without the prior written consent of the other Party.

h. Right-to-Know Law: Lancaster County Coroner is a government agency subject to the Pennsylvania Right to Know Law. 65 P.S. 67.101, et seq. All documents produced in connection with this Agreement will be considered public documents subject to release, unless identified as a trade secret, confidential proprietary information, or falling under one of the exceptions in the law. Keystone hereby releases and waives any and all claims, suits, and/or damages against Lancaster County Coroner for any information released by the Lancaster County Coroner in accordance with the Pennsylvania Right to Know Law.

i. Choice of Law/Venue: This agreement shall be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania without giving effect to any conflict of laws principles that would require the application of laws of a different state. The parties agree that the exclusive venue for litigating claims hereunder shall be vested in the Court of Common Pleas of Lancaster County and the Pennsylvania appellate courts or the United States District Court for the Middle District of Pennsylvania.

j. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

k. Binding Effect: This Agreement shall be binding upon and inure to the benefit of these parties, their successors and permitted assigns.

l. Modifications: This Agreement may not be changed or modified except by an agreement in writing by the parties hereto.

m. Survival: The rights and obligations of the parties contained in this Agreement shall survive the expiration or earlier termination of this Agreement.

n. Notices: Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date it is (a) delivered by hand; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) delivered by email transmission.

If to the County:
Lancaster County Office of the Coroner
Attn: Eric Bieber
2080 Spring Valley Road
Lancaster, PA 17601

If to Keystone:
Keystone Forensics, LLC
Rameen Starling-Roney M.D., Manager
3440 Lehigh St #432
Allentown, PA 18103

o. Cooperation of the Parties. Keystone and Lancaster shall reasonably cooperate with each other in connection with their respective responsibilities under this Agreement.

IN WITNESS WHEREOF, Keystone and Lancaster, intending to be legally bound hereby, have duly authorized the execution of this Agreement through its duly authorized representatives the day and year as set forth next to their signatures.

Keystone Forensics LLC

Date: 06/02/2026

By: [Signature]
Rameen Starling-Roney, M.D., Manager

Lancaster County Coroner's Office

Date 6/3/2026

By: [Signature]

ATTEST: COUNTY OF LANCASTER
BOARD OF COMMISSIONERS

Lawrence M. George, Chief Clerk

Ray D'Agostino, Chairman

Joshua G. Parsons, Vice-Chairman

Alice Yoder

Schedule "A"

Services and Compensation

Autopsy Services:

1. \$360,000 for professional autopsy services provided in the performance of up to 216 autopsies per year, the preparation of autopsy reports, and travel from Emmaus, PA to the Lancaster County Coroner's Office and Forensic Center. Any additional autopsies above 216 will be billed at \$1,800 per autopsy. Services provided from December 1, 2026 through December 31, 2026 will be billed at prorated rate of \$30,000 for 18 autopsies and \$1,800 for any additional autopsies. The base fee will increase to \$370,000 for 216 autopsies and \$1,850 for additional autopsies for calendar year 2028, and to \$380,000 for 216 autopsies and \$1,900 for additional autopsies for calendar year 2029. These services will be invoiced monthly.

2. The professional services include all activities from the autopsy procedure to the completion of the autopsy report, discussion of results with Coroner's office staff and necessary report addendums. The professional services fee also includes any training provided to the Lancaster County Coroner's Office staff. The base fee excludes other services, including all services associated with consultative reports and scene visits, which will be charged at the same hourly rate as testimony services (see below).

Testimony services:

Any services provided to the Lancaster County District Attorney's office including review of materials, communication/meetings, writing/revising reports, preparation time for deposition and trials, testimony or appearance at trials, deposition, slide review, tissue examination and travel time will be billed at \$450.00 per hour. Mileage will also be billed at the federal rate. These services will be invoiced monthly.

Additional services:

1. Histology, Toxicology and Microbiology services will be provided by a service determined by the Lancaster County Coroner's Office. All logistics and costs of these services will be handled by the Lancaster County Coroner's Office.
2. Lancaster County Coroner's Office will provide autopsy technician services for all cases.
3. Other services (including neuropathology and cardiac pathology) will be determined at a later date. The providers of these services will be agreed upon by Lancaster County Coroner's Office and Keystone Forensics. These services will either be billed directly to Lancaster County Coroner's Office or billed to Keystone Forensics, which will then bill the Lancaster County Coroner's Office at direct cost.

RESOLUTION NO. 32 of 2026

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to enter into Agreements of Sale for Agricultural Conservation Easements with the following property owners:

<u>Name/Township</u>	<u>Type of Easement</u>	<u>County Share</u>	<u>State Share</u>
J. Douglas Metzler and Jonelle L. Metzler 2010-007 Martic Township	Perpetual	\$237,607.70	\$0.00

The Commissioners certify that the J. Douglas Metzler and Jonelle L. Metzler farm, consisting of 95.82 acres, 88.33 of which is proposed for preservation, is located in the Agricultural Security Area of Martic Township.

<u>Name/Township</u>	<u>Type of Easement</u>	<u>County Share</u>	<u>State Share</u>
Joel L. Brandt and Kimberly K. Brandt 2020-007 Mount Joy Township	Perpetual	\$0.00	\$160,080.00

The Commissioners certify that the Joel L. Brandt and Kimberly K. Brandt farm, consisting of 41.27 acres, 40.02 of which is proposed for preservation, is located in the Agricultural Security Area of Mount Joy Township.

ADOPTED this _____ day of June 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST, to each:

Ray D'Agostino, Chairman

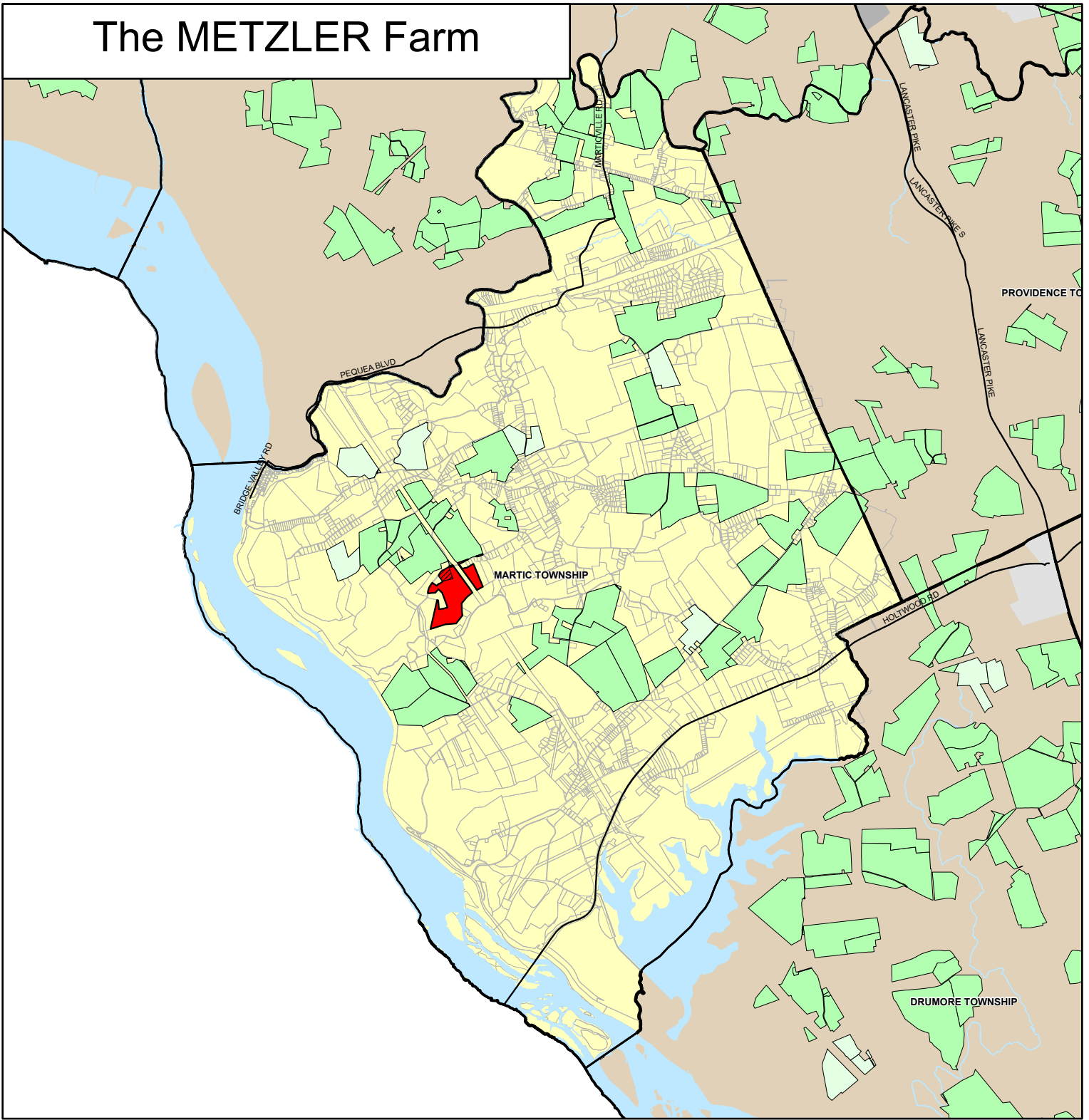
Lawrence M. George
County Administrator/Chief Clerk
County of Lancaster, PA

Joshua G. Parsons, Vice Chairman

Alice Yoder, Commissioner

Board of Commissioners,
Lancaster County, Pennsylvania

The METZLER Farm



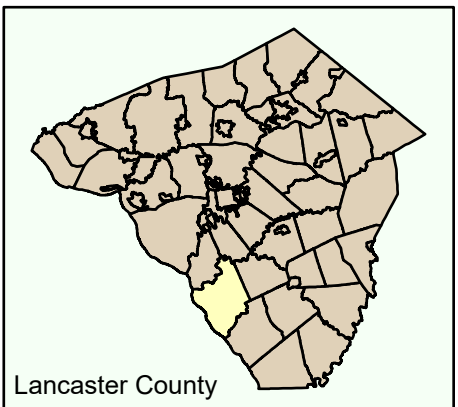
Features

METZLER Farm	Exclusion
Easements	Major Road
Applications	Minor Road
Water Feature	Parcel
Urban Growth Boundary	Selected Municipality
Village Growth Boundary	Surrounding Municipalities

