

REQUEST FOR PROPOSAL

**RFP #6100050336
IGWF Investment Services**

REQUESTING AGENCY

**Department of Corrections
Bureau of Administration
Administrative Services Division**

DATE OF ISSUANCE

04-08-20

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions via email to rilgenfrit@pa.gov	Offerors	4/15/20
Answers to Potential Offeror questions will be emailed to the Potential Offerors no later than this date.	Issuing Office	4/21/20
Proposals must be submitted via email to Russ Ilgenfritz at rilgenfrit@pa.gov no later than this date and time.	Offerors	5/06/20 12:00PM

Request for Proposals for
IGWF Investment Services
6100050336

I-1. Purpose. The Pennsylvania Department of Corrections (PADOC) is seeking a financial institution to manage monies in the Inmate General Welfare Fund (IGWF) central account.

I-2. Issuing Office. PADOC (“Issuing Office”) has issued this solicitation on behalf of the IGWF. The sole point of contact for this solicitation shall be Russ Ilgenfritz, rilgenfrit@pa.gov Procurement Specialist, 1920 Technology Parkway, Mechanicsburg, PA 17050, the Issuing Officer for this solicitation. Please refer all inquiries to the Issuing Officer.

I-3. Type of Contract. It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a performance based contract containing the Standard Contract Terms and Conditions as shown in **Attachment 1**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-4. Term of Contract. The term of the contract will commence on the effective date and will end three (3) years from the execution of the contract. The contract will renew automatically for additional two (2) year terms unless notification of cancellation is provided by either party six months prior to the expiration date.

I-5. Questions & Answers. If an Offeror has any questions regarding this solicitation, the Offeror must submit the questions by email (**with the subject line “IGWF Investment Services** to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. A contact person and e-mail must be included in the request as answers will be e-mailed to all Offerors.

I-6. Response Date. To be considered for selection, your proposals must be emailed to Russ Ilgenfritz, rilgenfrit@pa.gov the Issuing Officer on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will reject any late proposals.

Part II
PROPOSAL REQUIREMENTS

II-1. Background. The central investment account for IGWF funds has been with Merrill Lynch, Pierce, Fenner and Smith (Merrill) for approximately forty (40) years; however, Merrill has provided notice that it can no longer manage public accounts and would like to close this account in the near future.

The IGWF has two distinct purposes. The first is to house inmate's individual accounts and process revenue and payment transactions for these accounts. The second is to use revenue from inmate-related functions to provide recreational and other services to the inmate population. Revenue from these functions include sales from commissary, commissions from program providers such as inmate telephones, tablets, etc., and other miscellaneous revenue sources. All IGWF money from all state correctional facilities is contained in a central fund under the control of the IGWF Council and those funds not needed for daily operational purpose are invested.

The PADC has twenty-five (25) correctional institutions that manage IGWF funds at their facilities. IGWF funds are handled by the business offices at those facilities and each of those facilities deal with a local bank to handle a large volume of account transactions. Those "local" accounts shall maintain balances sufficient only to pay ongoing activities. Excess revenues must be submitted to the IGWF central account. The central account also transfers funds to the local banks to cover expenses when necessary

II-2. Central Account. The IGWF central account hosts the reserves of the IGWF and invests them in conservative instruments befitting a public entity. The current balance of the central account is approximately \$21,000,000, with about \$7,500,000 being money belonging to inmate accounts portion of the fund. A more conservative investment approach is taken with the amount of monies associated with the inmate accounts. Attachment 2 is a current portfolio summary of our account including investments and transactions. The amount of transactions represent a typical month.

II-3. Current Services. Listed below are services that are provided by the current vendor.

1. Currently we write checks on a daily basis and make physical deposits either weekly or bi-weekly. For the deposits, a UPS mailing label is provided by the service provider by e-mailing it to the DOC once the account administrator is contacted that a deposit is going to be made that day.
2. ACH deposits and withdrawals are currently used for a variety of transactions.
3. Monthly bank statements are received so a monthly reconciliation can be completed. These include a confirmation of all account activity (deposits, checks, sales and purchases of stock/bonds, etc.)
4. An advisor is provided for this account. The advisor provides investment advice and processes buy and sell orders agreed to by IGWF representatives. Quarterly reviews are held between the parties to discuss balances, investment changes and other activities affecting the account.
5. There are also ongoing activities and discussions on a daily basis that may be needed on historical issues, processing of revenue and payments, outside requests, etc.

II.4. Requested Services.

LOT 1 – Investment Services

1. Have access to a wide portfolio of investment vehicles.
2. Recommend suitable investment opportunities and practical implementation methods; research supporting such recommendations must have been completed within the prior 12 months.
3. Recommend appropriate investment strategies, tactics, procedures, and practices.
4. Provide on-going monitoring and oversight reports for all of IGWF investments
5. Report the performance results monthly
6. Provide customer service to include a dedicated account manager,
7. Have all required licenses and certifications.
8. Provide a seamless transfer of all accounts. It is anticipated that all accounts will be transferred by 5/31/2020.

LOT 2 – Banking Services

1. Provide banking services, to include but is not limited to helping track & summarize cash flow, checking, debit cards, online capabilities, etc.
2. Maintain levels of coverage for errors and omissions insurance and any fiduciary or professional liability insurance your firm carries.
3. Provide electronic banking options to include check scanning.
4. No limits on transactions.
5. Provide ACH deposits and payments.
6. Check provided must have a 60 day expiration date.
7. Have a local depository or provide a secure means of transmitting deposits.
8. Provide a seamless transfer of all accounts. It is anticipated that all accounts will be transferred by 5/31/2020.

**Part III
Criteria for Selection**

III-1. Criteria for Selection

1. Inventory of Assets
2. Fees
3. Banking/customer services
4. Transition plan

**Part IV
Vendor Response**

IV-1. Vendor Response. Please provide a clear and concise response to each of the items listed in Section II. Please respond to each item in the order listed. You must provide a plan with a time line for accomplishing the transition.

**Part V
Cost submittal**

V-1. Cost Submittal. Please submit a breakdown of all costs and fees associated with this type of account.

**Part VI
Attachments**

VI-1. Attachments

- Attachment 1 – Standard Terms and Conditions
- Attachment 2 – Merrill Lynch Portfolio Summary
- Attachment 3 – Fiscal Administration Policy and IGWF Policy

**STANDARD CONTRACT
TERMS AND CONDITIONS – PAPER CONTRACT**

1. TERM OF CONTRACT

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be fixed by the Contracting Officer after the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The Contract shall not be a legally binding contract until after the Effective Date is affixed and the fully-executed Contract has been sent to the Contractor. The Contracting Officer shall issue a written Notice to Proceed to the Contractor directing the Contractor to start performance on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the Commonwealth shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No agency employee has the authority to verbally direct the commencement of any work under this Contract.

2. EXTENSION OF CONTRACT TERM

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions.

3. DEFINITIONS

As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

4. INDEPENDENT PRIME CONTRACTOR

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5. DELIVERY

- a. **Supplies Delivery:** All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.
- b. **Delivery of Services:** The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

6. ESTIMATED QUANTITIES

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

7. WARRANTY

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

8. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the commonwealth under the contract. The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged

patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization. The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract. If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

9. OWNERSHIP RIGHTS

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

10. ACCEPTANCE

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may

thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

11. PRODUCT CONFORMANCE

The Commonwealth reserves the right to require any and all Contractors to:

- a. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- b. Supply published manufacturer product documentation.
- c. Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- d. Complete a survey/questionnaire relating to the bid requirements and specifications.
- e. Provide customer references.
- f. Provide a product demonstration at a location near Harrisburg or the using agency location.

12. REJECTED MATERIAL NOT CONSIDERED ABANDONED

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

13. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

14. ENVIRONMENTAL PROVISIONS

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to, the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. § 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.1.

15. POST-CONSUMER RECYCLED CONTENT

- a. Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the

Contract must meet the minimum percentage levels for total recycled content as specified on the Department of General Services website at www.dgs.state.pa.us on the date of submission of the bid, proposal or contract offer.

- b. **Recycled Content Enforcement:** The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

16. COMPENSATION

- a. **Compensation for Supplies:** The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Contract. All item(s) shall be delivered within the time period(s) specified in the Contract. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.
- b. **Compensation for Services:** The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

17. BILLING REQUIREMENTS

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- a. Vendor name and "Remit to" address, including SAP Vendor number;
- b. Bank routing information, if ACH;
- c. SAP Purchase Order number;
- d. Delivery Address, including name of Commonwealth agency;
- e. Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- f. Quantity provided;
- g. Unit price;
- h. Price extension;
- i. Total price; and
- j. Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

18. PAYMENT

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is not specified in the Contract (a “proper” invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth’s purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.
- c. The Commonwealth will make contract payments through Automated Clearing House (ACH).
 - 1) Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth’s procurement system (SRM).
 - 2) The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of

Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.

- 3) It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

19. TAXES

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

20. ASSIGNMENT OF ANTITRUST CLAIMS

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

21. COMMONWEALTH HELD HARMLESS

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

22. AUDIT PROVISIONS

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

23. DEFAULT

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;
 - 12) Assignment made for the benefit of creditors;
 - 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any

- amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
 - 15) Breach of any provision of the Contract;
 - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
 - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

24. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental

entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

25. TERMINATION PROVISIONS

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under Subparagraph a.

26. CONTRACT CONTROVERSIES

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

27. ASSIGNABILITY AND SUBCONTRACTING

- a. Subject to the terms and conditions of this Paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

- e. For the purposes of this Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

28. OTHER CONTRACTORS

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

29. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- d. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain

from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

- e. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- f. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- g. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- h. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- i. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- j. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

30. CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **“Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **“Consent”** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. **“Contractor”** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **“Contractor Related Parties”** means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **“Financial Interest”** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor’s Code of Conduct, Executive Order 1980-18](#), the 4 Pa. Code §7.153(b), shall apply.
 - g. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

 - (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3)** had any business license or professional license suspended or revoked;
 - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate

the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to

complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

31. CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

32. AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor’s failure to comply with the provisions of subparagraph a above.

33. HAZARDOUS SUBSTANCES

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the “Worker and Community Right to Know Act” (the “Act”) and the regulations promulgated pursuant thereto at 34 Pa. Code Section 301.1 et seq.

- a. Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4):
- 1) Hazardous substances:
 - a) The chemical name or common name,
 - b) A hazard warning, and
 - c) The name, address, and telephone number of the manufacturer.
 - 2) Hazardous mixtures:
 - a) The common name, but if none exists, then the trade name,

- b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
 - d) A hazard warning, and
 - e) The name, address, and telephone number of the manufacturer.
- 3) Single chemicals:
- a) The chemical name or the common name,
 - b) A hazard warning, if appropriate, and
 - c) The name, address, and telephone number of the manufacturer.
- 4) Chemical Mixtures:
- a) The common name, but if none exists, then the trade name,
 - b) A hazard warning, if appropriate,
 - c) The name, address, and telephone number of the manufacturer, and
 - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- b. Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

34. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

35. APPLICABLE LAW

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

36. INTEGRATION

This Contract, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

37. ORDER OF PRECEDENCE

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the solicitation; and the Contractor's response to the solicitation.

38. CONTROLLING TERMS AND CONDITIONS

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

39. CHANGES

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through the Contract Controversies Provision.

40. BACKGROUND CHECKS

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

- c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 (Amended) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

41. CONFIDENTIALITY

- a. The Contractor agrees to guard the confidentiality of the Commonwealth's confidential information with the same diligence with which it guards its own proprietary information. If the Contractor needs to disclose all or part of project materials to third parties to assist in the work or service performed for the Commonwealth, it may do so only if such third parties sign agreements containing substantially the same provisions as contained in this Section. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all confidentiality notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.
- b. The obligations stated in this Section do not apply to information:
 - 1) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - 2) independently generated by the recipient and not derived from the information supplied by the disclosing party;
 - 3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - 4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - 5) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

- c. There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

42. NOTICE

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

43. RIGHT TO KNOW LAW

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 - 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a

representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

44. ENHANCED MINIMUM WAGE PROVISIONS

- a. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- b. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be

published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

- c. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - 1. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - 2. covered by a collective bargaining agreement;
 - 3. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - 4. required to be paid a higher wage under any state or local policy or ordinance.
- d. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- e. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- f. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- g. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

Primary Account: 872-04326

DEPT OF CORRECTIONS/ IGWF
1920 TECHNOLOGY PKWY
MECHANICSBURG PA 17050-8507

WEALTH MANAGEMENT REPORT

October 01, 2019 - October 31, 2019

PORTFOLIO SUMMARY

	October 31	September 30	Month Change
Net Portfolio Value	\$16,080,584.68	\$14,974,536.01	\$1,106,048.67 ▲
Your assets	\$16,080,584.68	\$14,974,536.01	\$1,106,048.67 ▲
Your liabilities			
Your Net Cash Flow (Inflows/Outflows)	\$1,082,600.77	(\$692,617.42)	
Securities You Transferred in/Out			
Subtotal Net Contributions	\$1,082,600.77	(\$692,617.42)	
Your Dividends/Interest Income	\$19,659.81	\$12,420.92	
Your Market Gains/(Losses)	\$3,788.09	(\$3,530.50)	
Subtotal Investment Earnings	\$23,447.90	\$8,890.42	

If you have questions on your statement,
call 24-Hour Assistance:
(866) 4MLBUSINESS
(866) 465-2874

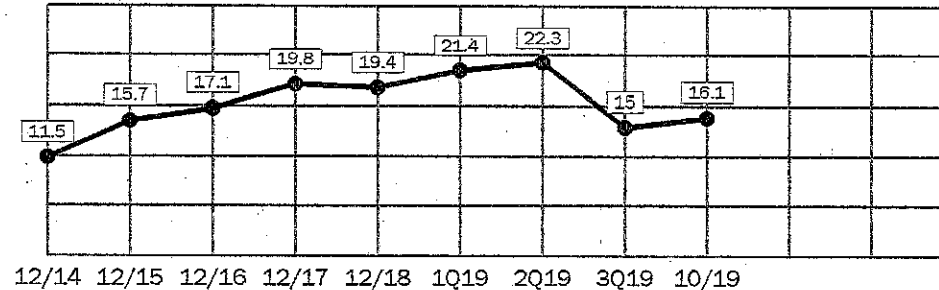
Investment Advice and Guidance:
Call Your Financial Advisor

Your Financial Advisor:
DEPALMA FRYE ASSOC
214 SENATE AVE, STE 501
CAMP HILL PA 17011
1-866-373-4835

Up-to-date account information can be viewed
at: www.mymerrill.com, where your statements
are archived for three or more years.

Questions about MyMerrill? Click the "help" tab
at the top of the screen once you log in.

Total Value (Net Portfolio Value plus Assets Not Held/Valued By MLPF&S, if any) in millions, 2014-2019



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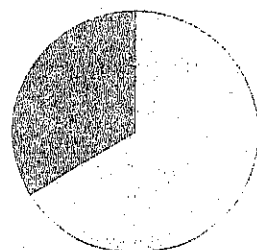


YOUR PORTFOLIO REVIEW

October 01, 2019 - October 31, 2019

ASSET ALLOCATION*

* Estimated Accrued interest not included; may not reflect all holdings; does not include asset categories less than 1%; includes the categorical values for the underlying portfolio of individual mutual funds, closed end funds, and UITs.



