



**Wednesday, April 24, 2019**  
**Lehigh County Board of Commissioners**

**Lehigh County Government Center**  
**Public Hearing Room**  
**17 South Seventh Street**  
**Allentown, PA 18101**  
**7:30 p.m.**

**1. Preliminary Agenda Items**

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- 1.1 Meeting Called to Order - Nathan Brown, Vice Chairman
- 1.2 Meeting Taped for Public Record
- 1.3 Pledge to the Flag
- 1.4 Executive Sessions Held - None since the last Board meeting.
- 1.5 Minutes for Approval - Meeting 04/10/19
- 1.6 Citizens Input
- 1.7 Chair's Review

**2. Appointments**

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**3. Old Business - Commissioner Bills Second Reading Discussion & Vote**

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- 3.1 Bill 2019-09: Amending the 2019 Lehigh County Budget to Include the Position of Supervisory Accountant for Cedarbrook Senior Care and Rehabilitation. (Sponsored by Commissioners Hartzell & Holt)
- 3.2 Bill 2019-10: Amending the Administrative Code to Provide a Procedure for the Selection of the Employee and Retiree Health Care Plan. (Sponsored by Commissioners Holt, Dougherty, Nothstein & Osborne)
- 3.3 Bill 2019-11: Amending Section 403 of the Administrative Code. (Sponsored by Commissioner Holt)

**4. New Business - Motions, Resolutions, Bills for First Reading**

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- 4.1 Res. 2019-24: Approving a Professional Services Agreement with Orthopaedic Associates of Allentown d/b/a OAA Orthopaedic Specialists. (Sponsored by Commissioner Hartzell)
- 4.2 Res. 2019- 25: Modifying the Option Which the Lehigh County Board of Commissioners will Support for the Renovation of Cedarbrook Senior Care and Rehabilitation. (Sponsored by Commissioner Holt)
- 4.3 Res. 2019-26: Approving a Third Amendment to the Professional Services Agreement with Flamm Walton Heimbach f/k/a Flamm Walton Heimbach & Lamm. (Sponsored by Commissioners Holt & Osborne)
- 4.4 Res. 2019-27: Statement of the Board of Commissioners Regarding the Extension of the Articles of Incorporation of Lehigh County Authority. (Commissioners Brace & Osborne)
- 4.5 Motion to Waive Advance Notice Requirements for Health Network Laboratories
- 4.6 Res. 2019-28: Approving a Professional Services Agreement with Health Network Laboratories, L.P. for the Lehigh County DUI Center. (Sponsored by Commissioner Zanelli)

4.7 Res. 2019-29: Proclaiming May 5 to 11 Conservation District Week in Lehigh County. (Sponsored by Commissioner Holt)

4.8 Bill 2019-12: Indicating the Intention of the County to Undertake Capital Projects, to Incur Tax-Exempt Debt for Such Capital Projects, to Reimburse Various County Funds or Accounts for Expenditures Made and to be Made for a Portion of the Costs of Such Capital Projects and to Transfer Funds for the Capital Projects. (Sponsored by Commissioner Osborne)

## **5. Closing Agenda Items**

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5.1 Committee Reports

5.2 Citizens Input on Committee Reports

5.3 Commissioner Announcements

5.4 Citizens Input

5.5 Motion to Adjourn

**April 24**

**Committee Meetings**

All meetings will begin at the conclusion of the earlier meeting but not later than the time listed.

**General Services** **5:10 p.m.** **Public Hearing Rm**  
Discussion on the Seed Farm Lease

**Courts & Corrections** **5:25 p.m.** **Public Hearing Rm**  
Res. 2019-28 Approving a Professional Services Agreement with Health Network Laboratories, L.P. for the Lehigh County DUI Center.

**Administrative & Human Resources** **5:35 p.m.** **Public Hearing Rm**  
Res. 2019-26 Approving a Third Amendment to the Professional Services Agreement with Flamm Walton Heimbach f/k/a Flamm Walton Heimbach & Lamm.

**Cedarbrook** **5:45 p.m.** **Public Hearing Rm**  
Discussion on the Cedarbrook Physical Plant Capital Project  
Res. 2019-25 Modifying the Option Which the Lehigh County Board of Commissioners will Support for the Renovation of Cedarbrook Senior Care and Rehabilitation.

**Finance** **6:10 p.m.** **Public Hearing Rm**  
Bill 2019-12: Indicating the Intention of the County to Undertake Capital Projects, to Incur Tax-Exempt Debt for Such Capital Projects, to Reimburse Various County Funds or Accounts for Expenditures Made and to be Made for a Portion of the Costs of Such Capital Projects and to Transfer Funds for the Capital Projects.  
2016 Bond Capital Spending Update / 2018 Capital Project Variance  
2020-2024 Capital Plan high level summary

**Governance** **6:35 p.m.** **Public Hearing Rm**  
Res. 2019-27: Statement of the Board of Commissioners Regarding the Extension of the Articles of Incorporation of Lehigh County Authority.