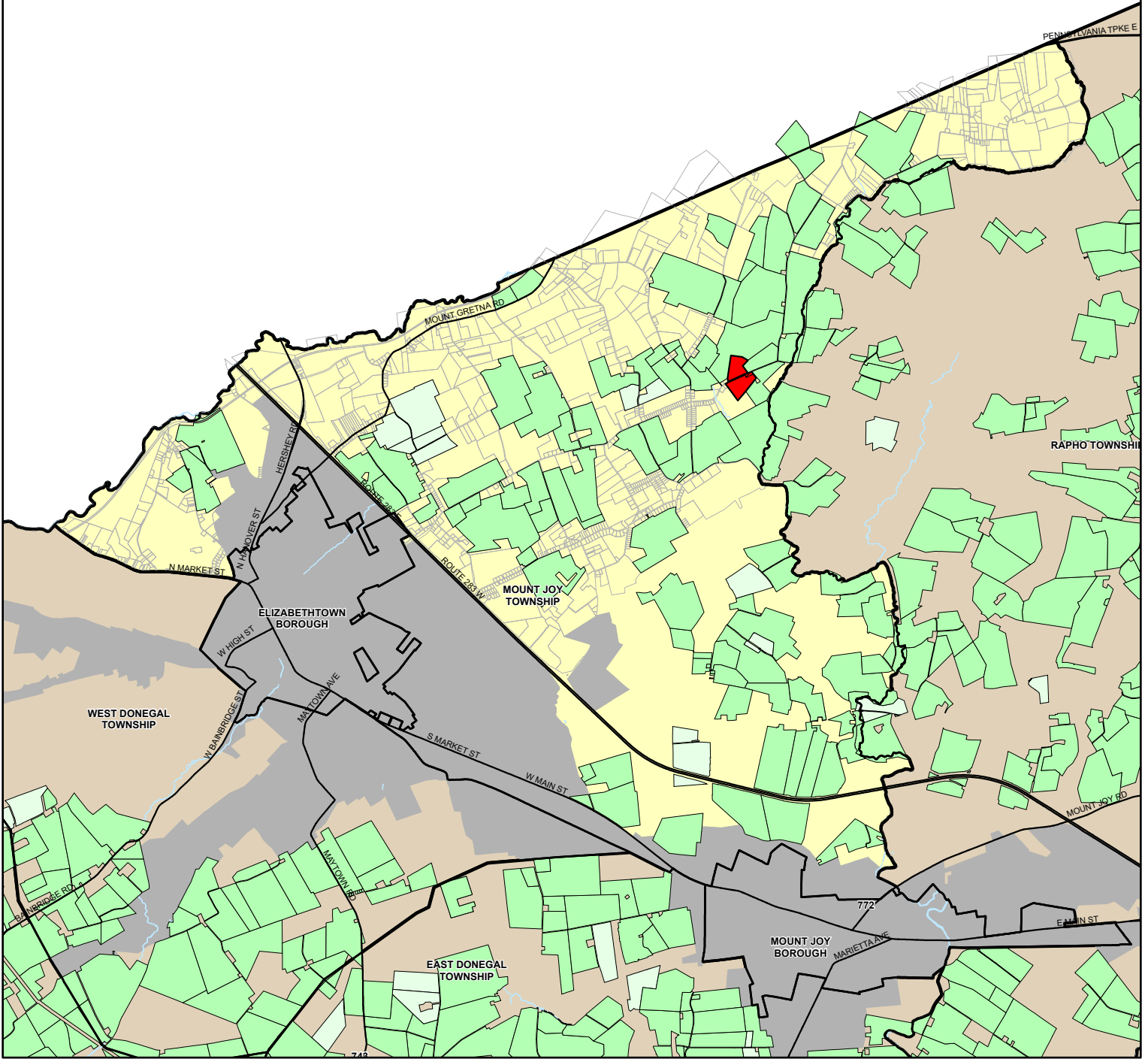
The METZLER Farm
430-58757-0-0000
Martic Township
2010-007 monitoring 2026

Farmland information furnished to the Lancaster County Agricultural Preserve Board, and contained in this data, was obtained from sources considered reliable and believed to be accurate. However, this information is not warranted, and no responsibility for the accuracy of this information is assumed by the Lancaster Agricultural Preserve Board or the Lancaster County Geographic Information Systems Department.

Produced by:
 Baer Kevin
 April 01, 2026



The BRANDT Farm



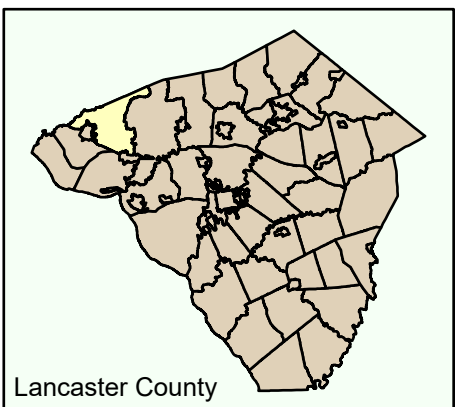
Features

BRANDT Farm	Exclusion
Easements	Major Road
Applications	Minor Road
Water Feature	Parcel
Urban Growth Boundary	Selected Municipality
Village Growth Boundary	Surrounding Municipalities

The BRANDT Farm
460-84539-0-0000
Mount Joy Township
2020-007 monitoring 2026

Farmland information furnished to the Lancaster County Agricultural Preserve Board, and contained in this data, was obtained from sources considered reliable and believed to be accurate. However, this information is not warranted, and no responsibility for the accuracy of this information is assumed by the Lancaster Agricultural Preserve Board or the Lancaster County Geographic Information Systems Department.

Produced by:
 Baer Kevin
 May 21, 2026



On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of Behavioral Health/Developmental Services (BH/DS), to approve the following:

Memorandum of:

Penn Medicine Lancaster General Health

Understanding With:

Lancaster, PA

Purpose:

To approve participation in Project SEARCH, which provides an opportunity for students with significant disabilities to experience an immersion in the workplace for one year as well as training opportunities while preparing for competitive integrated employment.

Term:

The position is for academic year 2026-2027 through the end of academic year 2031-2032 with the MOU annually renewing automatically for five years until 2030.

6/10/26



Administrative Memorandum - Roles and Responsibilities for Project SEARCH Beginning in the School Year 2026 and not to exceed School Year 2032

The Parties to this Administrative Memo (AM) – Roles and Responsibilities include Penn Medicine Lancaster General Health (LGH), Lancaster Lebanon Intermediate Unit 13 (IU13), the Office of Vocational Rehabilitation Services (OVR), and Lancaster County Behavioral Health and Developmental Services (LCBHDS). This unique program allows the participants to experience an immersion in the workplace for a period of one year. It provides an opportunity for students with significant disabilities to experience real life training opportunities while preparing for competitive integrated employment.

The Lancaster General Health site) has developed a partnership among Penn Medicine Lancaster General Health (LGH), Lancaster Lebanon Intermediate Unit 13 (IU13), the Office of Vocational Rehabilitation Services (OVR), and Lancaster County Behavioral Health and Developmental Services (LCBHDS).. Each partner will identify unique strategies, strengths, and resources they can share to facilitate the implementation and success of the program.

I. Purpose:

The Parties to this AM will collaborate and cooperate to create a High School Project SEARCH program at LGH for students with disabilities. The goal of this program is to foster and facilitate the acquisition of competitive, integrated employment for individuals with disabilities. This AM specifies the roles and responsibilities of the Parties as they work in partnership to increase employment opportunities for students with disabilities. The program will be titled "LGH - Project SEARCH". It is modeled after Project SEARCH at the Cincinnati Children's Hospital Medical Center in Cincinnati, Ohio.

II. Roles and Responsibilities:

The Project SEARCH model requires the delineation of roles and responsibilities in the following categories: host site partner, educational partner, community rehabilitation partner, state vocational rehabilitation agency, county MH/ID and identification of any overlapping responsibilities. The Parties agree to the following roles and responsibilities:

A. LGH as the host site partner will:

- i. provide classroom space either onsite or across the street from LGH with whiteboard or chalk board, small tables to be used as student work areas, chairs, locked cabinet for student files, computer connectivity, access to the Internet, instructor space (separate if possible) with telephone and computer with Internet access, office equipment, e.g., fax, and photocopy equipment, and other supplies available in the hospital;
- ii. provide a business liaison that is available on a regular basis to assist with job site development, introduction of Project SEARCH staff to LGH staff, marketing the program internally, and attending periodic meetings, etc.;

- iii. identify a maximum of 12 intern work sites and a mentor at each site for teaching worksite skills to the program participants;
- iv. provide access to hiring opportunities if a Project SEARCH participant is appropriate for an internal job opening;
- v. provide badges (if applicable) and access to employee parking for Project SEARCH staff;
- vi. provide direction and feedback to department managers who are supervising work sites for students so that they may provide positive and purposeful evaluations regarding the interns progress;
- vii. provide access to conference space for open houses as agreed to in advance;
- viii. provide assistance to the Project SEARCH staff through the marketing department, including marketing materials and public relations expertise; and
- ix. establish candidate's eligibility guidelines and select interns for program as a participating partner of the advisory committee.

B. IU13 as the Educational support will:

- i. provide a Special Education Instructor/Coordinator with school to work transition experience to coordinate/teach the program (funded by the local school district(s));
- ii. develop and provide curriculum and instructional materials that encompass self-advocacy, employability skills, health and wellness, financial literacy, job readiness and job development (the Project SEARCH Curriculum has already been approved by many Ohio school districts and is housed on the educational platform: www.schoology.com);
- iii. assist the skills trainer with development of internship, coordination and monitoring of intern activities;
- iv. assist with the facilitation of student recruitment activities;
- v. assist with the facilitation of family involvement activities;
- vi. establish student eligibility guidelines and select students for program as a participating partner of the advisory committee;
- vii. provide travel training for students as necessary before program begins;
- viii. provide and implement expertise in adaptations and accommodations;

- ix. provide student liability insurance;
- x. provide mileage reimbursement to teachers for family meetings and job development;
- xi. provide ongoing feedback to the Vocational Rehabilitation Counselor for each intern to allow for partial funding of job skills trainer and job development;
- xii. provide additional support for students if necessary, such as interpreter service, speech or occupational therapy, transportation, etc.;
- xiii. coordinate quarterly steering committee meetings with all partners to discuss and evaluate program progress;
- xiv. coordinate monthly employment planning meetings to discuss intern progress and invite family and all team members;
- xv. collect data on student placement outcomes, report to all partners and enter data into the Project SEARCH national data base;
- xvi. liaison with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model fidelity; and
- xvii. assist with public relation activities to promote Project SEARCH (Project SEARCH open house, flyers to schools and parents, local business outreach).

C. IU13 as the Skills Trainer Agency will:

- i. provide a supervisor to assist in coordinating the planning and implementation efforts and ensure that program is moving forward within the framework of the projected timeline;
- ii. provide skills trainer(s) to work with students on work sites throughout LGH;
- iii. collaborate with participating departments to identify intern work site opportunities for individuals with disabilities and perform job analyses;
- iv. assist Human Resources Staff and Project SEARCH Instructor at LGH to examine existing open positions and determine their applicability for individuals with disabilities and Project SEARCH interns;
- v. support the efforts of Human Resources Staff and Project SEARCH Instructor at LGH to predetermine high turnover, entry level support positions, or other applicable positions for proactive job analysis, and recommend pre-screened applicants to the host business;
- vi. assist with classroom set-up, curriculum development and work site rotation planning;

- vii. assist with potential intern recruitment activities;
- viii. establish intern eligibility guidelines and select interns for the program as a participating partner of the advisory committee;
- ix. provide travel training for interns, as necessary, before program begins;
- x. provide expertise and implementation in adaptations and accommodations;
- xi. work with OVR to obtain adaptations and accommodations, as necessary, and secure funding for skills training and job development;
- xii. provide education and training to LGH employees regarding the support to individuals with disabilities in the workplace as needed;
- xiii. attend quarterly steering committee meetings with team members from the partners to discuss and evaluate program progress;
- xiv. participate in interns' employment planning meetings;
- xv. assist with public relation activities to promote the Project SEARCH program; and
- xvi. liaison with Project SEARCH Headquarters at Cincinnati Children's Hospital for technical assistance, data collection and other issues related to model fidelity.

D. OVR will:

- i. subject to availability of funding, provide funding to Skills Trainer agency for OVR eligible individuals to participate in Project SEARCH at LGH;
- ii. provide expertise and assistance in adaptations and job accommodations;
- iii. establish potential intern eligibility guidelines and select interns for program as a participating partner of the advisory committee;
- iv. discuss OVR's closed order of selection and how that may affect interns that do not have an Individualized Plan for Employment (IPE) when ready to move into job development for a permanent job;
- v. attend steering committee meetings to discuss and evaluate program progress; and
- vi. participate in interns' employment planning meetings.

E. Lancaster County BHDS will:

- i. provide funding and support for individuals to participate in the LGH Project SEARCH contingent upon eligibility for services, individuals assessed and documented need and appropriateness for supports and availability of funding;
- ii. provide technical support regarding intake and eligibility requirements, as well as other intellectual disability system processes and procedures to individuals, families and project partners;
- iii. provide potential referrals to the program;
- iv. participate on the applicant review team; and
- v. monitor program performance data for county funded participants as required by the Office of Developmental Program.