	Current Value	Allocation
Cash/Money Accounts	10,660,095.81	66.40%
Fixed Income	5,394,335.38	33.60%
TOTAL	\$16,054,431.19	100%

CURRENT INCOME



	This Report	Year To Date
Tax-Exempt Interest	-	-
Taxable Interest	10,685.02	258,806.78
Tax-Exempt Dividends	-	-
Taxable Dividends	8,974.79	11,539.50
Total	\$19,659.81	\$270,346.28

Your Estimated Annual Income \$291,751.91

BOND MATURITY SCHEDULE

Does not include Fixed Income Mutual Funds

Maturity Years	% of Total Bond Assets	Par Value	Estimated Market Value
<1	50%	1,190,000	1,191,845.42
1-2	10%	250,000	249,530.00
2-5	40%	950,000	948,560.00
Total	100%	2,390,000	\$2,389,935.42

TOP FIVE PORTFOLIO HOLDINGS

Based on Estimated Market Value

	Current Value	% of Portfolio
+PREFERRED DEPOSIT (BUS) +FDIC INSURED NOT SIPC COVERED	5,368,407.00	33.43%
+ML BANK DEPOSIT PROGRAM +FDIC INSURED NOT SIPC COVERED	5,291,687.00	32.96%
LORD ABBETT SHORT	3,004,399.96	18.71%
LLOYDS BANK PLC	251,505.00	1.56%
GENERAL MOTORS FINL CO	250,130.00	1.55%

Online at: www.mymerrill.com

Account Number: 872-04326

24-Hour Assistance: (866) 4MLBUSINESS

DEPT OF CORRECTIONS/ IGWF
1920 TECHNOLOGY PKWY
MECHANICSBURG PA 17050-8507

Net Portfolio Value: **\$16,080,584.68**

Your Financial Advisor:
DEPALMA FRYE ASSOC
214 SENATE AVE, STE 501
CAMP HILL PA 17011
1-866-373-4835

WCMA[®] ACCOUNT

October 01, 2019 - October 31, 2019

	<i>This Statement</i>	<i>Year to Date</i>
Opening Value (10/01)	\$14,974,536.01	
Total Credits	7,896,549.70	57,158,392.63
Total Debits	(6,794,289.12)	(60,524,010.57)
Securities You Transferred In/Out	-	-
Market Gains/(Losses)	3,788.09	19,101.58
Closing Value (10/31)	\$16,080,584.68	

ASSETS	<i>October 31</i>	<i>September 30</i>
Cash/Money Accounts	10,660,095.81	9,566,807.88
Fixed Income	2,389,935.42	2,390,844.96
Equities	-	-
Mutual Funds	3,004,399.96	2,995,427.31
Options	-	-
Other	-	-
<i>Subtotal (Long Portfolio)</i>	16,054,431.19	14,953,080.15
Estimated Accrued Interest	26,153.49	21,455.86
TOTAL ASSETS	\$16,080,584.68	\$14,974,536.01

LIABILITIES		
Debit Balance	-	-
Short Market Value	-	-
TOTAL LIABILITIES	-	-
NET PORTFOLIO VALUE	\$16,080,584.68	\$14,974,536.01



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WCMA[®] ACCOUNT

October 01, 2019 - October 31, 2019

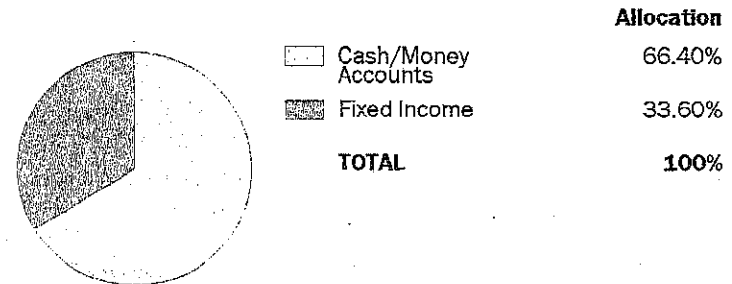
CASH FLOW	This Statement	Year to Date
Opening Cash/Money Accounts	\$9,566,807.88	
CREDITS		
Funds Received	5,847,819.81	39,636,329.49
Electronic Transfers	2,029,070.08	17,251,716.86
Other Credits	-	-
<i>Subtotal</i>	7,876,889.89	56,888,046.35
DEBITS		
Electronic Transfers	(75,347.21)	(920,984.62)
Margin Interest Charged	-	-
Other Debits	-	(5,000,000.00)
Visa Purchases	-	-
ATM/Cash Advances	-	-
Checks Written/Bill Payment	(6,718,866.91)	(54,602,650.95)
Advisory and other fees	(75.00)	(375.00)
<i>Subtotal</i>	(6,794,289.12)	(60,524,010.57)
Net Cash Flow	\$1,082,600.77	(\$3,635,964.22)

OTHER TRANSACTIONS

Dividends/Interest Income	19,659.81	270,346.28
Dividend Reinvestments	(8,972.65)	(11,514.99)
Security Purchases/Debits	-	(3,699,469.52)
Security Sales/Credits	-	450,000.00
Closing Cash/Money Accounts	\$10,660,095.81	

ASSET ALLOCATION*

* Estimated Accrued Interest not included; may not reflect all holdings; does not include asset categories less than 1%; includes the categorical values for the underlying portfolio of individual mutual funds, closed end funds, and UITs.



Having an asset allocation that reflects your profile and goals is key to achieving the right outcome. Consult with your advisor to determine an appropriate allocation across all your holdings.

DOCUMENT PREFERENCES THIS PERIOD

	Mail	Online Delivery
Statements	X	
Performance Reports	X	
Trade Confirms	X	
Shareholders Communication	X	
Prospectus	X	
Service Notices	X	
Tax Statements	X	

DEPT OF CORRECTIONS/ IGWF

Account Number: 872-04326

YOUR WCMA BANK DEPOSIT INTEREST SUMMARY

October 01, 2019 - October 31, 2019

Money Account Description	Opening Balance	Average Deposit Balance	Current Yield%	Interest on Deposits	Closing Balance
Bank of America, N.A.	3,958,112	5,395,063	.40	1,829.63	5,045,669
Bank of America CA, N.A.	246,013	246,000	.40	83.43	246,018
TOTAL ML Bank Deposit Program	4,204,125			1,913.06	5,291,687

Money Account Description	Opening Balance	Average Deposit Balance	Current Yield%	Interest on Deposits	Closing Balance
Bank of America, N.A.	5,361,354	5,361,354	1.56	7,053.21	5,368,407
TOTAL Pref Deposit for Bus	5,361,354			7,053.21	5,368,407

ITEMS FOR ATTENTION

Security	Message	Date	Security	Message	Date
CD BANKUNITED NA	Maturing	11/07/19	CD MORGAN STANLEY BK NA	Maturing	11/22/19
CD SALLIE MAE BK	Maturing	11/22/19	CD BBVA USA COMPASS	Maturing	11/29/19

YOUR WCMA ASSETS

CASH/MONEY ACCOUNTS						
Description	Quantity	Total Cost Basis	Estimated Market Price	Estimated Market Value	Estimated Annual Income	Est. Annual Yield%
CASH	1.81	1.81		1.81		
+ML BANK DEPOSIT PROGRAM +FDIC INSURED NOT SIPC COVERED	5,291,687.00	5,291,687.00	1.0000	5,291,687.00	21,167	.40
+PREFERRED DEPOSIT (BUS) +FDIC INSURED NOT SIPC COVERED	5,368,407.00	5,368,407.00	1.0000	5,368,407.00	83,747	1.56
TOTAL		10,660,095.81		10,660,095.81	104,914	.98



YOUR WCMA ASSETS

October 01, 2019 - October 31, 2019

CDs/EQUIVALENTS								
Description	Acquired	Quantity	Adjusted/Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Accrued Interest	Estimated Annual Income
CD BANKUNITED NA MIAMI LAKES, FL 02.600% NOV 07 2019 CUSIP: 066519GX1 CURRENT YIELD 2.59%	10/24/18	200,000	200,000.00	100.0200	200,040.00	40.00	5,100.27	5,200
CD MORGAN STANLEY BK NA SALT LAKE CITY, UT 01.800% NOV 22 2019 CUSIP: 61747MB67 CURRENT YIELD 1.79%	11/15/17	247,000	247,000.00	100.0150	247,037.05	37.05	1,973.29	4,446
CD SALLIE MAE BK SALT LAKE CITY, UT 01.800% NOV 22 2019 CUSIP: 795450F83 CURRENT YIELD 1.79%	11/15/17	247,000	247,000.00	100.0150	247,037.05	37.05	1,973.29	4,446
CD BBVA USA COMPASS BIRMINGHAM, AL 02.700% NOV 29 2019 CUSIP: 20451PVZ6 CURRENT YIELD 2.69%	11/14/18	246,000	246,000.00	100.0920	246,226.32	226.32	2,838.77	6,642
TOTAL YIELD 2.20%		940,000	940,000.00		940,340.42	340.42	11,885.62	20,734
CORPORATE BONDS								
Description	Acquired	Quantity	Adjusted/Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Accrued Interest	Estimated Annual Income
Ø LLOYDS BANK PLC COMPANY GUARNT GLB 02.700% AUG 17 2020 MOODY'S: AA3 S&P: A+ CUSIP: 53944VAK5 ORIGINAL UNIT/TOTAL COST: 99.2740/248,185.00 CURRENT YIELD 2.68%	11/14/18	250,000	248,185.00	100.6020	251,505.00	3,320.00	1,387.50	6,750
FORD MOTOR CREDIT CO LLC SER NOTZ 04.300% DEC 20 2020 MOODY'S: BA1 S&P: BBB- CUSIP: 34540TTZ5 PAR CALL DATE: 12/20/19 PAR CALL PRICE: 100.00 CURRENT YIELD 4.30%	12/03/18	250,000	250,000.00	99.8120	249,530.00	(470.00)	3,911.81	10,750
Ø FORD MOTOR CREDIT CO LLC GLB 03.219% JAN 09 2022 MOODY'S: BA1 S&P: BBB- CUSIP: 345397XA6	04/24/19	200,000	197,556.00	100.1450	200,290.00	2,734.00	2,002.93	6,438

DEPT OF CORRECTIONS/ IGWF

Account Number: 872-04326

YOUR WCMA ASSETS

October 01, 2019 - October 31, 2019

CORPORATE BONDS (continued)								
Description	Acquired	Quantity	Adjusted/Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Accrued Interest	Estimated Annual Income
ORIGINAL UNIT/TOTAL COST: 98.7780/197,556.00								
CURRENT YIELD 3.21%								
TORONTO-DOMINION BANK	07/18/19	250,000	250,000.00	99.2640	248,160.00	(1,840.00)	171.88	6,875
SER MTN VAR%JUL 22 2022								
MOODY'S: AA3 S&P: A CUSIP: 89114Q3J5								
ORIGINAL UNIT/TOTAL COST: 100.0000/250,000.00								
CURRENT YIELD 2.77%								
GENERAL MOTORS FINL CO	02/19/19	250,000	250,000.00	100.0520	250,130.00	130.00	1,972.22	10,000
COMP GUARNT SER NOTZ 04.000% FEB 20 2023								
MOODY'S: BAA3 S&P: BBB CUSIP: 37046ADD4								
PAR CALL DATE: 02/20/20 PAR CALL PRICE: 100.00								
CURRENT YIELD 3.99%								
FORD MOTOR CREDIT CO LLC	12/03/18	250,000	250,000.00	99.9920	249,980.00	(20.00)	4,821.53	13,250
SER NOTZ 05.300% DEC 20 2023								
MOODY'S: BA1 S&P: BBB- CUSIP: 34540TUA8								
PAR CALL DATE: 12/20/19 PAR CALL PRICE: 100.00								
CURRENT YIELD 5.30%								
TOTAL	YIELD 3.73%	1,450,000	1,445,741.00		1,449,595.00	3,854.00	14,267.87	54,063

PLEASE REFER TO NOTES BELOW FOR INFORMATION REGARDING CREDIT RATINGS.

MUTUAL FUNDS/CLOSED END FUNDS/UITs/ETPs								
Description	Quantity	Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain/(Loss)	Total Client Investment	Cumulative Investment Return (\$)	Estimated Annual Income
LORD ABBETT SHORT	713,634.1950	3,011,514.99	4.2100	3,004,399.96	(7,115.03)	3,000,000	4,399	112,041
DURATION INCOME FD A CURRENT YIELD 3.72%								
SYMBOL: LALDX Initial Purchase: 08/21/19								
Fixed Income 100%								
Subtotal (Fixed Income)					3,004,399.96			
TOTAL	YIELD 3.73%	3,011,514.99		3,004,399.96	(7,115.03)		4,399	112,041



YOUR WCMA ASSETS

October 01, 2019 - October 31, 2019

LONG PORTFOLIO	Adjusted/Total Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Accrued Interest	Estimated Annual Income
TOTAL YIELD 1.82%	16,057,351.80	16,054,431.19	(2,920.61)	26,153.49	291,751

Total Client Investment: Cost of shares directly purchased and still held. Does not include shares purchased through reinvestment.

Cumulative Investment Return: Estimated Market Value minus Total Client Investment. Cumulative Investment Return is the dollar value of the capital appreciation (depreciation) of all shares purchased and still held, including shares acquired through reinvestment of dividends and distributions, which may be greater or less than the actual income distributed.

Unrealized Gain or (Loss): Estimated Market Value minus Total Cost Basis (total cost of shares directly purchased and still held, as well as cost of shares acquired through reinvestment). Provided for Tax Planning purposes only and is not applicable to retirement accounts.

Initial Purchase: Date of your initial investment in this fund.

Market Timing: Merrill's policies prohibit mutual fund market timing, which involves the purchase and sale of mutual fund shares within short periods of time with the intention of capturing short-term profits resulting from market volatility. Market timing may result in lower returns for long-term fund shareholders because market timers capture short-term gains that would otherwise pass to all shareholders and due to increased transaction costs and fewer assets for investment due to the need to retain cash to satisfy redemptions.

Sales Charge Discounts or Waivers: Many funds offer various sales charge discounts or waivers depending on the terms of the prospectus and/or statement of additional information. You should consult a fund's prospectus and/or statement of additional information to determine whether you may qualify for a discount or waiver. Notify your Financial Advisor, Financial Solutions Advisor or Investment Center representative if you believe you qualify for any of these or any other discounts or waivers. Please contact your Financial Advisor, Financial Solutions Advisor or Investment Center representative for further information on available sales charge discounts and waivers.

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Notes

- Contingent Payment Debt Instrument (CPDI) - Gain recognized on the sale, exchange, or retirement of a CPDI is treated as ordinary interest income. Loss is treated as ordinary loss to the extent the holder's total OID inclusions (including any positive adjustments) with respect to the instrument exceed the total net negative adjustments. Any additional loss is treated as capital loss. Thus, you should be careful not to treat gains or ordinary losses from a CPDI as capital when performing year-end tax planning. Please consult your tax advisor for more information.