Director of Human Resources Ms. Kelly Kozik  
Lehigh Northampton Airport Authority Jeffrey Matzkin  
(reappointment)

**Board of Commissioners** **7:30 p.m.** **Public Hearing Rm**



**COUNTY OF LEHIGH, PENNSYLVANIA  
COMMISSIONERS BILL 2019 - 09  
SPONSORED BY COMMISSIONERS HARTZELL & HOLT  
REQUESTED DATE: APRIL 2, 2019  
ORDINANCE 2019 - NO.**

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**AMENDING THE 2019 LEHIGH COUNTY BUDGET TO INCLUDE THE  
POSITION OF SUPERVISORY ACCOUNTANT FOR CEDARBROOK  
SENIOR CARE AND REHABILITATION**

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**WHEREAS**, the County of Lehigh (County) operates two (2) nursing care facilities, known as Cedarbrook Senior Care and Rehabilitation (Cedarbrook); and

**WHEREAS**, the County has contracted with outside firms to manage Cedarbrook for the past fifteen (15) years, most recently with Good Shepherd's GS Management; and

**WHEREAS**, GS Management has decided to end its management contract with the County as of February 28, 2019 and the County has decided to bring the management of Cedarbrook back in-house; and

**WHEREAS**, the 2019 budget for Cedarbrook must be amended to add the position of Supervisory Accountant so that the fiscal management can also be brought in-house; and

**WHEREAS**, pursuant to Section 706 of the Home Rule Charter, changes to the budget must be proposed by the County Executive and approved by the Board of Commissioners by Ordinance.

**NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED BY  
THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH,  
PENNSYLVANIA, THAT:**

1. The foregoing Whereas clauses are incorporated herein as if set forth in their entirety.

2. The position of Supervisory Accountant, Grade 30 is added to the 2019 Lehigh County budget at line item 070135.41111.

3. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Ordinance.

4. The County Executive shall distribute copies of this Ordinance to the proper officers and other personnel of Lehigh County whose further action is required to achieve the purpose of this Ordinance.

5. Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance.

6. This Ordinance shall become effective in ten (10) days after enactment.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the

following vote:

Commissioners

AYE

NAY

Geoff Brace  
Nathan Brown  
Percy H. Dougherty  
Marc Grammes  
Dan Hartzell  
Amanda Holt  
Marty Nothstein  
Brad Osborne  
Amy Zanelli

ATTEST: \_\_\_\_\_  
Clerk to the Board of Commissioners

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Phillips M. Armstrong  
Lehigh County Executive

ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.





**COUNTY OF LEHIGH, PENNSYLVANIA**  
**COMMISSIONERS BILL NO. 2019 - 10**  
**SPONSORED BY COMMISSIONERS HOLT, DOUGHERTY, NOTHSTEIN &**  
**OSBORNE**  
**REQUESTED DATE: APRIL 3, 2019**  
**ORDINANCE 2019 - NO.**

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**AMENDING THE ADMINISTRATIVE CODE TO PROVIDE A PROCEDURE  
FOR THE SELECTION OF THE EMPLOYEE AND RETIREE  
HEALTH CARE PLAN**

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WHEREAS, §310(a)-1 of the Lehigh County Home Rule Charter permits the Board of Commissioners to amend the Administrative Code by ordinance; and

WHEREAS, §302(e) permits the Board of Commissioners to adopt procedures which provide for the making of contracts; and

WHEREAS, the selection of the Health Care Plan Provider is important to the employees, retirees and taxpayers of Lehigh County.

**NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED BY  
THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH,  
PENNSYLVANIA, THAT:**

1. The foregoing "WHEREAS" clauses are incorporated herein as if set forth in their entirety.

2. The Administrative Code shall be amended by adding a new section 801.7 to read as follows:

Section 801.7. EVALUATION, SELECTION AND APPROVAL OF AN EMPLOYEE  
AND RETIREE HEALTH CARE PLAN

(A) The Health Care Plan Evaluation Committee (Committee) is hereby established and shall be composed of six (6) members as follows:

(1) Three (3) Commissioners, being the Chair of the Board, Chair of the Administrative/Human Resources Committee, and the Chair of the Finance Committee, or their respective designees; and

(2) Three (3) members of the Executive Branch, being the Director of the Department of Administration, the Human Resources Director, and the County Fiscal Officer.

(B) The Committee shall work with the County's Broker of Record as selected by the County Executive, to solicit, review and recommend the health care plan to be used by the County for its employees. The recommendation shall be communicated in writing to the Board of Commissioners and the County Executive at least four (4) months before the date by which the County Executive must present his or her budget for the following year to the Board during any year in which the current health care plan will expire. In other years, the Committee may consider and recommend changes to the health care plan then in effect if the health care plan contract expressly allows the County to seek such changes.

(C) No recommendation of the Committee shall bind the County, the Board or any County Official, to select the health care plan recommended by the Committee, nor to enact any change in any existing Agreement. Recommendations and any other act of the Committee shall not constitute

official acts. The County Executive shall present his or her proposed health care plan to the Board of Commissioners no later than May 31.