F. All Parties identified in this document will:

- i. work as a team with other partners to identify available work sites and perform job analyses;
- ii. coordinate education and training to the LGH employees regarding disability employment information;
- iii. provide consistent retention/skills training staff from initial internships through successful community employment;
- iv. assist with program organization, planning, internship site development, and travel training for community employment;
- v. establish participant's eligibility guidelines and select participants for the program. as a participating partner of the advisory committee;
- vi. provide expertise in designing individual adaptations and accommodations, and work with OVR to provide funding when necessary;
- vii. attend monthly steering committee meetings with team members from the parties to this Agreement to discuss and evaluate program progress;
- viii. assist with public relation activities to promote the Project SEARCH program; and
- ix. liaison with Project SEARCH Headquarters at Cincinnati Children's Hospital for technical assistance, data collection and other issues related to model integrity.

III. Measurable Objectives:

All Parties will work collaboratively to:

- A. provide internship opportunities for 8-12 participants (per school year) with intellectual disabilities and developmental disabilities for the 2026-2032 school years.
- B. obtain competitive integrated employment in line with the individual's skills and interests, within a community setting where they will interact with the peers with and without disabilities for each intern that completes the program.
- C. develop internships sites for the program and continue to develop work sites as the program progresses.
- D. during the program year, publicize the collaboration and program activities with a minimum of two written materials and two public presentations.

IV. Period of Agreement:

The effective date of this AM will be last date of the signatures of all Parties. The AM will be renewed automatically for additional one-year periods for up to five years, unless one of the partner entities provides notice of the need for changes in the agreement or an identified partner withdraws from the program. Notwithstanding anything in this AM to the contrary, a party may terminate this AM at any time by providing the other parties with at least 30 days written notice of termination. Additionally, a party may terminate this AM immediately in the event of the breach of any term of this AM by providing the other parties with written notice of termination.

V. Limitation of Agreement:

It is understood among the parties that this Agreement is not a contract and is not legally binding.

VI. Relationship of Parties:

No agent or employee of any party shall be deemed an agent or employee of the other party. A party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This agreement is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third-party beneficiaries.

This Administrative Memorandum cannot be modified or changed without an Amendment signed by all parties.

The person signing this Administrative Memorandum on behalf of either party individually warrants that he or she has full legal power to execute this Administrative Memorandum on behalf of their organization.

Signatures/Titles:

Dr. DMSchall

04/08/2026

Lancaster Lebanon Intermediate Unit 13 Executive Director or Designee

Date

Vicky L Brallier

04/23/2026

Vicky L Brallier (Apr 23, 2026 14:27:34 EDT)

LGH, Manager of Volunteer Services

Date

LCBHDS, Executive Director MH/IDD

Date

For the Office of Vocational Rehabilitation

[Handwritten Signature]

5/10/2026

Executive Director PA Office of Vocational Rehabilitation

Date

MARKETPLACE-PADEPTOFLABOR-CID41219

Final Audit Report

2026-04-08

Created:	2026-04-07
By:	
Status:	Signed
Transaction ID:	CBJCHBCAABAAGSA8QS5FF3G6bR-d-ZbLDcFs7VEtBEhf

"MARKETPLACE-PADEPTOFLABOR-CID41219" History



Document created by Joline Ross

2026-04-07 - 7:13:22 PM GMT- IP address: 206.82.16.253



Document emailed to Diane Janney Schall for signature

2026-04-07 - 7:15:00 PM GMT



Email viewed by Diane Janney Schall

2026-04-08 - 1:24:12 PM GMT- IP address: 206.82.16.242



Document e-signed by Diane Janney Schall Signature Date: 2026-04-08 - 1:33:31

PM GMT - Time Source: server- IP address: 206.82.16.242



Agreement completed.

2026-04-08 - 1:33:31 PM GMT

MARKETPLACE-PADEPTOFLABOR-CID41219

Interim Agreement Report


2026-05-08


Created:	2026-04-17
By:	Joline Ross
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAuwN-aHIH8KfRYRSYdzV8bqmm_xyFhXaP


Agreement History


Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.


"MARKETPLACE-PADEPTOFLABOR-CID41219" History


-  Document created by Joline Ross ()
2026-04-17 - 6:16:40 PM GMT- IP address: 206.82.28.62


-  Document emailed to for signature
2026-04-17 - 6:20:42 PM GMT


-  Email viewed by
2026-04-20 - 7:29:14 PM GMT- IP address: 18.204.175.94


-  Email viewed by
2026-04-21 - 6:37:28 PM GMT- IP address: 72.153.231.4

-  Email viewed by
2026-04-23 - 6:26:43 PM GMT- IP address: 104.47.73.126

-  Signer v entered name at signing as Vicky L Brallier
2026-04-23 - 6:27:32 PM GMT- IP address: 170.122.0.5


-  Document e-signed by Vicky L Brallier
Signature Date: 2026-04-23 - 6:27:34 PM GMT - Time Source: server- IP address: 170.122.0.5

-  Document emailed to for signature
2026-04-23 - 6:27:36 PM GMT


-  Email viewed by m
2026-04-23 - 6:27:42 PM GMT- IP address: 51.54.38.120



Powered by
Adobe
Acrobat Sign

 Email viewed by

2026-04-25 - 6:30:49 PM GMT- IP address: 51.54.38.120

 Email viewed by

2026-04-27 - 6:31:38 PM GMT- IP address: 51.54.38.112

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of Behavioral Health/Developmental Services (BH/DS), to approve the following for children & individuals being served by Early Intervention:

<u>Renewal Agreements With:</u>	<u>For:</u>	<u>Amount</u>	<u>% Increase/ Decrease</u>
Bilingual Conexion York, PA	Translation & interpretation services.	\$160,272.00	-0.005%
Billings Bilingual, LLC Lancaster, PA	Language translation services	\$26,825.00	+6.07%
Behavioral Healthcare Corp. Lancaster, PA	Mobile mental health therapy & mobile social rehabilitation & psychiatric nursing services	\$335,783.00	+6.36%
Recovery InSight Lancaster, PA	Peer Support Services & Peer-Run Warmline	\$218,000.00	+4.55%
WeeTalk Speech & Language Services Reading, PA	Occupational, speech, physical therapy, speech pathology & special instruction services.	\$159,421.55	+0.04%
Your Language Connection, LLC Lancaster, PA	Translation & Interpretation services from birth to 3 years	\$143,750.00	+26.93%
VisionCorps Lancaster, PA	Vision services & special instruction services.	\$27,392.03	+0.15%
Cerebral Palsy Association Of Chester County, Inc. Exton, PA	Occupational, speech, physical therapy & family instruction/coaching	\$33,657.51	+0.04%
Connections – Early Intervention & Supports York, PA	Occupational, speech, physical therapy & special instruction services.	\$45,539.78	+0.02

NOTES: All terms are for the period July 1, 2026 through June 30, 2027.

All other contracts are 90% State Base Funding and 10% County Funding, except for Behavioral Healthcare Corporation and Recovery InSight, which are funded by the Human Services Block Grant.

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Children and Youth Agency, to approve a Letter of Intent and Memorandum of Understanding between the Lancaster County Court of Common Pleas and the Children & Youth Agency for the purpose of receiving Title IV-E reimbursement of administrative costs of independent legal representation of children, youth and parents in dependency proceedings from the Office of Children, Youth and Families (OCYF).

6/10/26

**Title IV-E Reimbursement of Administrative Costs of Independent
Legal Representation of Children, Youth and Parents in Dependency Proceedings**

Letter of Intent

This letter is to inform the Office of Children, Youth and Families (OCYF) of the County of Lancaster’s intent to renew the Memorandum of Understanding effective **7/1/25** between the **Lancaster County Children and Youth Agency** and **Lancaster County Court of Common Pleas/Court Administration** for the purpose of receiving Title IV-E reimbursement of administrative costs of independent legal representation of children, youth and/or parents in dependency proceedings.

All parties have reviewed the requirements outlined in OCYF’s Special Transmittal titled “Title IV-E Reimbursement of Administrative Costs of Independent Legal Representation of Children, Youth and Parents in Dependency Proceedings”. All efforts will be made to ensure that actual and allowable costs are billed to the Title IV-E program in accordance with federal statute, regulations, and the terms and conditions of the federal award.

The yearly budget for parent representation in dependency proceedings is **\$350,000**.

Any “savings” resulting from receipt of Title IV-E funds for allowable costs will be reinvested to provide high-quality legal representation to children, youth and/or parents in dependency proceedings.

SIGNATURES:

County Commissioners

Ray D’Agostino

_____	_____	_____
Printed Name	Signature	Date

Joshua G. Parsons

_____	_____	_____
Printed Name	Signature	Date

Alice Yoder

_____	_____	_____
Printed Name	Signature	Date

Memorandum of Understanding

This Memorandum of Understanding (MOU) is hereby made and entered into by

Lancaster County Children and Youth Agency and Lancaster County Court of Common Pleas/Court Administration, effective 7/1/25.

A. PURPOSE

The purpose of this MOU is to establish the basis of a relationship between the **Lancaster County Children and Youth Agency** and **Lancaster County Court of Common Pleas/Court Administration**, whereby the **Lancaster County Court of Common Pleas/Court Administration** may receive Title IV-E reimbursement of administrative costs of the independent legal representation of children, youth, parents and/or relative caregivers in dependency proceedings.

This agreement specifies how and under what conditions the **Lancaster County Court of Common Pleas/Court Administration** may be reimbursed by **Lancaster County Children and Youth Agency** for a portion of the costs incurred in providing such services.

B. BACKGROUND

The Administration for Children and Families Children's Bureau issued revised and new policies to allow child welfare agencies to claim Federal Financial Participation (FFP) for administrative costs of independent legal representation provided by an attorney under section 474(a)(3) of the Social Security Act and 45 CFR 1356.60(c). FFP is now available at 50% for attorneys to provide independent legal representation for the child welfare agency, a child/youth who is a candidate for Title IV-E foster care or in foster care, and the child/youth's parents to prepare for and participate in all stages of foster care related legal proceedings (referred to as dependency proceedings throughout this document).

C. ROLES AND RESPONSIBILITIES:

The Lancaster County Court of Common Pleas/Court Administration shall:

- Provide and oversee the delivery of high quality, standards-based, independent legal representation to children, youth and/or parents in dependency proceedings.
- Ensure contract attorneys have required training hours and evaluate their performance. Under ABA standards, attorneys practicing child welfare law are recommended to receive a minimum number of child welfare law training hours before receiving appointments and each year thereafter. The ABA standards provide practice guidance to ensure attorneys represent their clients ethically¹;
- Maintain a listing of all children, youth and/or parents served in dependency proceedings during the reporting period.

²https://www.americanbar.org/groups/public_interest/child_law/resources/child_law_practiceonline/child_law_practice/vol_31/march_2012/the_judge_s_roleinensuringqualityrepresentationforparents/#:~:text=The%20ABA%2

Title IV-E Reimbursement of Administrative Costs of Independent

- Maintain an accurate record of the actual costs incurred by providing independent legal representation to children, youth and/or parents in dependency proceedings.

Allowable costs may include the attorney's actual salary and benefits when the attorney is solely dedicated to representing children, youth and/or parents in dependency proceedings. Otherwise, a portion of the attorney's costs, and costs for paralegals, investigators, peer partners, social workers, and office support staff that support an attorney providing independent legal representation for children, youth and/or parents in dependency proceedings and for overhead expenses may be considered to the extent that they are necessary to support an attorney in providing independent legal representation to children, youth and/or parents in dependency proceedings. In other words, the agency will need to allocate such costs to ensure that the Title IV-E program is charged its proportionate share of costs. The costs must be consistent with federal cost principles per 45 CFR Part 75 Subpart E.