For Credit Ratings: S&P and Moody's provide credit ratings on the credit quality of certain bonds and preferred stocks. For a credit enhanced security, Moody's and S&P publish and provide third party vendors the higher of the rating on the credit enhancer (guarantor) or the stand alone rating on the underlying security.

DEPT OF CORRECTIONS/IGWF

Account Number:872-04326

YOUR WCMA TRANSACTIONS

October 01, 2019 - October 31, 2019

DIVIDENDS/INTEREST INCOME TRANSACTIONS

Date	Description	Transaction Type	Quantity	Reinvestment	Income	Income Year To Date
Taxable Interest						
10/22	TORONTO-DOMINION BANK SER MTN VAR%JUL 22'2022 PAY DATE 10/22/2019 CUSIP NUM: 89114Q3J5	Foreign Interest			1,718.75	
10/31	BANK DEPOSIT INTEREST	Bank Interest			1,361.06	
10/31	BANK DEPOSIT INTEREST	Bank Interest			.21	
	ML BANK DEPOSIT PROGRAM	Income Total			552.00	
	PREFERRED DEPOSIT (BUS)	Income Total			7,053.00	
	Subtotal (Taxable Interest)				10,685.02	258,806.78
Taxable Dividends						
10/01	BLK PREMIER GOV INST FD PAY DATE 09/30/2019	Dividend			2.08	
10/01	BLK PREMIER GOV INST FD AGENT REINV AMOUNT \$2.00 REINV PRICE \$1.00000 QUANTITY BOT 2.0000 AS OF 10/01	Reinvestment Share(s)	2.0000			
10/01	LORD ABBETT SHORT DURATION INCOME FD A PAY DATE 09/30/2019	* Dividend			8,972.65	
10/01	LORD ABBETT SHORT DURATION INCOME FD A	Reinvestment Program		(8,972.65) ✓		
10/01	LORD ABBETT SHORT DURATION INCOME FD A AGENT REINV AMOUNT \$8972.65 REINV PRICE \$4.21000 QUANTITY BOT 2131.2710 AS OF 09/30	Reinvestment Share(s)	2,131.2710			
10/03	BLK PREMIER GOV INST FD PAY DATE 10/02/2019	Dividend			.06	
	Subtotal (Taxable Dividends)				8,974.79	11,539.50
	NET TOTAL			(8,972.65)	19,659.81	270,346.28

CASH/OTHER TRANSACTIONS

Date	Description	Transaction Type	Quantity	Debit	Credit
Funds Received					
10/08	CHECK DEPOSIT	Funds Received			3,133,363.89



YOUR WCMA TRANSACTIONS

October 01, 2019 - October 31, 2019

CASH/OTHER TRANSACTIONS (continued)

Date	Description	Transaction Type	Quantity	Debit	Credit
Funds Received					
	26 CHECKS				
	Deposit Sub-Total				3,133,363.89
10/21	CHECK DEPOSIT	Funds Received			2,714,455.92
	18 CHECKS				
	Deposit Sub-Total				2,714,455.92
	Subtotal (Funds Received)				5,847,819.81
Electronic Transfers					
10/03	COMM OF PA DEPT OF CORRECTIONS/IG	Direct Deposit			66,049.39
10/04	COMM OF PA DEPT OF CORRECTIONS/IG	Direct Deposit			256,925.27
10/07	COMM OF PA DEPT OF CORRECTIONS/IG	Direct Deposit			253,319.51
10/09	COMM OF PA DEPT OF CORRECTIONS/IG	Direct Deposit			80,010.20
10/10	COMM OF PA DEPT OF CORRECTIONS/IG	Direct Deposit			141,330.69
10/11	COMM OF PA DEPT OF CORRECTIONS/IG	Direct Deposit			45,873.31
10/14	COMM OF PA DEPT OF CORRECTIONS/IG	Direct Deposit			237,751.22
10/16	COMM OF PA DEPT OF CORRECTIONS/IG	Direct Deposit			105,346.37
10/17	COMM OF PA DEPT OF CORRECTIONS/IG	Direct Deposit			66,385.84
10/21	COMM OF PA DEPT OF CORRECTIONS/IG	Direct Deposit			79,134.49

DEPT OF CORRECTIONS/IGWF

Account Number: 872-04326

YOUR WCMA TRANSACTIONS

October 01, 2019 - October 31, 2019

CASH/OTHER TRANSACTIONS (continued)

Date	Description	Transaction Type	Quantity	Debit	Credit
Electronic Transfers					
10/21	COMMWLTHOFPA INT 1319000005105783	Pre-Authorized Withdrawal		19,008.06	
10/21	COMMWLTHOFPA INT 1319000005105845	Pre-Authorized Withdrawal		56,339.15	
10/22	COMM OF PA DEPT OF CORRECTIONS/IG	Direct Deposit			44,136.48
10/23	COMM OF PA DEPT OF CORRECTIONS/IG	Direct Deposit			122,115.28
10/24	COMM OF PA DEPT OF CORRECTIONS/IG	Direct Deposit			183,121.29
10/28	COMM OF PA DEPT OF CORRECTIONS/IG	Direct Deposit			74,903.77
10/29	COMM OF PA DEPT OF CORRECTIONS/IG	Direct Deposit			30,615.29
10/30	COMM OF PA DEPT OF CORRECTIONS/IG	Direct Deposit			31,878.64
10/31	COMM OF PA DEPT OF CORRECTIONS/IG	Direct Deposit			210,173.04
Subtotal (Electronic Transfers)				75,347.21	2,029,070.08
NET TOTAL					7,801,542.68

ADVISORY AND OTHER FEES

Date	Fee Type	Quantity	Description	Debit	Credit
10/22	Stop Payment Fee		FEE - CHECK #00040239	25.00	
10/22	Stop Payment Fee		FEE - CHECK #00040149	25.00	



YOUR WCMA TRANSACTIONS

October 01, 2019 - October 31, 2019

ADVISORY AND OTHER FEES (continued)

Date	Fee Type	Quantity	Description	Debit	Credit
10/28	Stop Payment Fee		FEE - CHECK #00040610	25.00	
NET TOTAL				75.00	

CHECKS WRITTEN/BILL PAYMENT

Date Written	Date Cleared	Check Number	Description	Debit	Credit
08/13	10/15	40453	LACKAWANNA CO PRISON	54.50	
08/19	10/02	40462*	BEDFORD CO CLERK OF COURTS	3,802.94	
09/12	10/08	40549*	CORRECTIONAL CABLE TV	26,832.50	
09/19	10/03	40561*	ALLEGHENY CO CLERK OF COURTS	33,448.80	
09/19	10/25	40564*	BEDFORD CO CLERK OF COURTS	4,866.28	
09/19	10/01	40565	BERKS CO CENTRAL COLLECT BUREA	27,656.75	
09/19	10/02	40572*	CARBON CO BUREAU OF COLLECTION	2,408.20	
09/19	10/01	40575*	CLARION CO CLERK OF COURTS	2,432.94	
09/19	10/02	40584*	ERIE CO CLERK OF COURTS	17,878.52	
09/19	10/02	40586*	FOREST ADULT PROBATION & PAROL	871.94	
09/19	10/09	40594*	LACKAWANNA CO COURTHOUSE	12,488.50	
09/19	10/04	40595	LANCASTER CO BUREAU OF COLLECT	35,113.62	
09/19	10/01	40598*	LEHIGH CO BUREAU OF COLLECTION	21,109.63	
09/19	10/01	40604*	MONROE CO CLERK OF COURTS COUR	7,557.30	
09/19	10/01	40617*	SUSQUEHANNA CTY PROBATION DEPT	1,117.58	
09/19	10/24	40628*	LACKAWANNA CO PRISON	303.10	
09/16	10/04	40629	UPS	4,784.17	
09/30	10/10	40630	UPS	1,195.99	
10/01	10/08	40631	PHILA CO VCF	60.00	
10/01	10/21	40632	LACKAWANNA CO PRISON	158.39	
10/02	10/10	40634*	TIOGA CO PROBATION DEPT	1,290.59	
10/02	10/15	40635	WESLEY FAMILY SERVICES	18,500.00	
10/02	10/16	40636	JPAY	7,500.00	
10/02	10/11	40637	PASCDU	2,161.78	

DEPT OF CORRECTIONS/IGWF

Account Number:872-04326

YOUR WCMA TRANSACTIONS

October 01, 2019 - October 31, 2019

CHECKS WRITTEN/BILL PAYMENT (continued)

<i>Date Written</i>	<i>Date Cleared</i>	<i>Check Number</i>	<i>Description</i>	<i>Debit</i>	<i>Credit</i>
10/03	10/11	40638	CORRECTIONAL IND	3,313,114.40	
10/07	10/18	40639	SECURUS TECHNOLOGIES	390.00	
10/07	10/17	40640	UPS	2,678.68	
10/11	10/22	40641	PENNSYLVANIA PRISON SOCIETY	32,700.00	
10/11	10/24	40642	COLUMBIA CO PRISON	157.85	
10/11	10/24	40643	GLOBAL TEL LINK	59,241.00	
10/11	10/24	40644	GLOBAL TEL LINK	302,680.00	
10/11	10/24	40645	GLOBAL TEL LINK	922.50	
10/15	10/31	40647*	LACKAWANNA CO PRISON	57.20	
10/15	10/29	40648	LAWRENCE CO COMMISSIONERS	27.75	
10/15	10/22	40649	UPS	2,464.00	
10/17	10/30	40651*	GLOBAL TEL*LINK	368,190.00	
10/17	10/30	40652	GLOBAL TEL LINK	866.25	
10/17	10/30	40653	GLOBAL TEL*LINK	61,887.00	
10/17	10/30	40654	GLOBAL TEL LINK	329,885.00	
10/17	10/30	40655	GLOBAL TEL LINK	866.25	
10/17	10/30	40656	GLOBAL TEL*LINK	59,388.00	
10/18	10/31	40657	ADAMS CO COURTHOUSE	5,331.34	
10/18	10/25	40658	ALLEGHENY CO CLERK OF COURTS	29,861.85	
10/18	10/25	40659	ARMSTRONG COUNTY	2,347.27	
10/18	10/24	40660	BEAVER CO CLERK OF COURTS	7,062.97	
10/18	10/29	40662*	BERKS CO CENTRAL COLL BUREAU	26,191.71	
10/18	10/25	40663	BLAIR CO COSTS AND FINES DEPT	10,452.31	
10/18	10/24	40664	BRADFORD CO COLLECTION DEPT	4,593.86	
10/18	10/30	40665	BUCKS CO CLERK OF COURTS	21,748.04	
10/18	10/25	40666	BUTLER COUNTY	4,944.10	
10/18	10/28	40667	CAMBRIA CO CLERK OF COURTS	6,009.90	
10/18	10/28	40668	CAMERON CO PROBATION	180.14	
10/18	10/25	40669	CARBON CO BUREAU OF COLLECTION	2,021.77	
10/18	10/25	40670	CENTRE COUNTY	5,210.86	
10/18	10/28	40671	CHESTER CO ADULT PROBATION	16,429.08	



YOUR WCMA TRANSACTIONS

October 01, 2019 - October 31, 2019

CHECKS WRITTEN/BILL PAYMENT (continued)

Date Written	Date Cleared	Check Number	Description	Debit	Credit
10/18	10/25	40672	CLARION CO CLERK OF COURTS	2,540.37	
10/18	10/31	40673	CLEARFIELD CO CLERK OF COURTS	5,594.20	
10/18	10/28	40674	CLINTON CO CHIEF ADULT PROBATI	3,691.54	
10/18	10/28	40675	COLUMBIA COUNTY CLERK OF COURT	2,282.51	
10/18	10/25	40676	CRAWFORD CO COURTHOUSE CLERK O	5,406.43	
10/18	10/24	40677	CUMBERLAND CO	9,722.76	
10/18	10/24	40678	DAUPHIN COUNTY BUREAU OF FINES	27,267.49	
10/18	10/24	40680*	ELK CO PROBATION PAROLE	1,646.80	
10/18	10/30	40681	EERIE CO CLERK OF COURTS	16,634.39	
10/18	10/24	40682	FAYETTE CO CLERK OF COURTS	13,792.17	
10/18	10/29	40683	FOREST ADULT PROBATION & PAROL	1,086.44	
10/18	10/25	40684	FRANKLIN CO PAYMENT DIV	12,379.84	
10/18	10/24	40685	FULTON CO PROBATION DEPT	1,112.06	
10/18	10/25	40686	GREENE CO CLERK OF COURTS	1,856.10	
10/18	10/28	40687	HUNTINGDON CO COURTHOUSE	4,603.86	
10/18	10/25	40689*	JEFFERSON CO COURTHOUSE	6,099.58	
10/18	10/24	40690	JUNIATA CO PROBATION	614.12	
10/18	10/28	40691	LACKAWANNA CO COURTHOUSE	11,543.66	
10/18	10/28	40693*	LAWRENCE CO ADULT PROBATION	3,255.97	
10/18	10/28	40694	LEBANON CO PROBATION DEPT	11,615.97	
10/18	10/30	40695	LEHIGH CO BUREAU OF COLLECTION	20,851.25	
10/18	10/31	40696	LUZERNE COUNTY ADULT PROBATION	12,219.32	
10/18	10/25	40697	LYCOMING CO COURTHOUSE COLLECT	6,029.64	
10/18	10/28	40699*	MERCER CO CLERK OF COURTS	5,530.40	
10/18	10/24	40700	MIFFLIN CO CLERK OF COURTS	3,099.75	
10/18	10/29	40701	MONROE CO CLERK OF COURTS COUR	6,533.43	
10/18	10/29	40702	MONTGOMERY CO CLERK OF COURTS	22,088.74	
10/18	10/24	40703	MONTOUR CO CLERK OF COURTS	644.94	
10/18	10/28	40704	NORTHAMPTON CO CRIMINAL DIVISI	13,686.46	
10/18	10/23	40705	NORTHUMBERLAND CO	3,027.87	
10/18	10/24	40706	PERRY COUNTY COURT COST COLLEC	1,768.00	

DEPT OF CORRECTIONS/ IGWF

Account Number:872-04326

YOUR WCMA TRANSACTIONS

October 01, 2019 - October 31, 2019

CHECKS WRITTEN/BILL PAYMENT (continued)