- Submit within 15 days of the end of each quarter a summary of the actual costs incurred and the basis upon which any proportionate share of costs is determined in a format that is acceptable to **Lancaster County Children and Youth Agency**. The report must separately account for the costs associated with representing children, youth and/or parents in dependency proceedings where the child is already in foster care from those where the child is residing at home with a parent or caregiver and include the unduplicated number of children, youth and/or parents represented in dependency proceedings by placement status per month.
- Retain records that support or document the actual costs reported on the quarterly report. Records must support tracing funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations and the terms and conditions of the federal award. These records shall be maintained for a period of five years after termination of services to the child, youth and/or parent represented in dependency proceedings and made available to the **Lancaster County Children and Youth Agency** and the Department of Human Services upon request.
- Verify that funds used to match the federal Title IV-E funds are sourced from state or local appropriated funds or donated funds. Other federal funds or third-party in-kind expenditures (or contributions) may not be used as a match.

The Lancaster County Children and Youth Agency shall:

- Review the costs submitted by the **Lancaster County Court of Common Pleas/Court Administration** on a quarterly basis for allowability and accuracy.
- Prepare and submit the request for Title IV-E reimbursement of administrative costs of legal representation for children, youth and/or parents in dependency proceedings on a quarterly basis.
- Reimburse the **Lancaster County Court of Common Pleas/Court Administration** for the Title IV-E allowable expense for legal representation of children, youth and/or parents in dependency proceedings within 30 days of county receipt of payment.

Title IV-E Reimbursement of Administrative Costs of Independent

Allowable expenditures will be determined by applying the Title IV-E Foster Care penetration rate for the quarter to the total eligible costs associated with representing children, youth and/or parents in dependency proceedings where the child is already in foster care and those where the child is residing at home with a parent or caregiver. The penetration rate is derived by dividing the number of Title IV-E eligible children in foster care by the total number of children in foster care.

- Provide **Lancaster County Court of Common Pleas/Court Administration** with the information needed to ensure that the Title IV-E funds are accessed in accordance with federal statutes, laws and regulations; and
- Meet the requirements established in CFR § 200.331.

D. DISALLOWED COSTS AND PAYMENT RECOVERY

- If costs claimed by the **Lancaster County Court of Common Pleas/Court Administration** are determined to be unallowable as the result of a county, state or federal audit because they were not directly attributable to the cost of representing children, youth and/or parents in dependency proceedings, or they were not supported by appropriate records, the costs must be repaid by the **Lancaster County Court of Common Pleas/Court Administration** to the **Lancaster County Children and Youth Agency** within 30 days of written notice.
- If the **Lancaster County Court of Common Pleas/Court Administration** fails to repay the **Lancaster County Children and Youth Agency** within 30 days, the amount owed may be automatically deducted from any future payments.
- **Lancaster County Children and Youth Agency** is responsible for returning funds to the federal government.

E. CONFIDENTIALITY

Lancaster County Children and Youth Agency and **Lancaster County Court of Common Pleas/Court Administration** agree that client information will be kept confidential and will be treated confidentially in accordance with applicable state and federal laws.

F. TERM OF AGREEMENT

This agreement is effective on **7/1/25** and shall terminate **6/30/26**.

G. TERMINATION OF AGREEMENT

This MOU may be terminated by either party with a minimum of 30 days advanced notice. If the federal funds relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, the **Lancaster County Children and Youth Agency** may terminate this Agreement by providing written notice to the attorneys and agencies providing representation under this Agreement.

Title IV-E Reimbursement of Administrative Costs of Independent

H. SIGNATURES

The parties have executed this agreement on the date written below.

Lancaster County Court of Common Pleas/Court Administration:

Name: Annie Flaud

Signature: Annie L Flaud

Title: Court Administrator

Date: 5/20/2026

Chief Clerk on Behalf of the County Children and Youth Agency:

Name: Lawrence George

Signature: _____

Title: Chief Clerk

Date: _____

**Title IV-E Reimbursement of Administrative Costs of Independent
Legal Representation of Children, Youth and Parents in Dependency Proceedings**

Letter of Intent

This letter is to inform the Office of Children, Youth and Families (OCYF) of the County of Lancaster’s intent to renew the Memorandum of Understanding effective 7/1/26 between the **Lancaster County Children and Youth Agency** and **Lancaster County Court of Common Pleas/Court Administration** for the purpose of receiving Title IV-E reimbursement of administrative costs of independent legal representation of children, youth and/or parents in dependency proceedings.

All parties have reviewed the requirements outlined in OCYF’s Special Transmittal titled “Title IV-E Reimbursement of Administrative Costs of Independent Legal Representation of Children, Youth and Parents in Dependency Proceedings”. All efforts will be made to ensure that actual and allowable costs are billed to the Title IV-E program in accordance with federal statute, regulations, and the terms and conditions of the federal award.

The yearly budget for parent representation in dependency proceedings is \$350,000.

Any “savings” resulting from receipt of Title IV-E funds for allowable costs will be reinvested to provide high-quality legal representation to children, youth and/or parents in dependency proceedings.

SIGNATURES:

County Commissioners

Ray D’Agostino

_____	_____	_____
Printed Name	Signature	Date

Joshua G. Parsons

_____	_____	_____
Printed Name	Signature	Date

Alice Yoder

_____	_____	_____
Printed Name	Signature	Date

Title IV-E Reimbursement of Administrative Costs of Independent

Lancaster County Court of Common Pleas/Court Administration

District Court Administrator

Annie Flaud



5/20/2026

Printed Name

Signature

Date

President Judge/Designee:

President Judge

Leonard G. Brown, III



May 20, 2026

Printed Name

Signature

Date

County Children and Youth Agency Administrator:

Crystal A. Natan

Printed Name

Signature

Date

Memorandum of Understanding

This Memorandum of Understanding (MOU) is hereby made and entered into by

Lancaster County Children and Youth Agency and Lancaster County Court of Common Pleas/Court Administration, effective 7/1/26.

A. PURPOSE

The purpose of this MOU is to establish the basis of a relationship between the **Lancaster County Children and Youth Agency** and **Lancaster County Court of Common Pleas/Court Administration**, whereby the **Lancaster County Court of Common Pleas/Court Administration** may receive Title IV-E reimbursement of administrative costs of the independent legal representation of children, youth, parents and/or relative caregivers in dependency proceedings.

This agreement specifies how and under what conditions the **Lancaster County Court of Common Pleas/Court Administration** may be reimbursed by **Lancaster County Children and Youth Agency** for a portion of the costs incurred in providing such services.

B. BACKGROUND

The Administration for Children and Families Children's Bureau issued revised and new policies to allow child welfare agencies to claim Federal Financial Participation (FFP) for administrative costs of independent legal representation provided by an attorney under section 474(a)(3) of the Social Security Act and 45 CFR 1356.60(c). FFP is now available at 50% for attorneys to provide independent legal representation for the child welfare agency, a child/youth who is a candidate for Title IV-E foster care or in foster care, and the child/youth's parents to prepare for and participate in all stages of foster care related legal proceedings (referred to as dependency proceedings throughout this document).

C. ROLES AND RESPONSIBILITIES:

The Lancaster County Court of Common Pleas/Court Administration shall:

- Provide and oversee the delivery of high quality, standards-based, independent legal representation to children, youth and/or parents in dependency proceedings.
- Ensure contract attorneys have required training hours and evaluate their performance. Under ABA standards, attorneys practicing child welfare law are recommended to receive a minimum number of child welfare law training hours before receiving appointments and each year thereafter. The ABA standards provide practice guidance to ensure attorneys represent their clients ethically¹;

²https://www.americanbar.org/groups/public_interest/child_law/resources/child_law_practiceonline/child_law_practice/vol_31/march_2012/the_judge_s_roleinensuringqualityrepresentationforparents/#:~:text=The%20ABA%2

Title IV-E Reimbursement of Administrative Costs of Independent

- Maintain a listing of all children, youth and/or parents served in dependency proceedings during the reporting period.
- Maintain an accurate record of the actual costs incurred by providing independent legal representation to children, youth and/or parents in dependency proceedings.

Allowable costs may include the attorney's actual salary and benefits when the attorney is solely dedicated to representing children, youth and/or parents in dependency proceedings. Otherwise, a portion of the attorney's costs, and costs for paralegals, investigators, peer partners, social workers, and office support staff that support an attorney providing independent legal representation for children, youth and/or parents in dependency proceedings and for overhead expenses may be considered to the extent that they are necessary to support an attorney in providing independent legal representation to children, youth and/or parents in dependency proceedings. In other words, the agency will need to allocate such costs to ensure that the Title IV-E program is charged its proportionate share of costs. The costs must be consistent with federal cost principles per 45 CFR Part 75 Subpart E.

- Submit within 15 days of the end of each quarter a summary of the actual costs incurred and the basis upon which any proportionate share of costs is determined in a format that is acceptable to **Lancaster County Children and Youth Agency**. The report must separately account for the costs associated with representing children, youth and/or parents in dependency proceedings where the child is already in foster care from those where the child is residing at home with a parent or caregiver and include the unduplicated number of children, youth and/or parents represented in dependency proceedings by placement status per month.
- Retain records that support or document the actual costs reported on the quarterly report. Records must support tracing funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations and the terms and conditions of the federal award. These records shall be maintained for a period of five years after termination of services to the child, youth and/or parent represented in dependency proceedings and made available to the **Lancaster County Children and Youth Agency** and the Department of Human Services upon request.
- Verify that funds used to match the federal Title IV-E funds are sourced from state or local appropriated funds or donated funds. Other federal funds or third-party in-kind expenditures (or contributions) may not be used as a match.

The Lancaster County Children and Youth Agency shall:

- Review the costs submitted by the **Lancaster County Court of Common Pleas/Court Administration** on a quarterly basis for allowability and accuracy.
- Prepare and submit the request for Title IV-E reimbursement of administrative costs of legal representation for children, youth and/or parents in dependency proceedings on a quarterly basis.

Title IV-E Reimbursement of Administrative Costs of Independent

- Reimburse the **Lancaster County Court of Common Pleas/Court Administration** for the Title IV-E allowable expense for legal representation of children, youth and/or parents in dependency proceedings within 30 days of county receipt of payment.

Allowable expenditures will be determined by applying the Title IV-E Foster Care penetration rate for the quarter to the total eligible costs associated with representing children, youth and/or parents in dependency proceedings where the child is already in foster care and those where the child is residing at home with a parent or caregiver. The penetration rate is derived by dividing the number of Title IV-E eligible children in foster care by the total number of children in foster care.

- Provide **Lancaster County Court of Common Pleas/Court Administration** with the information needed to ensure that the Title IV-E funds are accessed in accordance with federal statutes, laws and regulations; and
- Meet the requirements established in CFR § 200.331.

D. DISALLOWED COSTS AND PAYMENT RECOVERY

- If costs claimed by the **Lancaster County Court of Common Pleas/Court Administration** are determined to be unallowable as the result of a county, state or federal audit because they were not directly attributable to the cost of representing children, youth and/or parents in dependency proceedings, or they were not supported by appropriate records, the costs must be repaid by the **Lancaster County Court of Common Pleas/Court Administration** to the **Lancaster County Children and Youth Agency** within 30 days of written notice.
- If the **Lancaster County Court of Common Pleas/Court Administration** fails to repay the **Lancaster County Children and Youth Agency** within 30 days, the amount owed may be automatically deducted from any future payments.
- **Lancaster County Children and Youth Agency** is responsible for returning funds to the federal government.

E. CONFIDENTIALITY

Lancaster County Children and Youth Agency and **Lancaster County Court of Common Pleas/Court Administration** agree that client information will be kept confidential and will be treated confidentially in accordance with applicable state and federal laws.

F. TERM OF AGREEMENT

This agreement is effective on **7/1/26** and shall terminate **6/30/27**.

G. TERMINATION OF AGREEMENT

This MOU may be terminated by either party with a minimum of 30 days advanced notice. If the federal funds relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, the **Lancaster County Children and Youth Agency** may

Title IV-E Reimbursement of Administrative Costs of Independent

terminate this Agreement by providing written notice to the attorneys and agencies providing representation under this Agreement.

H. SIGNATURES

The parties have executed this agreement on the date written below.

Lancaster County Court of Common Pleas/Court Administration:

Name: Annie Flaud

Signature: Annie L Flaud

Title: Court Administrator

Date: 5/20/206

County Chief Clerk on behalf of County Children and Youth Agency:

Name: Lawrence George

Signature: _____

Title: Chief Clerk

Date: _____

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Office of Aging, to approve the following:

Renewal Agreement With:

PA Department of Aging
Harrisburg, PA

Purpose:

To provide funding for low-income seniors to purchase fresh fruits and vegetables directly from farmers' markets through the Senior Farmers' Market Nutrition Program.

Amount/Term:

\$2,750.00 for the period October 1, 2025 through September 30, 2026.

Funding:

State funding.

6/10/26

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Office of Aging, to approve the following for Fiscal Years 2026/2029:

<u>Agreements With:</u>	<u>For:</u>	<u>Amounts:</u>
A-I Independent Living Services Lancaster, PA	In-Home Services: Personal Care/Home Support	\$32.00/hour
Aurora Home Care Lancaster, PA	In-Home Services: Personal Care/Home Support	\$23.25/hour
Bloom Pediatric and Adult Health Services, LLC Mount Penn, PA	In-Home Services: Personal Care/Home Support	\$28.00/hour
CareGivers America, LLC Clarks Summit, PA	In-Home Services: Personal Care/Home Support	\$25.00/hour
Companion Care of Lancaster Inc. dba Comfort Keepers Lancaster, PA	In-Home Services: Personal Care/Home Support	\$27.00/hour
County Homemakers, Inc. dba Arcadia Home Care & Staffing Downers Grove, IL	In-Home Services: Personal Care/Home Support	\$30.00/hour
EFCC Acquisition Corp. dba Extended Family Care Lancaster, PA	In-Home Services: Personal Care/Home Support Home Health Aide LPN RN	\$30.80/hour \$30.80/hour \$45.00/hour \$50.00/hour
Ideal Companion Home Care LLC Lancaster, PA	In-Home Services: Personal Care/Home Support	\$35.00/hour
Landis HCBS, LLC dba Landis At Home Lititz, PA	In-Home Services: Personal Care/Home Support	\$36.10/hour
Mama816 LLC dba Home Helpers Home Care of Downingtown Exton, PA	In-Home Services: Personal Care/Home Support	\$33.00/hour
MedStaffers LLC Carlisle, PA	In-Home Services: Personal Care/Home Support	\$23.50/hour

<u>Agreements With:</u>	<u>For:</u>	<u>Amounts:</u>
NMR Blenheim, LLC dba ComForCare Home Care Denver, PA	In-Home Services: Personal Care/Home Support	\$26.00/hour
Promize Home and Health Care, LLC Lancaster, PA	In-Home Services: Personal Care/Home Support	\$36.10/hour
Precise Point, Inc. dba Unique Aid Lansdale, PA	In-Home Services: Personal Care/Home Support Home Health Aide LPN RN	\$28.36/hour \$30.52/hour \$45.00/hour \$55.00/hour
Warm Hearts Home Care Services West Reading, PA	In-Home Services: Personal Care/Home Support Home Health Aide	\$33.00/hour \$32.00/hour

Note: All agreements are funded from the State Aging Block Grant and the terms are for a base period of three years, July 1, 2026 through June 30, 2029, with two one-year options to extend.

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Office of Aging, to approve the following for Fiscal Year 2026/2027:

<u>Agreements With:</u>	<u>For:</u>	<u>Amounts:</u>
Nutrition, Inc. (PCN) Irwin, PA	Congregate Meals for Senior Centers	
	Option 1 – Hot Meal	\$6.12/meal
	Frozen Meal	\$6.15/meal
	Option 2 – Hot Meal	\$6.12/meal
	Prepackaged Entrée Salad/ Sandwich Meal	\$6.15/meal
	Frozen Meal	\$6.33/meal
	Supplemental Food & Paper Items	\$31,170.00
	Emergency Food Boxes	
	Option 1	\$4.12/box
	Option 2	\$5.75/box
Spanish American Civic Association For Equality, Inc. Lancaster, PA	Hispanic Senior Community Center	\$116,125.00/year
	Weekday Morning Meal Rate	\$1.89
	Weekday Lunch Meal Rate	\$4.42
Community Action Partnership of Lancaster County Lancaster, PA	Columbia Senior Community Center	\$114,500.00/year
Community Action Partnership of Lancaster County Lancaster, PA	Southeast Lancaster City Area Senior Community Center	\$98,000.00/year
Ephrata Area Rehab Services Ephrata, PA	Lititz Senior Community Center	\$83,356.00/year
Greater Elizabethtown Area Recreation & Community Services Elizabethtown, PA	Elizabethtown Senior Community Center	\$96,909.00/year
Lancaster Recreation Commission Lancaster, PA	West Lancaster Senior Community Center	\$95,265.28/year
Next Gen Services, Inc. Quarryville, PA	Solanco Area Senior Community Center	\$93,978.00/year
ADT, LLC Palm Harbor, FL	PERS Basic (Landline, Cellular, Mobile GPS)	\$17.50/month
	PERS Enhanced (Cellular with Fall Detection, Mobile GPS with Fall Detection)	\$22.50/month

6/10/26

<u>Agreements With:</u>	<u>For:</u>	<u>Amounts:</u>
Automated Security Alert, Inc. dba STAAR Alert Munhall, PA	PERS Basic (In-Home Landline, In-Home Cellular)	
	PERS Enhanced (In-Home Landline with Fall Detection, In-Home Cellular with Fall Detection, Mobile GPS, Mobile GPS with Fall Detection)	\$26.50/month
	Medication Dispenser (Locking Medication Dispenser with Automated Monitoring)	\$36.50/month
	Medication Dispenser (Locking Medication Dispenser with Live Monitoring)	\$50.00/month
Connect America.com, LLC Broomall, PA	PERS Basic (Landline, Cellular)	\$80.00/month
	PERS Enhanced (Cellular with Fall Detection, Mobile GPS, Mobile GPS with Fall Detection)	\$18.00/month
	Medication Dispenser (MedReady Landline with Automated Monitoring)	\$23.00/month
	Medication Dispenser (MedReady Cellular with Automated Monitoring)	\$30.00/month
Lifeline Systems Company Cambridge, MA	PERS Basic (Landline, Cellular, Cellular with Fall Detection, Fall Detection, Mobile GPS with Fall Detection)	\$25.00/month
Responselink LLC dba Alert1 Response Williamsport, PA	PERS Basic (Landline, Landline with Fall Detection)	\$15.95/month
	PERS Enhanced (Cellular, Cellular with Fall Detection, Mobile GPS, Mobile GPS with Fall Detection)	\$20.95/month
Valued Relationships, Inc. Franklin, OH	PERS Basic (Landline/Digital PERS, Landline/Digital PERS with Fall Detection)	\$25.00/month
	PERS Enhanced (In-Home Cellular, In-Home Cellular with Fall Detection, Mobile Basic, Mobile Plus with Fall Detection, Mobile Basic-Wristband, Mobile Plus with Fall Detection-Wristband)	\$29.00/month
	Medication Dispenser (MedReady without Monitoring)	\$25.00/month
	Medication Dispenser (MedReady with Monitoring)	\$30.00/month

Note: All agreements are funded from the State Aging Block Grant and the terms are extensions for a one-year period, July 1, 2026 through June 30, 2027. Increase of 3.9% to the rates for meals provided at Senior Community Centers (Nutrition Inc and Spanish American Civic Association for Equality).

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of Information Technology, to approve the following:

Renewal Agreement With:

Center for Internet Security, Inc.
East Greenbush, NY

Purpose:

To renew CIS managed detection and response antivirus which protect County servers and computers from cybersecurity threats.

Amount/Term:

\$116,400.00 a one-year period from June 14, 2026 through June 13, 2027.
Decrease of \$18,600.00, 13.78%.

Funding:

IT budget.
Sole Source: this contract involves computer software which, pursuant to the County Code, 16 P.S. Section 1802(h)(9), does not require advertising, bidding, or price quotations.

6/10/26

CIS (CENTER FOR INTERNET SECURITY) - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP.



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VA 20190
 PHONE: (703) 871-8500 | FAX: (703) 871-8505 | TOLL FREE: (888) 66-CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Russ Hauser
 Ciso
 Lancaster County
 150 N Queen St
 Lancaster, PA 17603 USA

FROM: Dylan Roderick
 CIS (Center for Internet Security) Team
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, VA 20190

EMAIL: [REDACTED]

EMAIL: [REDACTED]

PHONE: [REDACTED]

PHONE: [REDACTED]

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 65162531
QUOTE DATE: 05/22/2026
QUOTE EXPIRES: 06/21/2026
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$116,400.00
TOTAL QUOTE: \$116,400.00

LINE NO.	PART NO.	DESCRIPTION	RATE PER	NO. S	QTY	EXTENDED PRICE
1	CIS-MDR-ADV-CS-CISS	CIS Managed Detection and Response MDR - CS GovCloud - List price is per endpoint, per month - Sold in 12 month increments Center for Internet Security - CIS-MDR-ADV-CS-CISS Start Date: 06/14/2026 End Date: 06/13/2027	RATE: \$4.85	12	OM 2,000	\$116,400.00
SUBTOTAL:						\$116,400.00
TOTAL PRICE:						\$116,400.00
TOTAL QUOTE:						\$116,400.00

ATTENTION - Due to ongoing global supply chain challenges impacting the microelectronics and semiconductor sectors, pricing volatility is expected to persist through 2026. Hardware and related support/services costs are projected to rise steadily throughout the year. Any expired quotes must be refreshed prior to purchase, and we strongly recommend placing orders promptly to lock in current pricing.

Please send all Purchase Orders to OMTeam@Carahsoft.com to ensure they are received and processed in a timely manner.

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Purchasing Department and the Lancaster County Cooperative Purchasing Board, to approve the following:

Agreement With:

Jerome H. Rhoads, Inc
dba Rhoads Energy
Lancaster, PA

Purpose:

For bulk delivery of petroleum and bio-diesel fuels for the County of Lancaster and the Lancaster County Cooperative Purchasing Board.

Amount/Term:

\$73,027.08 for the period July 1, 2026 through June 30, 2027.

The County portion is \$3,720.00

This contract does not control the per gallon rack price for fuel. It fixes the markup cost associated with the delivery of the fuel.

Decrease of \$3,543.92, 4.95%, due to markup cost.

Funding:

General Services budget.

6/10/26

BULK DELIVERY of PETROLEUM and BIO-DIESEL FUELS AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the COUNTY OF LANCASTER (hereinafter "the COUNTY") a class 2A county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and Jerome H. Rhoads Inc., dba Rhoads Energy (hereinafter "CONTRACTOR") whose principal address is 205 Hazel Street, Lancaster, PA 17603.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide BULK DELIVERY of PETROLEUM and BIO-DIESEL FUELS at the invitation of the COUNTY including but not limited to those described in Section 3 of the Invitation for Bid (26-004).
2. **COMPENSATION.** The COUNTY agrees to pay CONTRACTOR for the services listed in this Agreement at the rate and in the manner indicated in CONTRACTOR's executed and accepted Bid. Said payment shall be the total compensation paid by the COUNTY to CONTRACTOR, including all related incidental work thereto.
3. **REPRESENTATIONS.** CONTRACTOR further agrees to the following:
 - a. CONTRACTOR shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc.
 - b. CONTRACTOR agrees to comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use, and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
 - c. CONTRACTOR, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to CONTRACTOR by the COUNTY. CONTRACTOR agrees to be solely responsible for the withholding and payment of such taxes.
 - d. CONTRACTOR, its agents, employees, directors, and officers shall not be covered by the COUNTY'S workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damages to the CONTRACTOR.
 - e. CONTRACTOR shall not assign its rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.
 - f. In order to protect the COUNTY'S goodwill, CONTRACTOR, its agents, employees, and officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so

as not to reflect adversely upon the COUNTY; and CONTRACTOR will perform at all times faithfully, industriously, and to the best of its ability, experience, and talents all of the duties that may be required pursuant to the expressed and implicit terms of this AGREEMENT, and to the complete satisfaction of the COUNTY; and will act in conformity with all statutes, regulations, and ordinances of the United States, the Commonwealth of Pennsylvania, and the COUNTY.