Date Written	Date Cleared	Check Number	Description	Debit	Credit
10/18	10/29	40707	PHILA CO	90,981.41	
10/18	10/24	40708	PIKE CO PROBATION DEPT	3,342.68	
10/18	10/28	40709	POTTER CO COLL	841.37	
10/18	10/23	40710	SCHUYLKILL CO COLLECTIONS BURE	8,000.17	
10/18	10/23	40711	SNDYER CO CLERK OF COURTS	1,931.62	
10/18	10/24	40712	SOMERSET CO ADULT PROBATION &	3,473.19	
10/18	10/25	40713	SULLIVAN CO CLERK OF COURTS	170.28	
10/18	10/28	40714	SUSQUEHANNA CO PROBATION DEPT	896.21	
10/18	10/24	40715	TIOGA CO PROBATION DEPT	1,283.57	
10/18	10/25	40717*	VENANGO CO CLERK OF COURTS	4,573.54	
10/18	10/24	40718	WARREN CO ADULT PROBATION	4,388.53	
10/18	10/24	40719	WA CO CLERK OF COURTS	8,153.26	
10/18	10/28	40720	WAYNE CO PROBATION DEPT	2,193.86	
10/18	10/25	40721	WESTMORELAND CO CLERK OF COURT	10,892.02	
10/18	10/25	40722	WYOMING CO CLERK OF COURTS	2,502.74	
10/18	10/28	40723	YORK CO CLERK OF COURTS	24,084.45	
10/21	10/28	40724	UPS	2,827.75	
10/22	10/30	40725	GLOBAL TEL LINK	478,783.50	
10/22	10/30	40726	GLOBAL TEL*LINK	452,010.75	
10/23	10/31	40729*	SECURUS TECHNOLOGIES	467,814.85	
NET TOTAL				6,718,866.91	

* Indicates gap in check sequence

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YOUR WCMA MONEY ACCOUNT TRANSACTIONS

Date	Description	Withdrawals	Deposits	Date	Description	Withdrawals	Deposits
10/01	ML BANK DEPOSIT PROGRAM	59,873.00		10/17	ML BANK DEPOSIT PROGRAM		63,707.00
10/02	ML BANK DEPOSIT PROGRAM	24,961.00		10/18	ML BANK DEPOSIT PROGRAM	390.00	

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YOUR WCMA MONEY ACCOUNT TRANSACTIONS (continued)

October 01, 2019 - October 31, 2019

Date	Description	Withdrawals	Deposits	Date	Description	Withdrawals	Deposits
10/03	ML BANK DEPOSIT PROGRAM		33,929.00	10/21	ML BANK DEPOSIT PROGRAM		3,629.00
10/04	ML BANK DEPOSIT PROGRAM		217,028.00	10/22	ML BANK DEPOSIT PROGRAM		2,723,378.00
10/07	ML BANK DEPOSIT PROGRAM		253,319.00	10/23	ML BANK DEPOSIT PROGRAM		110,875.00
10/08	ML BANK DEPOSIT PROGRAM	26,892.00		10/24	ML BANK DEPOSIT PROGRAM	272,150.00	
10/09	ML BANK DEPOSIT PROGRAM		3,200,885.00	10/25	ML BANK DEPOSIT PROGRAM	110,795.00	
10/10	ML BANK DEPOSIT PROGRAM		138,845.00	10/28	ML BANK DEPOSIT PROGRAM	34,794.00	
10/11	ML BANK DEPOSIT PROGRAM	3,269,403.00		10/29	ML BANK DEPOSIT PROGRAM	116,295.00	
10/14	ML BANK DEPOSIT PROGRAM		237,751.00	10/30	ML BANK DEPOSIT PROGRAM	1,779,231.00	
10/15	ML BANK DEPOSIT PROGRAM	18,555.00		10/31	ML BANK DEPOSIT PROGRAM	280,844.00	
10/16	ML BANK DEPOSIT PROGRAM		97,847.00				
NET TOTAL							1,087,010.00

YOUR WCMA MONEY FUND TRANSACTIONS

Date	Description	Sales	Purchases	Date	Description	Sales	Purchases
10/02	BLK PREMIER GOV INST FD	1,329.00					
NET TOTAL							1,329.00

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Values on your statement generally are based on estimates obtained from various sources and in certain cases only from affiliates.

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Symbols and Abbreviations

I	Interest reported to the IRS
■	Gross Proceeds reported to the IRS
*	Dividends reported to the IRS
:	Transactions reported to the IRS
OCC	Options Clearing Corporation
#	Transaction you requested same day payment. Prior day's dividend retained to offset cost of advancing payment on your behalf
N/A	Price, value and/or cost data not available
N/C	Not-Calculated
N/N	Non-negotiable securities
N/O	Securities registered in your name
N/O CUST	Non-negotiable securities registered in the name of the custodian
↑ ↓	Indicates that BofA Merrill Lynch Research has upgraded (↑) or downgraded (↓) its fundamental equity opinion on a security.

DEPT OF CORRECTIONS/IGWF
1920 TECHNOLOGY PKWY
MECHANICSBURG PA 17050-8507
XO 020000 306 129 007864 #003 AB 0.412

Primary Account: 872-02461

DEPT OF CORRECTIONS/IGWF
1920 TECHNOLOGY PKWY
MECHANICSBURG PA 17050-8507

WEALTH MANAGEMENT REPORT

October 01, 2019 - October 31, 2019

PORTFOLIO SUMMARY

	October 31	September 30	Month Change	
Net Portfolio Value	\$5,012,961.63	\$4,986,245.30	\$26,716.33	▲
Your assets	\$5,012,961.63	\$4,986,245.30	\$26,716.33	▲
Your liabilities	-	-	-	
Your Net Cash Flow (Inflows/Outflows)	(\$1,406.36)	(\$1,410.96)		
Securities You Transferred In/Out	-	-		
Subtotal Net Contributions	(\$1,406.36)	(\$1,410.96)		
Your Dividends/Interest Income	\$16,566.49	\$19,446.75		
Your Market Gains/(Losses)	\$11,556.20	(\$37,550.94)		
Subtotal Investment Earnings	\$28,122.69	(\$18,104.19)		

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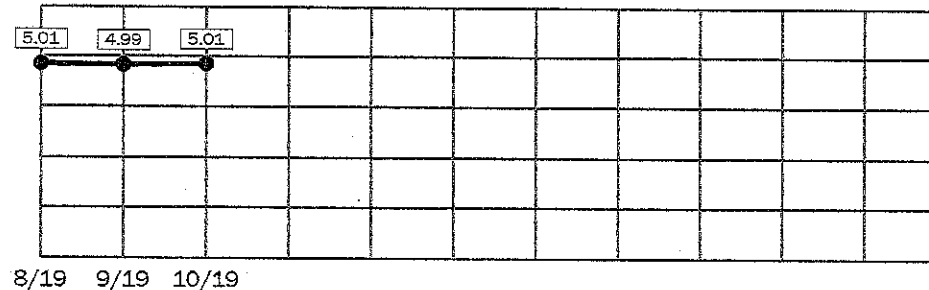
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Total Value (Net Portfolio Value plus Assets Not Held/Valued By MLPF&S, if any) in millions, 2019-2019



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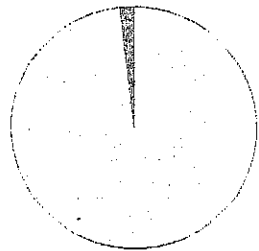


YOUR PORTFOLIO REVIEW

October 01, 2019 - October 31, 2019

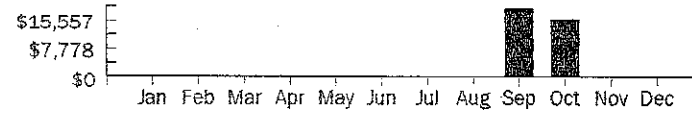
ASSET ALLOCATION*

* Estimated Accrued Interest not included; may not reflect all holdings; does not include asset categories less than 1%.



	Current Value	Allocation
Fixed Income	4,886,059.01	98.19%
Cash/Money Accounts	90,154.35	1.81%
TOTAL	\$4,976,213.36	100%

CURRENT INCOME



	This Report	Year To Date
Tax-Exempt Interest	-	-
Taxable Interest	16,566.49	36,013.24
Tax-Exempt Dividends	-	-
Taxable Dividends	-	-
Total	\$16,566.49	\$36,013.24
Your Estimated Annual Income		\$164,301.61

BOND MATURITY SCHEDULE

Does not include Fixed Income Mutual Funds

Maturity Years	% of Total Bond Assets	Par Value	Estimated Market Value
<1	7%	360,000	365,607.60
1-2	10%	481,000	493,191.19
2-5	31%	1,446,000	1,515,524.78
5-10	50%	2,319,000	2,462,735.44
20+	1%	49,000	49,000.00
Total	100%	4,655,000	\$4,886,059.01

TOP FIVE PORTFOLIO HOLDINGS

Based on Estimated Market Value

	Current Value	% of Portfolio
KROGER CO/THE	125,558.75	2.52%
BANK OF NEW YORK MELLON	124,670.52	2.50%
GILEAD SCIENCES INC	124,276.23	2.49%
INTEL CORP	124,121.16	2.49%
WELLPOINT INC	124,003.22	2.49%

Online at: www.mymerrill.com

Account Number: 872-02461

24-Hour Assistance: (866) 4MLBUSINESS

DEPT OF CORRECTIONS/ IGWF
1920 TECHNOLOGY PKWY
MECHANICSBURG PA 17050-8507

Net Portfolio Value: **\$5,012,961.63**

Your Financial Advisor:
DEPALMA FRYE ASSOC
214 SENATE AVE, STE 501
CAMP HILL PA 17011
1-866-373-4835

WCMA[®] ACCOUNT

This account is enrolled in the Merrill Lynch Investment Advisory Program

October 01, 2019 - October 31, 2019

	This Statement	Year to Date
Opening Value (10/01)	\$4,986,245.30	
Total Credits	16,566.49	5,036,013.24
Total Debits	(1,406.36)	(3,320.12)
Securities You Transferred In/Out	-	-
Market Gains/(Losses)	11,556.20	(19,731.49)
Closing Value (10/31)	\$5,012,961.63	

ASSETS	October 31	September 30
Cash/Money Accounts	90,154.35	164,388.79
Fixed Income	4,886,059.01	4,783,061.84
Equities	-	-
Mutual Funds	-	-
Options	-	-
Other	-	-
Subtotal (Long Portfolio)	4,976,213.36	4,947,450.63
Estimated Accrued Interest	36,748.27	38,794.67
TOTAL ASSETS	\$5,012,961.63	\$4,986,245.30

LIABILITIES

Debit Balance	-	-
Short Market Value	-	-
TOTAL LIABILITIES	-	-
NET PORTFOLIO VALUE	\$5,012,961.63	\$4,986,245.30



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Investment products:

Are Not FDIC Insured | Are Not Bank Guaranteed | May Lose Value



WCMA[®] ACCOUNT

October 01, 2019 - October 31, 2019

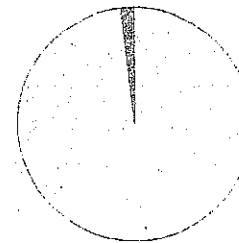
CASH FLOW	This Statement	Year to Date
Opening Cash/Money Accounts	\$164,388.79	
CREDITS		
Funds Received	-	-
Electronic Transfers	-	-
Other Credits	-	5,000,000.00
<i>Subtotal</i>	-	5,000,000.00
DEBITS		
Electronic Transfers	-	-
Margin Interest Charged	-	-
Other Debits	-	-
Visa Purchases	-	-
ATM/Cash Advances	-	-
Checks Written/Bill Payment	-	-
Advisory and other fees	(1,406.36)	(3,320.12)
<i>Subtotal</i>	(1,406.36)	(3,320.12)
Net Cash Flow	(\$1,406.36)	\$4,996,679.88

OTHER TRANSACTIONS

Dividends/Interest Income	16,566.49	36,013.24
Security Purchases/Debits	(124,085.45)	(4,977,229.65)
Security Sales/Credits	34,690.88	34,690.88
Closing Cash/Money Accounts	\$90,154.35	

ASSET ALLOCATION*

* Estimated Accrued Interest not included; may not reflect all holdings; does not include asset categories less than 1%.



	Allocation
Fixed Income	98.19%
Cash/Money Accounts	1.81%
TOTAL	100%

DOCUMENT PREFERENCES THIS PERIOD

	Mail	Online Delivery
Statements	X	
Performance Reports	X	
Trade Confirms	X	
Shareholders Communication	X	
Prospectus	X	
Service Notices	X	
Tax Statements	X	

DEPT OF CORRECTIONS/ IGWF

Account Number: 872-02461

INVESTMENT ADVISORY PROGRAM

October 01, 2019 - October 31, 2019

YOUR INVESTMENT STRATEGY - WESTERN ASSET 1-10 YR CORP LAD 100.00% RATE: 0.140%

The "Rate" above is the maximum Style Manager Expense Rate in the Style Manager Expense Rate Schedule for your Style Manager Strategy as of the end of the statement period. The Style Manager Expense Rate Schedules are set forth in the Style Manager Rate List which is available at mymerrill.com/ADV/Materials. For certain Style Manager Strategies, the maximum Style Manager Expense Rate is the only rate in the applicable Style Manager Expense Rate Schedule. For certain other Style Manager Strategies, the Style Manager Expense Rate Schedule includes multiple rates based on asset level dollar amount(s) and, for these Strategies, the actual Style Manager Fee Expense Rate charged to an account may be lower than the maximum Style Manager Expense Rate shown in the "Rate" above. If your account is a Retirement Account and you have selected a Related Style Manager, the Style Manager Expense Rate is 0% rather than the Style Manager Expense Rate shown in the "Rate" above for that Related Style Manager. Please note that Bank of America, N.A.'s Chief Investment Office (CIO) is a Related Style Manager as described in the applicable Strategy Profiles. Please see the Merrill Lynch Investment Advisory Program ("Program") Brochure and other disclosure documents provided to you for information on the Related Style Managers.

The Program Fee is calculated as described in the Program Client Agreement and Brochure. For participating Trust Management Accounts (TMA), please refer to your Investment Services or Agency Agreement, Fee Schedule and TMA Brochure in addition to the Program Form ADV Brochure for expense and fee information. Changes in the Style Managers may result in a change in the Style Manager Expense Rate. Upon request, and at no charge, we will provide more detailed information regarding the calculation of the Program Fee, including the Style Manager Expense Rate charged to an Account for the billing period indicated based on the applicable Style Manager Expense Rate Schedule. Please contact your Advisor if you would like to request this detailed fee information. For Funds noted with an asterisk (*) above or for other Funds in your account but not listed above, please see each Fund's prospectus or other disclosure documents for a description of the Fund's fees and expenses. For a "Rate" noted with a double asterisk (**) above, it is the current Overlay Expense Rate for the Overlay Service (as described in the Investment Advisory Program Form ADV Brochure and applicable Profile) as of the end of the statement period. The Overlay Expense Rate will be applied to all assets allocated to the applicable Style Manager Strategy(s) and/or Exchange-Traded Fund(s) within a Custom Managed Strategy for which the Overlay Service has been selected, and which will be identified in the Investment Advisory Program Portfolio Summary rather than this statement; the Overlay Expense Rate will not be applied to the percentage of the assets allocated to the Overlay Service for MAA options strategies. For additional information relating to the Overlay Expense Rate, see the Investment Advisory Program Form ADV Brochure, Investment Advisory Program Client Agreement and the applicable Overlay Service Profile(s). The percentage allocations listed above are based, as applicable, on target allocations for the Strategy selected or the allocations as of a particular point in time. Allocations for any particular account may be different from the allocations indicated above. For additional information, see the Investment Advisory Program Form ADV Brochure, Style Manager Profiles and Style Manager Disclosures as well as your Investment Advisory Program Client Agreement or for participating TMAs your investment Services or Agency Agreement, Fee Schedule and TMA Brochure.