- g. CONTRACTOR certifies that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the COUNTY.
 - h. CONTRACTOR agrees to replace any individual on its service team upon reasonable Invitation of the COUNTY. The COUNTY has the sole right to accept and reject any individual assigned to provide BULK DELIVERY of PETROLEUM and BIO-DIESEL FUELS.
4. TERM OF AGREEMENT. This AGREEMENT shall remain in effect for one (1) year commencing on July 1, 2026, and terminating June 30, 2027. Either party may terminate this AGREEMENT by giving the other party thirty (30) days' written notice.

The term of this Agreement shall be for a one (1) year base period commencing on July 1, 2026, and terminating June 30, 2027. The COUNTY, at its sole option, may extend this AGREEMENT for an additional one (1), two (2) or three (3) months if all terms and conditions are mutually agreed upon by both parties at least ninety (90) days prior to the end of the current AGREEMENT term. The COUNTY reserves the right to negotiate and change terms and conditions as necessary in the best interest of the COUNTY.

5. OPTION TO EXTEND PERFORMANCE PERIOD. The COUNTY may, by written notice to CONTRACTOR prior to the expiration of the Contract, extend the terms of the AGREEMENT for a period of not less than one-month (30 days) and not more than three -months (90 days), provided that the COUNTY shall give the CONTRACTOR a preliminary written notice of its intent to extend at least ninety (90) days before the AGREEMENT expires.
- a. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Bid Pricing Form shall apply to any extension made pursuant to this option provision, unless otherwise lowered by CONTRACTOR.
6. INCORPORATION OF BID, CONTRACT MODIFICATION, AMENDMENT, AND TERMINATION. CONTRACTOR agrees to comply with the terms and conditions set forth in its bid, the IFB and any addenda thereto, and any negotiated additions or changes to the received bid, all of which are incorporated herein by reference as though fully set forth at length. This AGREEMENT incorporates, in order of precedence, the following:
- 1. The AGREEMENT.
 - 2. The County Invitation for Bid (IFB) and any addenda thereto.
 - 3. VENDOR'S bid submission and any subsequent correspondence.

- a. This document and all the above referenced documents contain all terms, provisions, and conditions of the AGREEMENT. All provisions thereof are intended by the parties to be whole and entire.
 - b. Any alteration, variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this AGREEMENT.
 - c. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this AGREEMENT.
 - d. The COUNTY may terminate this AGREEMENT at any time, upon thirty (30) days' written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.
 - e. The County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence, or other pertinent data and information gathered by, or computed by CONTRACTOR under this agreement. However, the CONTRACTOR shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.
7. **INDEMNIFICATION.** CONTRACTOR, its officers, directors, agents, employees, heirs, successors, and assigns shall indemnify and hold harmless the COUNTY, its Commissioners, officers, employees, representatives, and agents and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives, and agents arising from or related to its performance, including but not limited to CONTRACTOR's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this AGREEMENT.
- a. CONTRACTOR further agrees to indemnify and save harmless the COUNTY from any and all actions, claims and demands whatsoever that may result from CONTRACTOR's use of any facilities owned by the COUNTY, and does further agree to repair any damage to the COUNTY-owned property caused by CONTRACTOR's negligence or willful actions.
 - b. It is not the intention of this Section, or anything herein provided, to confer in a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the COUNTY a right of action either under this AGREEMENT or in any manner whatsoever.
8. **LIABILITY AND OTHER INSURANCE.** CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall maintain and provide certification of the following: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time

to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by CONTRACTOR. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies with a minimum A- rating by A.M. Best legally qualified to issue such insurance in the Commonwealth of Pennsylvania and shall be maintained continuously in full force and effect.

9. GENERAL REQUIREMENTS FOR INSURANCE. Except as otherwise approved by the COUNTY in writing, the following provisions shall apply to each and every policy of insurance which CONTRACTOR is required hereunder to carry:

- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the COUNTY's approval;
- b. CONTRACTOR shall cause each insurance carrier to deliver its certificate of insurance to the COUNTY and to any other party designated by the COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the COUNTY's request;
- c. At least thirty (30) days prior to the expiration of each policy, CONTRACTOR shall provide the COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;
- d. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.
- e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability; General Liability and Umbrella insurance shall be written on an "occurrence" form and shall name the County as Additional Insured on a primary and no-contributory basis. Where applicable, policies shall include a Waiver of Subrogation in favor of the County.
- f. The requirements described above are also applicable to any and all other employees or subcontractors hired by CONTRACTOR to perform work under this contract.

10. INSURANCE.

- a. The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this AGREEMENT, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.
 - i. General Liability Insurance:
 - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate
 - Products-Comp/Ops: \$2,000,000 in the aggregate
 - Personal & Advertising Injury: \$1,000,000 in the aggregate
 - Medical Expense (any person): \$5,000 per occurrence
 - Coverage: Premise operations, blanket contractual liability, personal injury liability

(employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).

Cyber Liability: \$2,000,000

ii. Workers' Compensation and Employers' Liability Insurance:

Limits of Liability: Workers' Compensation - Statutory Limits.

Employers' Liability –

Bodily Injury by Accident: \$500,000 Each Accident

Bodily Injury by Disease: \$500,000 Each Employee

Bodily Injury by Disease: \$500,000 Policy Limit

Other States' coverage and Pennsylvania endorsement.

iii. Automobile Liability:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

Coverage: Owner, non-owned, and hired vehicles.

iv. Professional Liability Insurance:

Limits of Liability: \$1,000,000 by claim and \$10,000,000 in the aggregate.

Coverage: For occurrences happening during the performance of services required under this AGREEMENT, coverage shall be maintained in full force and effect under the policy for the full term of the AGREEMENT period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.

v. Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$1,000,000.

- b. CONTRACTOR 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 CONTRACTOR for claims, losses, liabilities, judgments, 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 CONTRACTOR or any employee or agent thereof in at least such amounts and on such terms as follows: For third party damages, \$2,000,000 for each "event" subject to an annual aggregate limit of \$4,000,000. For first party privacy response costs incurred by CONTRACTOR, \$2,000,000 each event and aggregate. 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 Pennsylvania HIPAA Act). Upon request, CONTRACTOR shall furnish the COUNTY, upon request and as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. CONTRACTOR shall not cancel or reduce any such insurance without the prior written consent of the COUNTY. CONTRACTOR shall notify the COUNTY in writing within five (5) 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.
- c. If CONTRACTOR desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the

selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.

- d. The COUNTY reserves the right to review categories and levels of insurance coverage held by CONTRACTOR in an ongoing program of risk management. CONTRACTOR will be notified, in writing, of coverage requirements as determined by this review and CONTRACTOR agrees to secure such requested coverage.
 - e. If CONTRACTOR fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the AGREEMENT and to exercise all appropriate rights and remedies.
 - f. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this AGREEMENT.
 - g. Waiver of subrogation in favor of the COUNTY, its Board of Commissioners, employees, directors, officers, departments, and divisions applies under all policies.
 - h. When it applies, Additional Insured must read: The County of Lancaster, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured with respect to the work performed for this contract: Bulk Delivery of Petroleum and Bio-Diesel Fuel Services IFB #26-004.
 - i. Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - j. Certificate Holder - County of Lancaster, Attn: Purchasing Department, 150 North Queen Street, Lancaster, PA 17603.
 - k. CONTRACTOR hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the COUNTY. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. § 481(b)] of said Act.
 - l. CONTRACTOR shall accept full responsibility for the payment of premiums of all insurance for CONTRACTOR or CONTRACTOR's employees who are performing services pursuant to this AGREEMENT.
11. HOLD HARMLESS CLAUSE. In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission, or negligence of CONTRACTOR be procured or kept in full force and effect, CONTRACTOR shall indemnify, defend, and save harmless the COUNTY against losses, claims, and demands to the same extent as the COUNTY would have been indemnified by each insurance if it had been in full force and effect.

12. INDEPENDENT CAPACITY OF CONTRACTOR. CONTRACTOR, its employees, and agents are not deemed to be employees of the COUNTY in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
13. NO ASSIGNMENT. CONTRACTOR shall not assign, transfer, or subcontract any part of this AGREEMENT without prior written approval of the COUNTY.
14. LIQUIDATED DAMAGES
 - a. If CONTRACTOR fails to perform the services within the time specified in this AGREEMENT, or any extension, CONTRACTOR shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages, for each occurrence, the following:
 - i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because CONTRACTOR fails to perform satisfactorily, CONTRACTOR may be charged the sum of \$250.00 per day for each calendar day from the date of notification until the date of correction.
 - b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, CONTRACTOR shall be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
 - c. CONTRACTOR shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of CONTRACTOR.
15. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S). Funds are not presently available for performance under this contract beyond December 31, 2026, or for services initially contemplated for performance starting in 2026. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2026, is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2026, until funds are made available by the COUNTY and until CONTRACTOR receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.
16. FAMILIARITY WITH PROPOSED WORK. CONTRACTOR certifies that it has carefully considered the work proposed and the COUNTY's Invitation for Bid to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the IFB.
17. NON-DISCRIMINATION. CONTRACTOR agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. CONTRACTOR expressly agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that CONTRACTOR has or intends to delegate any of its responsibilities to any

union, training program, other source of recruitment, or other entity, but CONTRACTOR shall remain primarily responsible for compliance hereunder.

18. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST. CONTRACTOR certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of CONTRACTOR.
 - a. CONTRACTOR further certifies that it has fully disclosed as part of its Bid, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with CONTRACTOR and whether such individual has a position of authority and/or will be involved with the CONTRACTOR duties on a daily/monthly basis.
 - b. CONTRACTOR will inform the COUNTY in writing immediately if any potential conflict of interest arises during the performance of this AGREEMENT. Conflict of interest may constitute grounds for termination of this AGREEMENT following notification by the COUNTY to CONTRACTOR (allowing CONTRACTOR a reasonable opportunity to respond) where same is not corrected by CONTRACTOR within a reasonable time period after notice.
19. IMMIGRATION REFORM AND CONTROL ACT OF 1986. CONTRACTOR recognizes its responsibilities to assure the identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.
20. STATUTES APPLICABLE TO THIS AGREEMENT. CONTRACTOR is responsible for familiarity and compliance with all statutes that apply to its performance under this AGREEMENT.
21. NO ARBITRATION CLAUSES. CONTRACTOR agrees that no AGREEMENT with the County shall include Arbitration Clauses.
22. LICENSING. CONTRACTOR and all individuals acting under the authority of the CONTRACTOR shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.
23. DEFAULT/BREACH/RESOLUTION. If CONTRACTOR or the COUNTY defaults in its performance under the Terms and Conditions of the AGREEMENT, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this AGREEMENT will be terminated. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the AGREEMENT. In addition, should the default of CONTRACTOR necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and CONTRACTOR shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.

24. **AGREEMENT NOT TO HIRE.** CONTRACTOR and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of CONTRACTOR or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. CONTRACTOR and the COUNTY agree that such approval will not be unreasonably withheld.
25. **CONFIDENTIAL INFORMATION.** All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to CONTRACTOR by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to CONTRACTOR at the time of disclosure to CONTRACTOR by the COUNTY as evidenced by written records of CONTRACTOR, (ii) has become publicly known and made generally available through no wrongful act of CONTRACTOR or (iii) has been rightfully received by CONTRACTOR from a third party who is authorized to make such disclosure.
- a. CONTRACTOR agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between CONTRACTOR and the COUNTY to third parties or to employees of CONTRACTOR except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. CONTRACTOR will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the invitation of the COUNTY at any time. CONTRACTOR agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that CONTRACTOR utilizes to protect its own Confidential Information of a similar nature. CONTRACTOR agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to CONTRACTOR's attention.
26. **CHOICE OF LAW.** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitation without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
27. **CHOICE OF FORUM.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the Commonwealth of Pennsylvania, County of Lancaster, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Pennsylvania, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the

world. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

28. JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania

IN WITNESS WHEREOF, the County of Lancaster and Jerome H. Rhoads Inc. have executed this agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

COUNTY OF LANCASTER, PENNSYLVANIA
BOARD OF COMMISSIONERS

Lawrence M. George, Chief Clerk

Ray D' Agostino, Chairman

Joshua G. Parsons, Vice-Chairman

Alice Yoder, Commissioner

Jerome H. Rhoads Inc. dba Rhoads Energy

Printed Name:

Title:

Michael DeBordone
President

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Purchasing Department, to approve the following:

1. **Agreement With:** Constellation NewEnergy Corporation
dba Constellation Newenergy – Gas Division, LLC
Baltimore, MD

Purpose: To lock in the Basis Pricing for transportation of natural gas from the pipeline into the natural gas utilities system for high volume transport to the following County locations: Government Center, Courthouse and Youth Intervention Center.

Amount/Term: Negative \$0.224 DTH for a two-year period commencing January 1, 2027 through December 31, 2028.

2. **Agreement With:** Constellation NewEnergy Corporation
dba Constellation NewEnergy – Gas Division, LLC
Baltimore, MD

Purpose: To lock in the Basis Pricing for transportation of natural gas from the pipeline into the natural gas utilities system for high volume transport to the Prison.

Amount/Term: \$1.121 DTH for a two-year period commencing January 1, 2027 through December 31, 2028.

3. **Agreement With:** Direct Energy Marketing Inc.
dba NRG Business Marketing LLC
Princeton, NJ

Purpose: To lock in the Basis Pricing for transportation of natural gas from the pipeline into the natural gas utilities system for low volume transport to the following County locations: Adult Probation and Parole, Forensics Center, Public Safety Training Center and Elections Warehouse.

Amount/Term: \$1.562 DTH for a two-year period commencing January 1, 2027 through December 31, 2028.



Account Manager: Hopewell, Chris

DEAL NO. 2692801

Transaction Confirmation

This Transaction Confirmation is delivered pursuant to and in accordance with a gas supply agreement ("Gas Supply Agreement"), effective 10/15/2024, by and between Constellation NewEnergy-Gas Division, LLC ("Constellation") and The County of Lancaster, Pennsylvania ("Customer"), and is subject to and made part of the terms and conditions of such Gas Supply Agreement.

Trade Date: 6/2/2026

Buyer: The County of Lancaster, Pennsylvania

Seller: Constellation NewEnergy - Gas Division, LLC (CNEGAS)

Facility Name: County of Lancaster Prison 310073610809

Delivery Period: 1/1/2027 - 12/31/2028 (inclusive)

Nature of Obligation: 105 MMBtu/day Firm

"Firm" means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure regardless of the capacity type Constellation uses to receive such gas.

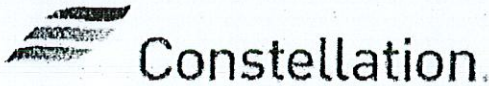
Deal Type: Physical Basis

Contract Quantity (MMBtu): Customer agrees that Constellation will have the exclusive right to determine usage nominations for this Facility.

Contract Month	Year 2027		Year 2028	
	Fixed Amount (MMBtu)	Price	Fixed Amount (MMBtu)	Price
January	2,337.0	\$1.12100	2,337.0	\$1.12100
February	1,851.0	\$1.12100	1,851.0	\$1.12100
March	1,539.0	\$1.12100	1,539.0	\$1.12100
April	906.0	\$1.12100	906.0	\$1.12100
May	536.0	\$1.12100	536.0	\$1.12100
June	370.0	\$1.12100	370.0	\$1.12100
July	361.0	\$1.12100	361.0	\$1.12100
August	372.0	\$1.12100	372.0	\$1.12100
September	397.0	\$1.12100	397.0	\$1.12100
October	722.0	\$1.12100	722.0	\$1.12100
November	1,416.0	\$1.12100	1,416.0	\$1.12100
December	1,982.0	\$1.12100	1,982.0	\$1.12100

US\$ Rounded to five decimal places
Plus applicable taxes

The price referenced herein is inclusive of fuel to the delivery point.



Buyer acknowledges and understands that, in connection with this transaction, Seller may be paying a fee to a third party. The fee, if any, would be included in Buyer's price and would be charged by a broker/agent representing Buyer, a broker/agent representing Seller, or an association/referrer who helped facilitate this transaction.

The price referenced herein represents basis only and does not include any applicable commodity price. For the fixed quantities and Delivery Period shown herein, if Customer has not otherwise locked the commodity price for a specific month, the commodity price shall be the NYMEX last day settle price for that month.

100% Swing: The rate for all volumes consumed during the Delivery Period shall be the Contract Price listed herein, excluding any quantities fixed under a separate transaction confirmation and subject to any Material Variation in usage as described below.

Customer must provide to Constellation advance notice of any Material Variation in usage. A "Material Variation" is defined as an increase or decrease of twenty (20) percent from the estimated usage for each respective month listed in the table above to this Transaction Confirmation, which was utilized by Constellation to provide pricing for this transaction. Variations related to weather are not considered a Material Variation. Notwithstanding anything in the Transaction Confirmation to the contrary, the rate for any Material Variation in consumption may be based on the then-current spot market price, as determined by Constellation in its reasonable discretion. Note that the estimated usage listed in the table above is to be used only for purposes of determining Material Variation and is not the same as Customer's forecasted usage for management of operational flow orders (or other utility/pipeline restrictions), which will instead be based on then-current usage forecasts at the time of the order or restriction.

If Constellation and Customer have previously entered into any commodity transaction(s) for the Facility (the "Previous Transaction") that overlap one or more of the delivery months covered in this Transaction Confirmation (the "Overlapping Month(s)"), the incremental gas pricing in this Transaction Confirmation shall apply to the Overlapping Months instead of any conflicting incremental gas pricing associated with the Previous Transaction.

Should an operational flow order, or other utility or pipeline restrictions occur, Constellation will attempt to adjust Customer's daily nomination to match expected usage as determined by Constellation. The pricing of incremental volumes associated with the nomination adjustment will be based on then current spot market price, as determined by Constellation in its reasonable discretion.

Pipeline: UGI

Delivery Point(s): IT POOL

Utility: UGI

LDC Account No(s): 411005622898

Seller's planned billing method for this facility is to bill Buyer based on: Nomination

Change In Law: Constellation may pass through or allocate, as the case may be, to Customer any increase or decrease in Constellation's costs related to the natural gas and related products and services sold to Customer that results from the implementation of new, or changes (including changes to transportation rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, pipeline or utility business practices or protocol, pipeline or utility tariff, or rule of any commission or agency with federal jurisdiction or jurisdiction in the state in which the facility is located. Such adjusted amounts will be included in subsequent invoices to Customer.

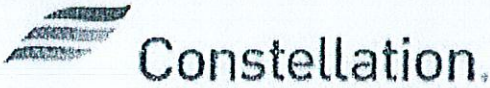
Default Service : Should Constellation continue to deliver to Customer beyond the term of this Transaction Confirmation, said deliveries will be made for successive 1 month terms (each an "Extension Term"), until terminated by either party by giving written notice of termination not less than 30 days prior to the expiration of the then-current Extension Term. The

© 2022 Constellation Energy Resources, LLC. The offerings described herein are those of either Constellation NewEnergy-Gas Division, LLC or Constellation NewEnergy, Inc., affiliates of each other. Brand names and product names are trademarks or service marks of their respective holders. All rights reserved. Errors and omissions excepted.



price for gas delivered during the Extension Term(s) will be based on market prices as determined by Constellation. Unless otherwise provided by Customer, Constellation will determine Customer's monthly nomination in a commercially reasonable manner based upon Customer's historical usage data.

(SIGNATURE BLOCKS FOLLOW ON NEXT PAGE)



This Transaction Confirmation documents an agreement previously reached by authorized representatives of the parties. Unless disputed by Customer in writing within two (2) business days of Constellation's execution date, or such other time frame as specified in the Gas Supply Agreement, it is binding and shall be deemed accepted.

Please return via the DocuSign E-Signature process or email to CNEGTransactionConfirmations@Constellation.com.

Constellation NewEnergy-Gas Division, LLC

The County of Lancaster, Pennsylvania

By:

Amanda Stewart

By:

Lawrence M. George

Name: Amanda Stewart

Name:

Lawrence M. George

Title: Vice President- Retail Ops

Title:

Administrator / Chief Clerk

Date: 6/4/2026 8:54:01 AM

Date:

June 4, 2026

Customer ID RG-197910
Contract No. CNEG53870
Deal No. 2692801



Account Manager: Hopewell, Chris

DEAL NO. 2692791

Transaction Confirmation

This Transaction Confirmation is delivered pursuant to and in accordance with a gas supply agreement ("Gas Supply Agreement"), effective 10/15/2024, by and between Constellation NewEnergy-Gas Division, LLC ("Constellation") and The County of Lancaster, Pennsylvania ("Customer"), and is subject to and made part of the terms and conditions of such Gas Supply Agreement.

Trade Date: 6/2/2026

Buyer: The County of Lancaster, Pennsylvania

Seller: Constellation NewEnergy - Gas Division, LLC (CNEGAS)

Facility Name: The County of Lancaster, UGI DS

Delivery Period: 1/1/2027 - 12/31/2028 (inclusive)

Nature of Obligation: Firm - "Firm" means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure regardless of the capacity type Constellation uses to receive such gas.

Deal Type: Physical Basis

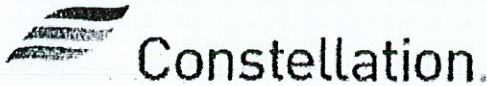
Contract Quantity (MMBtu): Customer agrees that Constellation will have the exclusive right to determine usage nominations for this Facility.

Contract Month	Year 2027		Year 2028	
	Fixed Amount (MMBtu)	Price	Fixed Amount (MMBtu)	Price
January	3,315.0	\$-0.22400	3,319.0	\$-0.22400
February	2,727.0	\$-0.22400	2,818.0	\$-0.22400
March	2,293.0	\$-0.22400	2,264.0	\$-0.22400
April	1,751.0	\$-0.22400	1,742.0	\$-0.22400
May	1,914.0	\$-0.22400	1,910.0	\$-0.22400
June	1,723.0	\$-0.22400	1,717.0	\$-0.22400
July	1,651.0	\$-0.22400	1,656.0	\$-0.22400
August	1,733.0	\$-0.22400	1,734.0	\$-0.22400
September	1,725.0	\$-0.22400	1,726.0	\$-0.22400
October	1,846.0	\$-0.22400	1,859.0	\$-0.22400
November	2,086.0	\$-0.22400	2,099.0	\$-0.22400
December	2,822.0	\$-0.22400	2,817.0	\$-0.22400

US\$ Rounded to five decimal places

Plus applicable taxes

The price referenced herein is inclusive of fuel to the delivery point.