We encourage you to contact your Financial Advisor(s) if there have been any changes in your financial situation or investment objectives, or if you wish to impose any reasonable restrictions on the management of your account(s) or reasonably modify existing restrictions.

Upon your request, and at no charge, we will provide to you more detailed information regarding the Program Fees that you pay. Please contact your Financial Advisor(s) if you would like to request this detailed Account fee information.

If you would like to receive a free copy of the current Form ADV Brochure(s) for the Investment Advisory Program, please send a written request with your account number(s) to: Managed Accounts Processing and Services, 4800 Deer Lake Drive West, Building 1, 3rd Fl., Jacksonville, FL 32246. You may also obtain a copy of the Investment Advisory Program Form ADV Brochure(s) by accessing the SEC's website at www.adviserinfo.sec.gov.

As part of the Investment Advisory Program, you will be provided with periodic performance measurement reports to help you monitor and assess the performance of your account(s). Should you have any questions regarding these reports or would like performance measurement reports on a more frequent basis, please contact your Financial Advisor(s).

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YOUR WCMA BANK DEPOSIT INTEREST SUMMARY

October 01, 2019 - October 31, 2019

Money Account Description	Opening Balance	Average Deposit Balance	Current Yield%	Interest on Deposits	Closing Balance
Bank of America, N.A.	131,385	133,770	.40	45.37	57,140
Bank of America CA, N.A.	33,002	33,002	.40	11.19	33,013
TOTAL ML Bank Deposit Program	164,387			56.56	90,153

YOUR WCMA ASSETS

CASH/MONEY ACCOUNTS

Description	Quantity	Total Cost Basis	Estimated Market Price	Estimated Market Value	Estimated Annual Income	Est. Annual Yield%
CASH	1.35	1.35		1.35		
+ML BANK DEPOSIT PROGRAM +FDIC INSURED NOT SIPC COVERED	90,153.00	90,153.00	1.0000	90,153.00	361	.40
TOTAL		90,154.35		90,154.35	361	.40

CORPORATE BONDS

Description	Acquired	Quantity	Adjusted/Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Accrued Interest	Estimated Annual Income
Δ BOEING CO GLB 04.875% FEB 15 2020 MOODY'S: A2 S&P: A CUSIP: 097023AZ8 ORIGINAL UNIT/TOTAL COST: 101.4200/123,732.40 CURRENT YIELD 4.83%	08/22/19	122,000	123,066.09	100.7960	122,971.12	(94.97)	1,255.58	5,948
Δ UNITED TECHNOLOGIES CORP 04.500% APR 15 2020 MOODY'S: BAA1 S&P: BBB+ CUSIP: 913017BR9 ORIGINAL UNIT/TOTAL COST: 101.6175/121,941.00 CURRENT YIELD 4.44%	08/22/19	120,000	121,390.84	101.1930	121,431.60	40.76	240.00	5,400

DEPT OF CORRECTIONS/ IGWF

Account Number: 872-02461

YOUR WCMA ASSETS

October 01, 2019 - October 31, 2019

CORPORATE BONDS (continued) Description	Acquired	Quantity	Adjusted/Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Accrued Interest	Estimated Annual Income
Δ ENTERPRISE PRODUCTS OPER COMPANY GUARNT GLB 05.200% SEP 01 2020 MOODY'S: BAA1 S&P: BBB+ CUSIP: 29379VAP8 ORIGINAL UNIT/TOTAL COST: 103.3100/121,905.80 CURRENT YIELD 5.06%	08/27/19	118,000	121,239.94	102.7160	121,204.88	(35.06)	1,022.67	6,136
Δ COCA-COLA CO/THE GLB 03.150% NOV 15 2020 MOODY'S: A1 S&P: A+ CUSIP: 191216AR1 ORIGINAL UNIT/TOTAL COST: 101.4980/122,812.58 CURRENT YIELD 3.10%	08/22/19	121,000	122,546.15	101.3650	122,651.65	105.50	1,757.53	3,812
Δ UNITEDHEALTH GROUP INC 04.700% FEB 15 2021 MOODY'S: A3 S&P: A+ CUSIP: 91324PBP6 PAR CALL DATE: 11/15/20 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 103.5000/124,200.00 CURRENT YIELD 4.56%	09/09/19	120,000	123,795.67	102.9800	123,576.00	(219.67)	1,190.67	5,640
Δ US BANCORP SER MTN 04.125% MAY 24 2021 MOODY'S: A1 S&P: A+ CUSIP: 91159HHA1 PAR CALL DATE: 04/23/21 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 103.5660/123,243.54 CURRENT YIELD 3.99%	08/22/19	119,000	122,810.00	103.3280	122,960.32	150.32	2,140.76	4,909
Δ WELLPOINT INC GLB 03.700% AUG 15 2021 MOODY'S: BAA2 S&P: A CUSIP: 94973VAW7 PAR CALL DATE: 05/15/21 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 102.8010/124,389.21 CURRENT YIELD 3.61%	08/23/19	121,000	124,087.85	102.4820	124,003.22	(84.63)	945.14	4,477



YOUR WCMA ASSETS

October 01, 2019 - October 31, 2019

CORPORATE BONDS (continued)								
Description	Acquired	Quantity	Adjusted/Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Accrued Interest	Estimated Annual Income
Δ BHP BILLITON FIN USA LTD COMPANY GUARNT GLB 03.250% NOV 21 2021 MOODY'S: A2 S&P: A CUSIP: 055451AL2 ORIGINAL UNIT/TOTAL COST: 102.8760/123,451.20 CURRENT YIELD 3.16%	08/22/19	120,000	123,177.24	102.6740	123,208.80	31.56	1,733.33	3,900
Δ PROCTER & GAMBLE CO/THE GLB 02.300% FEB 06 2022 MOODY'S: AA3 S&P: AA- CUSIP: 742718DY2 ORIGINAL UNIT/TOTAL COST: 101.3810/123,684.82 CURRENT YIELD 2.26%	08/26/19	122,000	123,565.94	101.3940	123,700.68	134.74	662.53	2,806
Δ LOWE'S COMPANIES INC GLB 03.120% APR 15 2022 MOODY'S: BAA1 S&P: BBB+ CUSIP: 548661CW5 PAR CALL DATE: 01/15/22 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 102.5803/123,096.36 CURRENT YIELD 3.04%	08/23/19	120,000	122,891.86	102.3520	122,822.40	(69.46)	166.40	3,744
Δ ANHEUSER-BUSCH INBEV WOR COMPANY GUARNT GLB 02.500% JUL 15 2022 MOODY'S: BAA1 S&P: A- CUSIP: 03523TBP2 ORIGINAL UNIT/TOTAL COST: 101.4280/39,556.92 CURRENT YIELD 2.45%	08/22/19	39,000	39,522.90	101.8910	39,737.49	214.59	287.08	975
Δ METLIFE INC GLB 03.048% DEC 15 2022 MOODY'S: A3 S&P: A- CUSIP: 59156RBF4 ORIGINAL UNIT/TOTAL COST: 103.1420/123,770.40 CURRENT YIELD 2.95%	08/22/19	120,000	123,570.54	103.3020	123,962.40	391.86	467.36	3,658
Δ GOLDMAN SACHS GROUP INC GLB 03.625% JAN 22 2023 MOODY'S: A3 S&P: BBB+ CUSIP: 38141GRD8	08/22/19	118,000	123,163.47	104.5300	123,345.40	181.93	1,176.31	4,278

DEPT OF CORRECTIONS/ IGWF

Account Number: 872-02461

YOUR WCMA ASSETS

October 01, 2019 - October 31, 2019

CORPORATE BONDS (continued)								
Description	Acquired	Quantity	Adjusted/Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Accrued Interest	Estimated Annual Income
ORIGINAL UNIT/TOTAL COST: 104.6126/123,442.87 CURRENT YIELD 3.46%								
Δ HOME DEPOT INC GLB 02.700% APR 01 2023 MOODY'S: A2 S&P: A CUSIP: 437076AZ5 PAR CALL DATE: 01/01/23 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 103.1530/122,752.07 CURRENT YIELD 2.62%	08/22/19	119,000	122,568.78	102.8700	122,415.30	(153.48)	267.75	3,213
Δ VERIZON COMMUNICATIONS GLB 05.150% SEP 15 2023 MOODY'S: BAA1 S&P: BBB+ CUSIP: 92343VBR4 ORIGINAL UNIT/TOTAL COST: 112.2130/122,312.17 CURRENT YIELD 4.61%	08/22/19	109,000	121,739.44	111.6880	121,739.92	.48	717.28	5,614
Δ CITIGROUP INC GLB 03.875% OCT 25 2023 MOODY'S: A3 S&P: BBB+ CUSIP: 172967HD6 ORIGINAL UNIT/TOTAL COST: 106.5630/122,547.45 CURRENT YIELD 3.65%	08/22/19	115,000	122,233.18	106.1090	122,025.35	(207.83)	74.27	4,457
Δ BANK OF NEW YORK MELLON SER 0012 03.650% FEB 04 2024 MOODY'S: A1 S&P: A CUSIP: 06406HCS6 PAR CALL DATE: 01/05/24 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 106.5580/124,672.86 CURRENT YIELD 3.42%	08/22/19	117,000	124,373.44	106.5560	124,670.52	297.08	1,032.04	4,271
Δ JPMORGAN CHASE & CO GLB 03.625% MAY 13 2024 MOODY'S: A2 S&P: A- CUSIP: 46625HJX9 ORIGINAL UNIT/TOTAL COST: 106.7107/122,717.31 CURRENT YIELD 3.40%	08/22/19	115,000	122,434.73	106.3460	122,297.90	(136.83)	1,945.42	4,169

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YOUR WCMA ASSETS

October 01, 2019 - October 31, 2019

CORPORATE BONDS (continued)								
Description	Acquired	Quantity	Adjusted/Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Accrued Interest	Estimated Annual Income
Δ MCDONALD'S CORP SER MTN 03.250% JUN 10 2024 MOODY'S: BAA1 S&P: BBB+ CUSIP: 58013MES9 ORIGINAL UNIT/TOTAL COST: 105.4650/123,394.05 CURRENT YIELD 3.08%	08/22/19	117,000	123,163.39	105.3410	123,248.97	85.58	1,489.31	3,803
Δ MORGAN STANLEY SER GMTN GLB 03.700% OCT 23 2024 MOODY'S: A3 S&P: BBB+ CUSIP: 61761JVL0 ORIGINAL UNIT/TOTAL COST: 106.4968/122,471.32 CURRENT YIELD 3.47%	08/22/19	115,000	122,223.75	106.3910	122,349.65	125.90	94.56	4,255
Δ GILEAD SCIENCES INC GLB 03.500% FEB 01 2025 MOODY'S: A3 S&P: A CUSIP: 375558AZ6 PAR CALL DATE: 11/01/24 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 106.2274/124,286.06 CURRENT YIELD 3.29%	08/22/19	117,000	124,057.11	106.2190	124,276.23	219.12	1,023.75	4,095
Δ TIME WARNER INC COMPANY GUARNT GLB 03.600% JUL 15 2025 MOODY'S: *** S&P: BBB CUSIP: 887317AW5 PAR CALL DATE: 04/15/25 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 103.7850/124,542.00 CURRENT YIELD 3.50%	08/22/19	120,000	124,413.22	102.6490	123,178.80	(1,234.42)	1,272.00	4,320
Δ WALT DISNEY COMPANY/THE CGTD SER GMTN GLB 03.150% SEP 17 2025 MOODY'S: A2 S&P: A CUSIP: 25468PDF0 ORIGINAL UNIT/TOTAL COST: 106.8310/122,855.65 CURRENT YIELD 2.95%	08/22/19	115,000	122,633.79	106.4760	122,447.40	(186.39)	442.75	3,623

DEPT OF CORRECTIONS/ IGWF

Account Number:872-02461

YOUR WCMA ASSETS

October 01, 2019 - October 31, 2019

CORPORATE BONDS (continued)								
Description	Acquired	Quantity	Adjusted/Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Accrued Interest	Estimated Annual Income
Δ ASTRAZENECA PLC GLB 03.375% NOV 16 2025 MOODY'S: A3 S&P: BBB+ CUSIP: 046353AL2 ORIGINAL UNIT/TOTAL COST: 105.6700/122,577.20 CURRENT YIELD 3.19%	08/22/19	116,000	122,399.07	105.7650	122,687.40	288.33	1,794.38	3,915
Δ LOCKHEED MARTIN CORP GLB 03.550% JAN 15 2026 MOODY'S: BAA1 S&P: A- CUSIP: 539830BH1 PAR CALL DATE: 10/15/25 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 108.4960/123,685.44 CURRENT YIELD 3.28%	08/22/19	114,000	123,428.30	108.0100	123,131.40	(296.90)	1,191.62	4,047
Δ COMCAST CORP COMPANY GUARNT GLB 03.150% MAR 01 2026 MOODY'S: A3 S&P: A- CUSIP: 2003ONBS9 PAR CALL DATE: 12/01/25 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 105.4970/122,376.52 CURRENT YIELD 2.98%	08/22/19	116,000	122,211.31	105.5240	122,407.84	196.53	609.00	3,654
KROGER CO/THE GLB 02.650% OCT 15 2026 MOODY'S: BAA1 S&P: BBB CUSIP: 501044DE8 PAR CALL DATE: 07/15/26 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 99.2860/124,107.50 CURRENT YIELD 2.63%	08/22/19	125,000	124,107.50	100.4470	125,558.75	1,451.25	147.22	3,313
Δ WELLS FARGO & COMPANY GLB 03.000% OCT 23 2026 MOODY'S: A2 S&P: A- CUSIP: 949746SH5 ORIGINAL UNIT/TOTAL COST: 103.6330/123,323.27 CURRENT YIELD 2.91%	08/22/19	119,000	123,222.78	102.7560	122,279.64	(943.14)	79.33	3,570



YOUR WCMA ASSETS

October 01, 2019 - October 31, 2019

CORPORATE BONDS (continued)								
Description	Acquired	Quantity	Adjusted/Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Accrued Interest	Estimated Annual Income
OCCIDENTAL PETROLEUM COR GLB 03.000% FEB 15 2027 MOODY'S: BAA3 S&P: BBB CUSIP: 674599CM5 PAR CALL DATE: 11/15/26 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 99.9330/124,916.25 CURRENT YIELD 3.02%	08/22/19	125,000	124,916.25	99.1520	123,940.00	(976.25)	791.67	3,750
Δ INTEL CORP GLB 03.150% MAY 11 2027 MOODY'S: A1 S&P: A+ CUSIP: 458140AX8 PAR CALL DATE: 02/11/27 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 107.2890/124,455.24 CURRENT YIELD 2.94%	08/22/19	116,000	124,271.91	107.0010	124,121.16	(150.75)	1,725.50	3,654
Δ DUKE ENERGY CORP GLB 03.150% AUG 15 2027 MOODY'S: BAA1 S&P: BBB+ CUSIP: 26441CAX3 PAR CALL DATE: 05/15/27 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 104.6060/124,481.14 CURRENT YIELD 3.02%	08/22/19	119,000	124,368.18	104.1470	123,934.93	(433.25)	791.35	3,749
Δ ORACLE CORP GLB 03.250% NOV 15 2027 MOODY'S: A1 S&P: A+ CUSIP: 68389XBN4 PAR CALL DATE: 08/15/27 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 107.1460/123,217.90 CURRENT YIELD 3.05%	08/22/19	115,000	123,052.83	106.3340	122,284.10	(768.73)	1,723.40	3,738
Δ STARBUCKS CORP GLB 03.500% MAR 01 2028 MOODY'S: BAA1 S&P: BBB+ CUSIP: 855244AP4 PAR CALL DATE: 12/01/27 PAR CALL PRICE: 100.00	08/22/19	114,000	122,512.47	108.1780	123,322.92	810.45	665.00	3,990

DEPT OF CORRECTIONS/ IGWF

Account Number: 872-02461

YOUR WCMA ASSETS

October 01, 2019 - October 31, 2019

CORPORATE BONDS (continued)								
Description	Acquired	Quantity	Adjusted/Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Accrued Interest	Estimated Annual Income
ORIGINAL UNIT/TOTAL COST: 107.6130/122,678.82								
CURRENT YIELD 3.23%								
Δ CVS HEALTH CORP	08/22/19	112,000	121,861.11	108.7640	121,815.68	(45.43)	481.60	4,816
GLB 04.300% MAR 25 2028								
MOODY'S: BAA2 S&P: BBB CUSIP: 126650CX6								
PAR CALL DATE: 12/25/27 PAR CALL PRICE: 100.00								
ORIGINAL UNIT/TOTAL COST: 108.9710/122,047.52								
CURRENT YIELD 3.95%								
Δ GENERAL MILLS INC	08/22/19	109,000	122,265.23	112.2370	122,338.33	73.10	178.03	4,578
GLB 04.200% APR 17 2028								
MOODY'S: BAA2 S&P: BBB CUSIP: 370334CG7								
PAR CALL DATE: 01/17/28 PAR CALL PRICE: 100.00								
ORIGINAL UNIT/TOTAL COST: 112.4030/122,519.27								
CURRENT YIELD 3.74%								
Δ GENERAL DYNAMICS CORP	08/22/19	110,000	123,158.92	111.7460	122,920.60	(238.32)	1,902.08	4,125
COMPANY GUARNT GLB 03.750% MAY 15 2028								
MOODY'S: A2 S&P: A+ CUSIP: 369550BC1								
PAR CALL DATE: 02/15/28 PAR CALL PRICE: 100.00								
ORIGINAL UNIT/TOTAL COST: 112.1930/123,412.30								
CURRENT YIELD 3.35%								
Δ AT&T INC	08/22/19	110,000	122,504.01	110.5650	121,621.50	(882.51)	797.50	4,785
GLB 04.350% MAR 01 2029								
MOODY'S: BAA2 S&P: BBB CUSIP: 00206RHJ4								
PAR CALL DATE: 12/01/28 PAR CALL PRICE: 100.00								
ORIGINAL UNIT/TOTAL COST: 111.5590/122,714.90								
CURRENT YIELD 3.93%								
Δ PFIZER INC	08/22/19	113,000	122,964.31	109.1080	123,292.04	327.73	498.14	3,899
GLB 03.450% MAR 15 2029								
MOODY'S: A1 S&P: AA- CUSIP: 717081ET6								

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YOUR WCMA ASSETS

October 01, 2019 - October 31, 2019

CORPORATE BONDS (continued)								
Description	Acquired	Quantity	Adjusted/Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Accrued Interest	Estimated Annual Income
PAR CALL DATE: 12/15/28 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 108.9700/123,136.10 CURRENT YIELD 3.16%								
Δ WALMART INC	08/22/19	114,000	124,246.83	108.2080	123,357.12	(889.71)	1,162.96	3,705
GLB 03.250% JUL 08 2029 MOODY'S: AA2 S&P: AA CUSIP: 931142EN9 PAR CALL DATE: 04/08/29 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 109.1390/124,418.46 CURRENT YIELD 3.00%								
Δ PEPSICO INC	10/28/19	120,000	123,287.55	103.1830	123,819.60	532.05	805.00	3,150
GLB 02.625% JUL 29 2029 MOODY'S: A1 S&P: A+ CUSIP: 713448EL8 PAR CALL DATE: 04/29/29 PAR CALL PRICE: 100.00 ORIGINAL UNIT/TOTAL COST: 102.7410/123,289.20 CURRENT YIELD 2.54%								
ANHEUSER	N/A	49,000	N/A	100.0000	49,000.00	N/A		
PART CALLD ML# A03H5 02.500% JUL 15 2022 MOODY'S: *** S&P: *** CINS: CRP268376 EST MKT PRICE AS OF 10/22/19								
TOTAL YIELD 3.39%		4,655,000	4,839,447.88		4,886,059.01	(2,388.87)	36,748.27	163,941

PLEASE REFER TO NOTES BELOW FOR INFORMATION REGARDING CREDIT RATINGS.

LONG PORTFOLIO						
		Adjusted/Total Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Accrued Interest	Estimated Annual Income
TOTAL YIELD 3.33%		4,929,602.23	4,976,213.36	(2,388.87)	36,748.27	164,301



DEPT OF CORRECTIONS/ IGWF

Account Number: 872-02461

YOUR WCMA ASSETS

October 01, 2019 - October 31, 2019

Notes

Δ Debt Instruments purchased at a premium show amortization Θ Debt Instruments purchased at a discount show accretion
 *** Rating currently unavailable or not rated/unrated as provided by Rating Agency or recognized industry wide third party vendor source.
 * - Excludes the market value of original issue discount holdings in the calculation of total current yield for debt securities.
 Total values exclude N/A items
 For Credit Ratings: S&P and Moody's provide credit ratings on the credit quality of certain bonds and preferred stocks. For a credit enhanced security, Moody's and S&P publish and provide third party vendors the higher of the rating on the credit enhancer (guarantor) or the stand alone rating on the underlying security.

YOUR WCMA TRANSACTIONS

DIVIDENDS/INTEREST INCOME TRANSACTIONS

Date	Description	Transaction Type	Quantity	Income	Income Year To Date
Taxable Interest					
10/01	HOME DEPOT INC GLB 02.700% APR 01 2023 PAY DATE 10/01/2019 CUSIP NUM: 437076AZ5	Interest		1,606.50	
10/15	KROGER CO/THE GLB 02.650% OCT 15 2026 PAY DATE 10/15/2019 CUSIP NUM: 501044DE8	Interest		1,656.25	
10/15	LOWE'S COMPANIES INC GLB 03.120% APR 15 2022 PAY DATE 10/15/2019 CUSIP NUM: 548661CW5	Interest		1,872.00	
10/15	UNITED TECHNOLOGIES CORP 04.500% APR 15 2020 PAY DATE 10/15/2019 CUSIP NUM: 913017BR9	Interest		2,700.00	
10/17	GENERAL MILLS INC GLB 04.200% APR 17 2028 PAY DATE 10/17/2019 CUSIP NUM: 370334CG7	Interest		2,289.00	
10/23	MORGAN STANLEY SER GMTN GLB 03.700% OCT 23 2024 PAY DATE 10/23/2019 CUSIP NUM: 61761JVLO	Interest		2,127.50	
10/23	WELLS FARGO & COMPANY GLB 03.000% OCT 23 2026 PAY DATE 10/23/2019 CUSIP NUM: 949746SH5	Interest		1,785.00	
10/25	CITIGROUP INC GLB 03.875% OCT 25 2023 PAY DATE 10/25/2019 CUSIP NUM: 172967HD6	Interest		2,228.13	
10/29	ANHEUSER-BUSCH INBEV WOR PRTL CALL PRNT ML# A03H5 02.500% JUL 15 2022 PAY DATE 10/29/2019 CUSIP NUM: CRP267964	Interest		245.55	



YOUR WCMA TRANSACTIONS

October 01, 2019 - October 31, 2019

DIVIDENDS/INTEREST INCOME TRANSACTIONS (continued)

Date	Description	Transaction Type	Quantity	Income	Income Year To Date
Taxable Interest					
10/31	BANK DEPOSIT INTEREST	Bank Interest		.56	
	ML BANK DEPOSIT PROGRAM	Income Total		56.00	
Subtotal (Taxable Interest)				16,566.49	36,013.24
NET TOTAL				16,566.49	36,013.24

SECURITY TRANSACTIONS

TRANSACTIONS CONDUCTED PER THE APPLICABLE WRITTEN AGREEMENT

Settlement Date	Description	Transaction Type	Quantity	Transaction Amount	Commissions/ Trading Fees	(Debit)/ Credit	Accrued Interest Earned/(Paid)
Purchases							
10/30	PEPSICO INC GLB 02.625% JUL 29 2029 CUS NO 713448EL8 UNIT PRICE 102.7410	Purchase	120,000.0000	(123,289.20)		(124,085.45)	(796.25)
Subtotal (Purchases)				(123,289.20)		(124,085.45)	
Other Security Transactions							
10/02	ANHEUSER-BUSCH INBEV WOR PRTL CALL PRNT ML# A03H5 02.500% JUL 15 2022	Exchange	34,000.0000				
10/02	ANHEUSER-BUSCH INBEV WOR COMPANY GUARNT GLB 02.500% JUL 15 2022	Exchange	-34,000.0000				
10/15	ANHEUSER PART CALLD ML# A03H5 02.500% JUL 15 2022	Exchange	49,000.0000				
10/15	ANHEUSER-BUSCH INBEV WOR COMPANY GUARNT GLB 02.500% JUL 15 2022	Exchange	-49,000.0000				
10/29	ANHEUSER-BUSCH INBEV WOR PRTL CALL PRNT ML# A03H5 02.500% JUL 15 2022 PAY DATE 10/29/2019	Redemption	-34,000.0000			34,690.88	
Subtotal (Other Security Transactions)						34,690.88	
TOTAL				(123,289.20)		(89,394.57)	

DEPT OF CORRECTIONS/ IGWF

Account Number:872-02461

YOUR WCMA TRANSACTIONS

October 01, 2019 - October 31, 2019

SECURITY TRANSACTIONS (continued)
TRANSACTIONS CONDUCTED PER THE APPLICABLE WRITTEN AGREEMENT

Settlement Date	Description	Transaction Type	Quantity	Transaction Amount	Commissions/ Trading Fees	(Debit)/ Credit	Accrued Interest Earned/(Paid)
Other Security Transactions							
TOTAL SECURITY PURCHASES/(DEBITS)						(124,085.45)	
TOTAL SECURITY SALES/CREDITS						34,690.88	
Total Accrued Interest Paid							(796.25)

REALIZED GAINS/(LOSSES)

Description	Quantity	Acquired Liquidation		Sale Amount	Cost Basis	Gains/(Losses)	
		Date	Date			This Statement	Year to Date
ANHEUSER-BUSCH IN 2.50% 22	34000.0000	08/22/19	10/29/19	34,690.88	34,485.52	N/C	
TOTAL				34,690.88	34,485.52		

⊕ - Excludes transactions for which we have insufficient data

N/C - Results may not be calculated for transactions which involve the sale of partnership interests, short term debt instruments, derivative products purchased in the secondary market, or the determination of ordinary income and/or capital items for discount and zero-coupon issues.

ADVISORY AND OTHER FEES

Date	Fee Type	Quantity	Description	Debit	Credit
10/02	Advisory Program Fee		INV. ADVISORY FEE OCT	1,406.36	
NET TOTAL				1,406.36	

YOUR WCMA MONEY ACCOUNT TRANSACTIONS

Date	Description	Withdrawals	Deposits	Date	Description	Withdrawals	Deposits
10/01	ML BANK DEPOSIT PROGRAM		1.00	10/24	ML BANK DEPOSIT PROGRAM		3,912.00
10/02	ML BANK DEPOSIT PROGRAM		200.00	10/28	ML BANK DEPOSIT PROGRAM		2,228.00
10/16	ML BANK DEPOSIT PROGRAM		6,229.00	10/30	ML BANK DEPOSIT PROGRAM	89,149.00	

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YOUR WCMA MONEY ACCOUNT TRANSACTIONS *(continued)*

October 01, 2019 - October 31, 2019

<i>Date</i>	<i>Description</i>	<i>Withdrawals</i>	<i>Deposits</i>	<i>Date</i>	<i>Description</i>	<i>Withdrawals</i>	<i>Deposits</i>
10/18	ML BANK DEPOSIT PROGRAM		2,289.00				
NET TOTAL						74,290.00	

Customer Service

Please promptly report any inaccuracy, discrepancy, and/or concern by calling Wealth Management Client Support at (800-MERRILL) within ten (10) business days after delivery of or communication of the account statement. You should re-confirm any oral communications in writing to protect your rights.

About Us

You may review our financial statement at our offices: Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S or ML), One Bryant Park, New York, New York 10036. If you request a copy of our financial statement, we will mail it to you.

We act as a market maker, dealer, block positioner or arbitrageur in certain securities. These activities may put us or one of our affiliates on the opposite side of transactions we execute for you and potentially result in trading profits for us or our affiliates.

BofA Merrill Lynch Research is research produced by MLPF&S and/or one or more of its affiliates. Third party research ratings from selected vendors are provided, if available, for your information. Our providing these research ratings is not a solicitation or recommendation of any particular security. MLPF&S and its affiliates are not responsible for any third party research and have no liability for such research. You are responsible for any trading decision you make based upon third party research ratings and reports.

MLPF&S may make available to you certain securities and other investment products that are sponsored, managed, distributed or provided by companies that are affiliates of Bank of America Corporation (BAC) or in which BAC has a substantial economic interest.

Merrill and Merrill Edge are the marketing name for two businesses: Merrill Advisory Center™, which offers team-based advice and guidance brokerage services; and a self-directed online investing platform. Both are made available through MLPF&S.

Bank of America Merrill Lynch is the marketing name for the global banking and global markets businesses of BAC. Lending, derivatives, and other commercial banking activities are performed globally by banking affiliates of BAC, including Bank of America, N.A., member Federal Deposit Insurance Corporation (FDIC). Securities, strategic advisory, and other investment banking activities are performed globally by investment banking affiliates of BAC ("Investment Banking Affiliates"), including, in the United States, MLPF&S and Merrill Lynch Professional Clearing Corp., all of which are registered broker dealers and members of Financial Industry Regulatory Authority (FINRA) and

Securities Investor Protection Corporation (SIPC), and, in other jurisdictions, locally registered entities.

Investment products offered by Investment Banking Affiliates, including MLPF&S, ARE NOT FDIC INSURED, ARE NOT BANK GUARANTEED AND MAY LOSE VALUE.

Additional Information

We will route your equity and option orders to market centers consistent with our duty of best execution.