Buyer acknowledges and understands that, in connection with this transaction, Seller may be paying a fee to a third party. The fee, if any, would be included in Buyer's price and would be charged by a broker/agent representing Buyer, a broker/agent representing Seller, or an association/referrer who helped facilitate this transaction.

The price referenced herein represents basis only and does not include any applicable commodity price. For the fixed quantities and Delivery Period shown herein, if Customer has not otherwise locked the commodity price for a specific month, the commodity price shall be the NYMEX last day settle price for that month.

100% Swing: The rate for all volumes consumed during the Delivery Period shall be the Contract Price listed herein, excluding any quantities fixed under a separate transaction confirmation and subject to any Material Variation in usage as described below.

Customer must provide to Constellation advance notice of any Material Variation in usage. A "Material Variation" is defined as an increase or decrease of twenty (20) percent from the estimated usage for each respective month listed in the table above to this Transaction Confirmation, which was utilized by Constellation to provide pricing for this transaction. Variations related to weather are not considered a Material Variation. Notwithstanding anything in the Transaction Confirmation to the contrary, the rate for any Material Variation in consumption may be based on the then-current spot market price, as determined by Constellation in its reasonable discretion. Note that the estimated usage listed in the table above is to be used only for purposes of determining Material Variation and is not the same as Customer's forecasted usage for management of operational flow orders (or other utility/pipeline restrictions), which will instead be based on then-current usage forecasts at the time of the order or restriction.

If Constellation and Customer have previously entered into any commodity transaction(s) for the Facility (the "Previous Transaction") that overlap one or more of the delivery months covered in this Transaction Confirmation (the "Overlapping Month(s)"), the incremental gas pricing in this Transaction Confirmation shall apply to the Overlapping Months instead of any conflicting incremental gas pricing associated with the Previous Transaction.

Should an operational flow order, or other utility or pipeline restrictions occur, Constellation will attempt to adjust Customer's daily nomination to match expected usage as determined by Constellation. The pricing of incremental volumes associated with the nomination adjustment will be based on then current spot market price, as determined by Constellation in its reasonable discretion.

Allocation: Constellation will allocate the Contract Quantity listed herein among the Customer's separate facilities or meters at a later date.

Pipeline: UGI

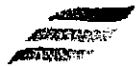
Delivery Point(s): SOUTH DS POOL

Utility: UGI

LDC Account No(s): 411005423610, 411005423941, 411005674659

Seller's planned billing method for this facility is to bill Buyer based on: Nomination

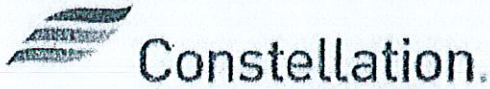
Change In Law: Constellation may pass through or allocate, as the case may be, to Customer any increase or decrease in Constellation's costs related to the natural gas and related products and services sold to Customer that results from the implementation of new, or changes (including changes to transportation rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, pipeline or utility business practices or protocol, pipeline or utility tariff, or rule of any commission or agency with federal jurisdiction or jurisdiction in the state in which the facility is located. Such adjusted amounts will be included in subsequent invoices to Customer.



Constellation

Default Service: Should Constellation continue to deliver to Customer beyond the term of this Transaction Confirmation, said deliveries will be made for successive 1 month terms (each an "Extension Term"), until terminated by either party by giving written notice of termination not less than 30 days prior to the expiration of the then-current Extension Term. The price for gas delivered during the Extension Term(s) will be based on market prices as determined by Constellation. Unless otherwise provided by Customer, Constellation will determine Customer's monthly nomination in a commercially reasonable manner based upon Customer's historical usage data.

(SIGNATURE BLOCKS FOLLOW ON NEXT PAGE)



This Transaction Confirmation documents an agreement previously reached by authorized representatives of the parties. Unless disputed by Customer in writing within two (2) business days of Constellation's execution date, or such other time frame as specified in the Gas Supply Agreement, it is binding and shall be deemed accepted.

Please return via the DocuSign E-Signature process or email to CNEGTransactionConfirmations@Constellation.com.

Constellation NewEnergy-Gas Division, LLC

The County of Lancaster, Pennsylvania

By: *Amanda Stewart*

By: *Lawrence M. George*

Name: Amanda Stewart

Name: *Lawrence M. George*

Title: Vice President- Retail Ops

Title: *Administrator / Chief Clerk*

Date: 6/3/2026 9:58:55 AM

Date: *June 4, 2026*

Customer ID PA-627847
Contract No. CNEG53870
Deal No. 2692791

GAS BUDGET DETAIL COUNTY OF LANCASTER



Total Spend Summary

	Year 1 01/2026 - 12/2026				Year 2 01/2027 - 12/2027			
	DTH	Utility \$	Supply \$	Total \$	DTH	Utility \$	Supply \$	Total \$
Customer Total:	48,074	213,053	190,205	403,258	48,074	213,053	207,270	420,323
Totals, \$/DTH:		4.4318	3.9565	8.3884		4.4318	4.3115	8.7433
Totals, % Change Year - Year				0				4.23%

Created on 6/3/2026



Gas Budget Detail

County of Lancaster

Location Account #	EDC	Rate	DTH	Year 1 01/2026 - 12/2026			Year 2 01/2027 - 12/2027			
				Utility \$	Supply \$	Total \$	DTH	Utility \$	Supply \$	Total \$
Adult Probation (40 E King St) 411002445087	UGI South	N	1,325	5,997	7,035	13,032	1,325	5,997	7,206	13,203
County Coroner (2080 Spring Valley) 411003520250	UGI South	N	1,320	6,007	7,009	13,016	1,320	6,007	7,174	13,181
Courthouse (50 N Duke St) (3rd Party) 411005423610	UGI South	DS	9,440	52,004	33,381	85,385	9,440	52,004	34,701	86,705
Government Center (150 N Queen St) 411005423941	UGI South	DS	12,459	58,615	44,056	102,671	12,459	58,615	45,798	104,413
Prison (625 E King St) 411005622898	UGI South	LFD	14,582	39,375	60,781	100,155	14,582	39,375	73,215	112,589
Public Safety Training Ctr (101A Char) 411003012159	UGI South	N	697	3,387	3,701	7,088	697	3,387	3,787	7,174
Public Safety Training Ctr (101B Char) 411003012480	UGI South	N	1,960	8,714	10,408	19,121	1,960	8,714	10,676	19,390
Public Safety Training Ctr (101C Char) 411003013124	UGI South	N	22	535	118	653	22	535	120	655
Public Safety Training Ctr (101D Char) 411003013256	UGI South	N	64	708	342	1,050	64	708	352	1,060
Public Safety Training Ctr (101E Char) 411003012803	UGI South	N	516	2,597	2,739	5,336	516	2,597	2,807	5,404
Voting Machine Warehouse 1397 Arc 411000902568	UGI South	N	294	1,685	1,561	3,246	294	1,685	1,606	3,291
YIC Detention (235 Circle Ave) (3rd P) 411005674659	UGI South	DS	5,394	33,430	19,074	52,504	5,394	33,430	19,828	53,258



NRG Business Marketing LLC
 804 Carnegie Center,
 Princeton, NJ, 08540
 1.844.737.6742
 nrg.com

Date: 06/02/2026
Time: 01:42 PM
Proposal Id: 68923950
Marketer Name: Bennethum, Philip

CUSTOMER INFORMATION

Customer Name: County of Lancaster	Type: Renewal
Contact Name: Linda Schreiner	Billing Contact:
Address: 150 North Queen Street, LANCASTER, PA 17603 US	Billing Address:
Telephone: 1-717-299-8258 Fax: 7173907739	Telephone: Fax:
Email: Schreiner@co.lancaster.pa.us	

NATURAL GAS TRANSACTION CONFIRMATION

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between NRG Business Marketing LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated October 15, 2024 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

SERVICE LOCATIONS

(Additional pages may be attached if necessary)

Service Address	Utility Account Number	Rate
101A Champ Blvd	411003012159-1629230	NT
101B Champ Blvd	411003012480-1150142	NT
101E Champ Blvd	411003012803-1330070	NT
101C Champ Blvd	411003013124-1336001	NT
101D Champ Blvd	411003013256-1509440	NT
2080 Spring Valley Rd	411003520250-1508771	NT
40 E King St	411002445087-1463108	NT
1397 Arcadia Rd	411000902568-1510019	NT

Payment Terms: [30] days

Late Fee: [1.50]% or, if lower, the maximum amount permitted by law.

DELIVERY PERIOD

Begin: 01/01/2027

End: 12/31/2028

The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.

DELIVERY POINT

UGI / UGI-NT DCQ POOL

CONTRACT QUANTITY (MMBTU)

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

Volume Type :	Monthly			
January	1,146	July	82	
February	1,038	August	79	
March	762	September	109	
April	371	October	293	
May	177	November	603	
June	93	December	937	

PURCHASE PRICE

Nymex Plus : \$1.562/MMBTU

BILL TYPE

Dual

SPECIAL PROVISIONS

NYMEX Plus with Trigger: For each month of the Delivery Period, a Commodity Charge will be added to the Purchase Price for the Contract Quantity, subject to the Gas Settlement Adjustment provision. Unless the Commodity Charge has been set by agreement of the Parties in accordance with the instructions detailed below, the Commodity Charge shall be the per Dth price equal to the settlement price on the expiration date for that month's New York Mercantile Exchange Henry Hub natural gas futures contract ("NYMEX Contract").

Buyer may fix the Commodity charge for blocks of Commodity through a Buyer-initiated trigger process ("Trigger Order"). Trigger Orders may be initiated for a specific individual month ("Monthly Order") or for a specific set of contiguous months within the duration of the Delivery Period ("Strip Order"). Trigger Orders are filled on a best efforts basis during operating hours. The Commodity charge may be fixed by agreement of the Parties at any time prior to 1:00 PM on the expiration date of the applicable month's NYMEX Contract.

Buyer acknowledges that the Commodity charge may be set (fixed) for a period up to, but in no event beyond, the Delivery Period.

Buyer's "Responsible Trigger Contact(s)" have been identified as Linda Schreiner [LSchreiner@co.lancaster.pa.us]. Seller will generate a confirmation to be sent to Buyer's Responsible Trigger Contact each time the Commodity charge is fixed ("Trigger Confirmation"). Each such Trigger Confirmation will be made a part of, and is not a replacement for, this Transaction Confirmation. All orders are binding upon being filled. Any notices regarding Trigger Confirmations must be sent to trigger@nrg.com. Changes to the Responsible Trigger Contact must be communicated in writing through your NRG Account Executive.

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

PENNSYLVANIA: Buyer affirmatively represents and acknowledges that: (a) it is not considered a "small business" Buyer as defined by the PAPUC; (b) it is not served under a residential, small business, small commercial or small industrial rate classification; (c) any rights to a rescission period, longer grace periods or notice periods afforded to such Buyers do not apply; and (d) it had a maximum registered consumption more than 300 Mcf (or equivalent) of Gas during the previous twelve month period.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation.

Full Plant Requirement - No GSA

UGI Capacity Allocation - Seller will supply Gas in accordance with the provisions of the UGI Tariff for rate(s) NT/DS/LFD/IS/XD. Should the UGI allocated capacity be interrupted or curtailed, Seller will be obligated to comply with the interruption or curtailment until it is lifted. Buyer's Purchase Price is contingent upon Buyer remaining as a customer under the above referenced UGI Tariff Rates and having been awarded the original amount of UGI-allocated capacity. Should Buyer's capacity allocation with UGI change, the Purchase Price may be adjusted by Seller.

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

Non-Exempt

Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer : County of Lancaster

Seller : NRG Business Marketing LLC

By : 

By : _____

Name : Lawrence M. George

Name : _____

Title : Administrator/Chief Clerk

Title :  Date: _____

Date : June 2, 2026

Date :  2026-06-04
Stephen E. Grant
Vice President C&I Sales 10:34+05:30