Except for certain custodial accounts, we hold bonds and preferred stocks in bulk segregation. If there is a partial call for those securities, securities will be randomly selected from those held in bulk. The probability of your holdings being selected is proportional to the total number of customer holdings of that particular security that we hold.

This statement serves as a confirmation of certain transactions during the period permitted to be reported periodically. Additional information, including the time of execution for any trade, is available upon written request.

In accordance with applicable law, rules and regulations, your free credit balance is not segregated and we can use these funds in our business. Your free credit balance is the amount of funds payable upon your demand. You have the right to receive, in the normal course of business, any free credit balance and any fully paid securities to which you are entitled, subject to any obligations you owe in any of your accounts.

For clients enrolled in a sweep program, the balance in any bank deposit account or shares of any money market mutual fund in which you have a beneficial interest can be withdrawn or liquidated on your order and the proceeds returned to your securities account or remitted to you.

You will have the right to vote full shares and we may solicit voting instructions concerning these full shares in your account. Voting shares in your account will be governed by the then current rules and policies of FINRA and the Securities Exchange Commission or other applicable exchanges or regulatory bodies.

All transactions are subject to the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market, and its clearinghouse, if any, where the transactions are executed, and if not executed on any exchange, FINRA.

You may obtain an investor brochure that includes information describing the FINRA Regulation Public Disclosure Program ("Program"). To obtain a brochure or more information about the Program or your broker contact the FINRA Regulation Public Disclosure Program Hotline at (800)289-9999 or access the FINRA website

at www.finra.org

We receive a fee from ISA® banks of up to 2% per annum of the average daily balances. We receive a fee from our affiliated banks of up to \$100 per annum for each account that sweeps balances to the banks under the RASPSM and ML bank deposit programs. We also receive a fee from Bank of America, N.A. based on the average daily Preferred Deposit® and Preferred Deposit for Business® balances.

Options Customers

For all customers, including those who own options, please promptly advise us of any material change in your investment objectives or financial condition. Individual options commission charges have been included in your confirmation. You may request a summary of this information.

Margin Customers

If this statement is for a margin account, it is a combined statement of your margin account and special memorandum account maintained for you pursuant to applicable regulations. The permanent record of the separate account, as required by Regulation T, is available for your inspection upon request. You should retain this statement for use with your next statement to calculate interest charges, if any, for the period covered by this statement. The interest charge period will parallel the statement period, except that interest due for the final day of the statement period will be carried over and appear on your next statement.

Coverage for your Account

The Securities Investor Protection Corporation (SIPC) and our excess-SIPC insurance policy do not cover commodities futures contracts, fixed annuity contracts, hedge funds, private equity funds, commodity pools and other investment contracts (such as limited partnerships) that are not registered with the US Securities Exchange Commission, precious metals, other assets that are not securities, as defined by SIPC, and assets that are not held at MLPF&S, such as cash on deposit at Bank of America, N.A. or Bank of America California, N.A. (Merrill Lynch affiliated banks) or other depository institutions. Those bank deposits are protected by the FDIC up to applicable limits. MLPF&S is not a bank. Unless otherwise disclosed, INVESTMENTS THROUGH MLPF&S ARE NOT FDIC INSURED, ARE NOT BANK GUARANTEED AND MAY LOSE VALUE. To obtain information about SIPC, including the SIPC Brochure, contact SIPC at <http://www.sipc.org> or (202)371-8300.



Fixed Income Securities

Values on your statement generally are based on estimates obtained from various sources and in certain cases only from affiliates. These values assume standard market conditions, are not firm bids or offers and may vary from prices achieved in actual transactions, especially for thinly traded securities. These values are generally for transactions of \$1 million or more, which often reflect more favorable pricing than transactions in smaller amounts. You may pay more than these values if you purchase smaller amounts of securities, or receive less if you sell smaller amounts of securities.

Prices and Valuations

While we believe our pricing information to be reliable, we cannot guarantee its accuracy. Pricing information provided for certain thinly traded securities may be stale.

Values on your statement generally are based on estimates obtained from various sources and in certain cases only from affiliates.

Investments such as direct participation program securities (e.g., partnerships, limited liability companies, and real estate trusts which are not listed on any exchange), and alternative investments (e.g. commodity pools, private equity funds, private debit funds, and hedge funds) are generally illiquid investments. No formal trading market exists for these securities and their current values will likely be different from the purchase price. Unless otherwise indicated, and except for certain alternative investment funds sponsored by affiliates of MLPF&S, the value shown on this statement for an investment in these securities has been provided by the management, administrator or sponsor of each program or a third-party vendor, in each case without independent verification by MLPF&S. The values shown may not reflect actual market value or be realized upon a sale. If an estimated value is not provided, accurate valuation information is not available.

Cost Data/Realized Capital Gains & Losses

Cost Data and Realized Capital Gains/Losses are provided in this statement for informational purposes only. Please review for accuracy. Merrill Lynch is not responsible for omitted or restated data. Please consult your tax advisor to determine the tax consequences of your securities transactions. Your statement is not an official accounting of gains/losses. Please refer to your records, trade confirmations, and your Consolidated Tax Reporting Statement (Form 1099).

Insurance Policies and Annuity Contracts

Information is based on data from the issuing insurer. We are not responsible for the calculation of policy/contract values. Insurance policies and annuity contracts are generally not held in your MLPF&S account. If we, as custodian or trustee, hold an annuity contract that is a security, SIPC and excess-SIPC coverage apply.

Estimated Annual Income and Current Yield

Estimated Annual Income and Current Yield for certain types of securities could include a return of principal or capital gains in which case the Estimated Annual Income and Current Yield would be overstated. Estimated Annual Income and Current Yield are estimates and the actual income and yield might be lower or higher than the estimated amounts. Current Yield is based upon Estimated Annual Income and the current price of the security and will fluctuate.

Market-Linked Investments (MLI)

MLIs are debt securities or Certificates of Deposit linked to an underlying reference asset. They are reflected on your statement by their underlying reference asset - equities (e.g., stocks, ETFs, equity indices), alternative investments (e.g., commodities, currencies), or fixed income (e.g., interest rates). This classification method illustrates your asset allocation.

Symbols and Abbreviations

I	Interest reported to the IRS
■	Gross Proceeds reported to the IRS
*	Dividends reported to the IRS
:	Transactions reported to the IRS
OCC	Options Clearing Corporation
#	Transaction you requested same day payment. Prior day's dividend retained to offset cost of advancing payment on your behalf
N/A	Price, value and/or cost data not available
N/C	Not-Calculated
N/N	Non-negotiable securities
N/O	Securities registered in your name
N/O CUST	Non-negotiable securities registered in the name of the custodian
↑ ↓	Indicates that BofA Merrill Lynch Research has upgraded (↑) or downgraded (↓) its fundamental equity opinion on a security.

DEPT OF CORRECTIONS/IGWF
1920 TECHNOLOGY PKWY
MECHANICSBURG PA 17050-8507
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XXXXXXXXXX 770 689 000112 #001 AB 0.412

DEPT OF CORRECTIONS/ IGWF
1920 TECHNOLOGY PKWY
MECHANICSBURG PA 17050-8507

Account Number: 872-02461

TRADE CONFIRMATION

Date: October 28, 2019

We confirm the following transaction(s) subject to the agreement below.

BOUGHT PEPICO INC GLB 02.625% JUL 29 2029

Quantity	Price	Amount	Trade Date
120000	102.741000	123289.20	10/28/19
Processing Fee			Settle Date 10/30/19
Transaction Fee			Symbol PEP 29
Accrued Interest/Dividends			Security # D85K1
NET AMOUNT			Cusip # 713448EL8
			FA # 8197

MOODYS A1 S&P A+ CALLABLE-MAY AFFECT YIELD. DETAILS UPON REQUEST. 091 DAYS INTEREST. INTEREST FROM 07/29/19. FIRST COUPON 01/29/20. PER ADVISORY AGREEMENT. RATINGS ARE SUBJECT TO CHANGE. YIELD TO CALL 2.30% CALL DATE 4/29/29. CALL PRICE \$100.00.

ML ACTED AS AGENT

Payment for securities or other investment instruments purchased, and delivery of securities or other investment instruments sold, are due not later than SETTLEMENT DATE unless otherwise indicated by a DATE DUE. Please preserve this confirmation for income tax purposes. If submitting a check, money order or correspondence, please write your account number and forward to "Merrill Office Serving Your Account", shown at the top of the page above your account number. If you have moved or plan to move, notify your Financial Advisor of your new address.

Merrill Lynch, Pierce, Fenner & Smith Incorporated (also referred to as "MLPF&S" or "Merrill") makes a valuable certain investment products sponsored, managed, distributed or provided by companies that are affiliates of Bank of America Corporation (BoFA Corp). MLPF&S is a registered broker-dealer, Member SIPC and a wholly owned subsidiary of BoFA Corp. Investment products:

Are Not FDIC Insured | Are Not Bank Guaranteed | May Lose Value

Note: CDs are FDIC-insured (subject to applicable limits).

IT IS AGREED BETWEEN MERRILL LYNCH (ML) (24) AND YOU THAT:

(1) All transactions are subject to the constitution, rules, customs, usages and rulings of the exchange or market and its clearing house, if any, where executed, as well as applicable federal and state laws and regulations, FINRA rules and the provisions of any other written agreement and shall be governed by the laws of the State of New York, excluding choice of law principles.

(2) This confirmation shall be deemed conclusive if not objected to in writing within ten (10) business days after delivery or communication to you. We reserve the right to correct any errors.

(3) Time of execution will be provided upon written request.

(4) All purchase transactions for your account require by settlement date: (a) with respect to a cash account, full payment and (b) with respect to a margin or good faith account, any required margin. All purchase transactions in a cash account are based on your agreement that you will promptly make full cash payment for the security or asset before selling it and that you do not contemplate selling it prior to making such payment, with the understanding that net settlement of transactions done on a DVP/RVP basis may be permitted at our discretion. All sale transactions in a cash account are based on your representation that you own the security and that you will deposit it promptly in your account (if not already held therein). Late delivery may result in additional charges for premium payment on securities borrowed. ML reserves the right to close transactions through buy ins or sell outs without further notice when ML deems such action appropriate.

(5) ML will hold for your account all securities bought and proceeds of securities sold unless you instruct us otherwise.

(6) If ML carries your securities in a cash account and these securities have been sold to you or purchased from you in this account, until these securities have been paid for in full, such securities may be hypothecated under circumstances which will permit the commingling thereof with securities carried for the account of other customers. If you have pledged securities or other property to ML as collateral, until all your obligations of any kind to ML are discharged, we may without notice to you (a) pledge or hypothecate such securities or property, including under circumstances that will permit them to be commingled with securities or property of others and (b) lend, sell or otherwise transfer such securities or other property owned by you or deliver the same on others' contracts of sale without ML having in its possession and control for delivery a like amount of similar securities or property.

(7) All of your securities and other property in any account (margin or cash) in which you have an interest, or which at any time are in your possession or under your control, other than retirement accounts (IRAs) and 529 accounts, and all proceeds of the foregoing, shall be subject to a lien for the discharge of any and all indebtedness or any other obligations you may have to ML or any ML affiliate. Securities and other property held in retirement accounts are not subject to this lien, and are not used as security for the payment of your obligations or indebtedness for other accounts you maintain with ML. You agree that ML holds all securities and other property in margin or cash accounts, other than retirement accounts, as security for the payment of any such obligations or indebtedness to ML in any account in which you have an interest. Subject to applicable laws, ML may, at any time and without giving you prior notice, use and/or transfer any or all securities and other property in any account in which you have an interest, other than retirement accounts, without regard to ML having made any advances in connection with such security and other property and without regard to the number of accounts you may have with ML. In enforcing this lien, ML, at its sole discretion, may determine which securities and other property are to be sold or which contracts are to be closed.

(8) If securities loaned for a short sale are no longer available, ML reserves the right to decide, by random selection, which positions will be subject to a buy-in.

(9) It is your responsibility to cancel any open order for your account, including, under circumstances when entering a substitution order.

(10) Except for certain custodian accounts, ML holds all bonds and preferred securities in bulk segregation. In the event of a partial call, the securities to be called will be selected at random; the probability of your holdings being selected will be in proportion to all such securities held with us. We may not receive any allocations from the depository for any such partial call. If we do receive such an allocation, your position may not be selected in the random process. Callable securities may be called prior to your receipt of any notice (unless you are the registered holder).

(11) Municipal and other bonds may have call features that could affect the yield; ML will provide information on written request. Debt securities (including municipal securities) with a zero coupon, if callable, may be called at a price below their maturity value.

(12) If this transaction is for a single mortgage-backed security pool that is TBA eligible during the applicable distribution period, additional pool information is available by telephoning the toll free number for the issuer found in the issuer's offering documents.

(13) Any attempt by you to vote securities will be void if such securities are not in our possession or control. For the purposes of proxy voting, customers will not be notified that the securities are not in ML's possession or control or that a vote was void.

(14) If this transaction involves a debt security subject to redemption, such security may be redeemed in whole or in part before maturity. Such redemption could affect the yield represented. ML will provide information on written request.

(15) When a security is quoted ex-dividend or ex-interest, all buy, sell, stop and sell stop limit orders will be reduced on the ex-date by the value of the payment unless otherwise specified. When a security is ex-rights or ex-distribution, such orders will be reduced without exception.

All sell, buy stop and buy stop limit orders will not be reduced.

(16) ML acts as a market maker, dealer, block positioner or arbitrageur in certain securities. ML may act to stabilize or maintain the market price of certain securities at a level above that which might otherwise prevail on the open market. Such stabilization may be discontinued at any time. As a result of these activities, ML may have a position on the opposite side of a transaction that we execute for you and may profit from such trading. In certain cases, there may not have been any market in such securities other than that made by ML. We reserve the right to offer for sale and to sell from time to time as principal or agent an amount of the securities described on the front hereof in excess of the amount owned by us (or the seller for whom we act as agent) at the time such offers and/or sales are made. Such offers or sales ("short sales" or "overallocations") may or may not be made in conjunction with stabilizing transactions.

(17) Where a foreign currency is indicated in the security description or where you choose to convert from the currency in which the security or payment thereon is denominated, information provided as to principal, interest, dividend and yield is subject to fluctuation in applicable exchange rates and costs. Any foreign currency conversion may have been conducted through ML or an ML affiliate, which may have profited in connection with such conversion.

(18) Transactions executed in non-U.S. markets may have been conducted through a ML affiliate.

(19) For transactions executed as principal, ML bought or sold the security for or from its own account. To the extent such security is subject to last sale trade reporting, the price to you for such principal transactions is expected to be the reported price, unless there is a difference, in which case that difference also will be broken out separately. For investment advisory accounts, execution as principal was done after pre-trade disclosure and with your consent. In non-discretionary advisory accounts you may revoke your general consent to principal trades at any time in writing on a form provided by your Advisor. For transactions executed as agent, the name of the other party to the transaction (where applicable) and the source and amount of any additional remuneration received will be furnished upon written request.

(20) The term "Quantity," in the case of fixed income securities, is the principal amount. For reported securities, unless otherwise indicated "price" is the reported price.

(21) If this transaction involves an asset-backed security (an interest in or an interest secured by a pool of receivables or other such financial assets that are subject continuously to prepayment), then its actual yield may vary according to the rate at which the underlying receivables or other financial assets are prepaid. Information concerning the factors that affect yield (including at a minimum estimated yield, weighted average life and the prepayment assumptions underlying yield) will be provided upon written request.

(22) If this transaction involves a "When-As and If-Issued" or "When-As and If-Distributed" security, the final trade details will be forwarded to you when obtainable on issue or delivery.

(23) If an odd-lot differential or fee has been charged, the amount of any such odd-lot differential or fee will be furnished upon request.

(24) The name "ML" may include transactions with: Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), Merrill Lynch Government Securities, Inc. or Merrill Lynch Money Markets Inc. or other ML affiliate. MLPF&S is a registered broker-dealer and a wholly-owned subsidiary of Bank of America Corporation (BAC). Unless otherwise agreed with you in writing, this agreement will apply to any successor of ML, whether by merger, consolidation or other means, and ML may transfer your account to any such successor.

(25) Unless otherwise disclosed, INVESTMENT THROUGH MLPF&S ARE NOT FDIC INSURED, ARE NOT BANK GUARANTEED, AND MAY LOSE VALUE.

Third party research ratings from selected vendors are provided where available for informational purposes and not as a solicitation or recommendation on such security. Neither MLPF&S nor any of its affiliates bears any responsibility or liability with respect to third party research which may have been made available to you. You assume full responsibility for any trading decision you make based upon third party research ratings or reports.

(27) MLPF&S makes available investment products sponsored, managed, distributed or provided by companies that are affiliates of BAC or in which BAC has a substantial economic interest.

(28) ML and its affiliates may acquire, hold or sell positions in the securities or related derivatives purchased from or sold to you and may have an investment banking or banking relationship with the issuers thereof.

(29) Ratings information is provided based on sources deemed reliable, but its accuracy or completeness cannot be guaranteed.

SALES CHG PD and SALES CHG % represent the total commissions and the percentage of commissions, respectively, paid on the purchase of a mutual fund containing front-end sales charges. Purchases at certain dollar thresholds, and other criteria, may qualify purchases for lower sales charges. Please see the fund's prospectus for additional information.

Transaction Fee - Includes fees originated by ML for services provided by ML, as well as fees charged to recoup part or all of a fee assessed on brokerage firms by others.

Pricing information provided for certain thinly traded securities may be stale.

IGWF list of APPROVED/NON-APPROVED

Purchases & Services

Approved

1. Recreational equipment & supplies
 - a. Baseballs/bats, basketballs, treadmills, weights, etc.
2. Entertainment/Speakers
3. Prizes & Awards
 - a. Pay for GED, Graduation, and similar Events
 - b. Art sales (inmates receive portion of the sale; 10% goes to IGWF)
4. Visiting room items – excludes carpeting and standard visiting room furnishings
5. Leisure books and other library items not directly rated to DOC-offered educational programs
6. Chapel
 - a. Non-specific religious items
 - b. Items for use in the chapel that are used for various religious and secular activities – sound systems, seating, storage cabinets, etc.
 - c. Reference materials available to all inmates
7. Program awards (incentives for mental health unit inmates)
8. Photo IDs (non-driver photo ID)
9. Birth Certificates
 - a. indigent inmates only for those that a photo ID cannot be obtained
10. Barber licenses – ALL renewals; initial fees to be paid by the inmate
11. Puppy program – Items NOT supplied by dog provider
12. Special Programs - \$2,000 Annual expenditure
 - a. Arts & Crafts
 - b. Inmate calendars (inmate artwork)
 - c. Holiday events (non-denominational)
13. Flash Drives – records for released inmates
14. Concrete pads or similar constructions for patios, picnic tables, weight machines, etc. – **Less than \$5,000.00**

15. Maintenance and/or upgrades of courts/sheds/recreational areas –
Less than \$5,000.00
16. **Inmate Holiday Packages approved by IGWF Custodian**
17. **CCC items: entertainment and guest speakers, prizes and awards, leisure books, photo IDs, birth certificates, special programs, and public transportation**

Non-Approved

1. Items of parolees not located in a CCC
2. Contract facilities
3. Structural modification of SCI or BCC center
4. Religious items (pens, rugs, books, sacred texts, study materials, etc.)
 - a. For individual inmates or specific faith groups
5. Required education supplies/materials (books, supplies, etc.)
6. Fencing or yard upgrades (security items)
7. Cleaning or maintenance equipment
8. Licensing for Vocational activities – excludes Barber License renewals
9. Background checks for individual need
10. K-9 drug dogs & program supplies
11. Maintenance of constructed areas – safe/secure conditions
12. Construction or Renovations
13. Program/treatment workbooks

To Be Determined by CEN IGWF Council

1. Concrete pads or similar constructions for patios, picnic tables, weight machines, etc. – **Greater than \$5,000.00**
2. Maintenance and/or upgrades of courts/sheds/recreational areas –
Greater than \$5,000.00
3. Buildings/sheds for inmate activities/equipment
4. Education software
5. Computers, printers, WIFI – THUs & BCC
6. Permanent fixtures
7. Staff Overtime related to IGWF functions
8. Other items determined appropriate for consideration

A. Inmate General Welfare Fund (IGWF)

The IGWF has two distinct purposes. The first is to house inmate's individual accounts and process revenue and payment transactions for these accounts. The second is use revenue from inmate-related functions to provide recreational and other services, as more fully defined in Attachment A, to the inmate and re-entrant population. Revenue from these functions include sales from commissary, commissions from program providers such as inmate telephones, tablets, etc., hobby **and** craft functions, personal services available to facility employees, and donations from organizations or individuals for the benefit of inmates. All IGWF money from all state correctional facilities is contained in a central fund under the control of the IGWF Council and those funds not needed for daily operational purposes are invested. Investment income is used for the benefit of residents of the correctional facilities.¹

1. IGWF Council

The Secretary, **Department of Corrections** delegates oversight of the IGWF to a council. The IGWF Council will oversee the fund from a high level decision-making basis. The chairperson of the council will be the Deputy Secretary of Administration. ***The Director, Bureau of Administration shall serve as the IGWF Custodian.. Other voting members of the IGWF Council shall be three EDS or RDS overseeing the institutions, three supervising superintendents and the EDS overseeing community corrections.*** Representatives ***from*** the Office of Chief Counsel and the Comptroller's ***Office*** shall ***serve in an advisory capacity.*** ***The IGWF Council shall seek input from other key DOC personnel such as Bureau of Administration and business office staff, program staff, and others as appropriate.***

2. IGWF Council Members

The IGWF Council members shall be responsible to:

- a. designate a representative to act in his/her absence, which shall include the authority to vote. A majority of official members/designees shall constitute a quorum. A majority of the quorum is needed to approve any proposals brought before the council;
- b. meet on an as needed basis, ***but at least biannually***, to review financial reports, act on expenditure requests, discuss general operation of the fund, and deal with all other appropriate matters;
- c. invest monies in a sound and proficient manner; and

¹ 5-1B-4044

- d. make all decisions based upon his/her judgment as to the best interest of the beneficiaries of the fund.

3. Custodian Responsibilities

The Custodian shall be responsible for:

- a. the overall administration of the fund;
- b. review requests for expenditures in excess of \$5,000;
- c. develop the IGWF annual budget;
- d. manage the IGWF investment account and process **any requested** facility drawn down requests; and
- e. handle central purchases when required.

4. Comptroller Responsibilities

The Comptroller shall be responsible to:

- a. receive **annual** financial reports and prepare any special financial reports requested by the IGWF Council;
- b. perform special internal audits of the IGWF **at Central Office and** each facility as requested by the **Bureau of Administration**; and²
- c. **serve in an advisory capacity to the IGWF Council.**

5. Facility Responsibilities

Each facility shall be responsible to:

- a. maintain a general ledger, **balance sheet, trial balance and other financial reports by using QuickBooks Enterprise, maintained by the Bureau of Administration**;³
- b. maintain a checking account for the IGWF. Personnel assigned by the Facility Manager/designee and/or Business Manager shall sign all checks drawn on these accounts;⁴

² 5-1B-4035

³ 5-1B-4031

⁴ 5-1B-4031

- c. prepare monthly **financial statements** for all fund activities **using QuickBooks** and **should** forward them to the **Central Office Accountant by the 20th working day of each month; June 30th financial statements are to be submitted to both the Central Office Accountant and the Comptroller's Office designee;**⁵
 - d. transfer inmate funds from the sending facility to the receiving facility via the computerized Inmate Accounting System;⁶
 - e. purge inmate accounts semi-annually and provide the IGWF Council with a statement this was completed. **Escheats are done once per year and should be completed by April 15th of each year;**
 - f. establish inmate input into operation of the fund at each facility. This shall be accomplished by the use of a committee (**IGWF Committee**) consisting of staff and inmate representatives who shall be used in planning IGWF activities. **At least 50% of the IGWF Committee shall be made up of inmate representatives. The IGWF Committee** shall also be responsible for posting a monthly statement of fund activities on all inmate bulletin boards for the respective facility;
 - g. ensure the **facility** IGWF Committee meets at least quarterly;
 - h. ensure Facility Manager/designee, the requesting department, and the Business Manager approve all Requests for Approval of Expenditures. These forms shall be submitted to the **IGWF Council Chairperson/designee, via the APR system, with any relevant documents attached.** This section shall apply to all purchases over \$5,000. Upon approval **or disapproval**, the **Chairperson/designee**, shall return a copy to the facility **with any comments**; and
 - i. maintain current available balances for budgeted activities. Forward a year-end report showing budget category balances to the Division of Fiscal Management. The Business Office is responsible for the management of all IGWF funds and purchases.
6. Donations from Organizations or Individuals
- a. Philanthropic donations are made to facilities to be used for the benefit of the inmates.
 - b. Monetary donations of this nature shall be deposited to the IGWF. Special account ledgers shall be maintained for audit purposes.

⁵ 5-1B-4031, 5-1B-4034, 5-1B-4035

⁶ 5-1B-4031

- c. Gifts or donations must be processed in accordance with all procedures established in **Subsection IV.O.** of this policy.
- d. An inmate may donate books to the general prison library or to the Chaplain's library.

7. Categories for Fund Expenditures

The IGWF List of Approved/Non-Approved Purchases and Services (Attachment A) contains a list of categories for expenditures of IGWF monies. Purchases outside of ***the approved*** categories must be approved by the ***IGWF Council Chairperson/designee***. The chairperson may elect to bring these issues before the entire council for a vote. All other council members may also request proposals be brought before the entire council.

8. Annual Budget

- a. The IGWF fiscal year shall coincide with that of the Commonwealth (July 1 - June 30).
- b. Every IGWF expenditure for inmate activities shall be governed by the annual budget. Expenditures for the fund's business activities are exempt ***along with inmate organizational activities***.
- c. Budget allocations shall include the categories listed on the IGWF ***Budget Spreadsheet as provided by the Bureau of Administration. Budget amounts shall be distributed as a lump sum to each facility, which shall have the authority to allocate the funds for each category as it sees fit. Budget allocations will not be provided to inmate organizations.***⁷
- d. Facilities may transfer funds from one category to another at its discretion.
- e. Every expenditure in excess of \$5,000 shall require approval of the IGWF ***Custodian/designee***. An individual request for expenditure shall be submitted for all items specified in **Subsection IV.K.5.h. above. The IGWF Custodian/designee shall receive and approve or disapprove such requests.**
- f. The IGWF Budget shall operate on a cash basis and no bills can be charged to the previous fiscal year without the approval of the ***IGWF Custodian***. The estimated cost of each "Request for Approval of Expenditures" shall be included in the "Pending" column on the IGWF

⁷ 5-1B-4039

Monthly Balance Form until payment is made. Pending expenditures shall not reduce the available balance.

- g. Every facility invoice shall be paid at the facility level regardless if the IGWF **Committee** approved the actual request. The **IGWF Council Chairperson/designee** may approve exemptions for unique purchases **or expenditures**.

9. ***Inmate Organizations***⁸

- a. ***IGWF shall be utilized to account for inmate organizational funds which are generated for fundraising activities. Inmate organizational funds shall reside in IGWF so that proper accounting principles and rules can be followed for such funds generated inside any SCI. Inmate organizations shall not be permitted to maintain a separate checking or savings account apart from IGWF. See Department policy 7.8.1, "Inmate Recreation and Therapeutic Activities" for guidelines regarding inmate organizations.***
 - (1) ***Each SCI shall be responsible for reporting and remitting applicable sales tax from the sale of organizational items via commissary. Sales tax remittance is done monthly or quarterly via E-TIDES (electronic submission). No paper submittals are accepted by Revenue. For reference and step-by-step procedures for this process, please see General Guidelines for Inmate Organizations – Commissary Purchases (Attachment B).***
 - (2) ***If not already in place, each SCI shall be responsible for establishing an account within E-TIDES to allow the filing of sales tax.***
- b. ***Inmate organizational funds will NOT be part of the IGWF budgeted funds given to each SCI.***
- c. ***Separate "shops" will be created within IGWF for each SCI inmate organization. These shops will track the funds from fundraising activities from each inmate organization. Each Inmate organization shall have control over the funds in their shop. See Accounting Procedures for Inmate Organizations in Quickbooks (Attachment C) for details on setting up these shops and accounting for the funds placed in these organizational shops.***
- d. ***Monthly and fiscal year-end itemized shop statements will be distributed to the Activities Manager at each SCI so they can be***

⁸ 5-1B-4045

distributed to each inmate organization. Monies held for inmate organizations in an IGWF shop shall not exceed a maximum total of \$3,000 at fiscal year-end, unless for payment of an approved project. All excess monies shall be expended in accordance with the organization by-laws and these guidelines.

- e. ***Each inmate organization, through their staff coordinator, shall submit APRs for all organizational purchases. Once these orders are complete, the staff coordinator will submit all documentation and invoices to inmate accounting personnel for payment from organizational funds via their IGWF shop. See Department policy DC-ADM 822, "Inmate Organization Picnics-Banquets and Inmate Fundraisers" for information and guidelines on inmate fundraising.***
- (1) The purchase of appropriate supplies, equipment, and materials for the operation of the organization can only be done with the approval of the staff coordinator and the Facility Manager/designee.***
 - (2) Each inmate organization, through their staff coordinator, shall ensure that goods have been received and/or services rendered before approving invoices for payment.***
 - (3) Checks for payment for goods or services shall be issued only after submission of a valid invoice and documentation for payment. Invoice/billing notices shall be sent to the Business Manager/designee and not to the inmate organization representative.***
 - (4) Profits from the inmate organizational shop shall be dispersed in such a manner as to benefit the inmate population and/or facility approved charitable organization(s). The staff coordinator shall provide/submit a donation request/letter on behalf of the inmate organization directing the Business Office to disperse the funds as approved by the Facility Manager/designee.***
 - (5) If any inmate organization disbands for any reason, supplies, materials, equipment, and monies shall be appropriately donated to the facility and/or the IGWF.***