(D) By June 30, the Board of Commissioners shall adopt by Resolution the Health Care Plan Agreement to be implemented upon the expiration of the current Agreement or adopt any change in any existing Agreement. If the Resolution is adopted by June 30, the County Executive shall include its cost for the upcoming year as a County obligation in his or her submitted budget. If no Resolution is so adopted, the County Executive may include in his or her submitted budget such plan, and the cost for the same, as he or she shall determine to be in the best interest of the County and its employees and retirees.

3. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Ordinance.

4. The County Executive shall distribute copies of this Ordinance to the proper officers and other personnel of Lehigh County whose further action is required to achieve the purpose of this Ordinance.

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Amy Zaneli

ATTEST: \_\_\_\_\_  
Clerk to the Board of Commissioners

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Phillips M. Armstrong  
Lehigh County Executive

ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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**COUNTY OF LEHIGH, PENNSYLVANIA  
COMMISSIONERS BILL NO. 2019 – 10  
SPONSORED BY COMMISSIONER HOLT  
REQUESTED DATE: APRIL 3, 2019  
ORDINANCE 2019 – NO.**

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**AMENDING THE ADMINISTRATIVE CODE TO PROVIDE A PROCEDURE  
FOR THE SELECTION OF THE EMPLOYEE AND RETIREE  
HEALTH CARE PLAN**

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**WHEREAS**, the selection of the Health Care Plan Provider is important to the employees, retirees and taxpayers of Lehigh County.

**NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED BY  
THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH,  
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1. The foregoing “WHEREAS” clauses are incorporated herein as if set forth in their entirety.

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(1) Three (3) Commissioners, being the Chair of the Board, Chair of the Administrative/Human Resources Committee, and the Chair of the Finance Committee, or their respective designees; and

(2) Three (3) members of the Executive Branch, being the Director of the Department of Administration, the Human Resources Director, and the County Fiscal Officer.

(B) The Committee shall work with the County's Broker of Record as selected by the County Executive, to solicit, review and recommend the health care plan to be used by the County for its employees. The recommendation shall be communicated in writing to the Board of Commissioners and the County Executive at least four (4) months before the date by which the County Executive must present his or her budget for the following year to the Board during any year in which the current health care plan will expire. In other years, the Committee may consider and recommend changes to the health care plan then in effect if the health care plan contract expressly allows the County to seek such changes.

(C) No recommendation of the Committee shall bind the County, the Board or any County Official, to select the health care plan recommended by the Committee, nor to enact any change in any existing Agreement. Recommendations and any other act of the Committee shall not constitute





official acts. The County Executive shall present his or her proposed health care plan to the Board of Commissioners no later than May 31.

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3. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Ordinance.

4. The County Executive shall distribute copies of this Ordinance to the proper officers and other personnel of Lehigh County whose further action is required to achieve the purpose of this Ordinance.

5. Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance.

6. This Ordinance shall become effective in ten (10) days after enactment.



**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the  
following vote:

**Commissioners**

**AYE**

**NAY**

Geoff Brace  
Nathan Brown  
Percy H. Dougherty  
Marc Grammes  
Dan Hartzell  
Amanda Holt  
Marty Nothstein  
Brad Osborne  
Amy Zanelli

ATTEST: \_\_\_\_\_  
Clerk to the Board of Commissioners

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Phillips M. Armstrong  
Lehigh County Executive

ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



**COUNTY OF LEHIGH, PENNSYLVANIA  
RESOLUTION NO. 2019 - 24  
SPONSORED BY COMMISSIONER HARTZELL  
REQUESTED DATE: APRIL 10, 2019**

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**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH  
ORTHOPAEDIC ASSOCIATES OF ALLENTOWN d/b/a OAA ORTHOPAEDIC  
SPECIALISTS**

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**WHEREAS**, §801.1(B) of the Administrative Code of the County of Lehigh requires resolution approval for nonbid professional service agreements over ten thousand dollars (\$10,000.00); and

**WHEREAS**, Cedarbrook Senior Care and Rehabilitation requests that the County of Lehigh enter into an agreement with Orthopaedic Associates of Allentown d/b/a OAA Orthopaedic Specialists to provide podiatry services to the residents of Cedarbrook Senior Care and Rehabilitation.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH, PENNSYLVANIA THAT:**

1. The proposed agreement for professional services with Orthopaedic Associates of Allentown d/b/a OAA Orthopaedic Specialists, marked Exhibit "A" attached hereto and made a part hereof by this reference, is hereby approved.
2. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Resolution.
3. Any resolution or part of resolution conflicting with the provisions of this

resolution is hereby repealed insofar as the same affects this resolution.

4. The County Executive shall distribute copies of this resolution to the proper officers and other personnel whose further action is required to achieve the purpose of this resolution.

**ADOPTED BY THE LEHIGH COUNTY BOARD OF COMMISSIONERS**

on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

**Commissioners**

**AYE**

**NAY**

Geoff Brace  
Nathan Brown  
Percy H. Dougherty  
Marc Grammes  
Dan Hartzell  
Amanda Holt  
Marty Nothstein  
Brad Osborne  
Amy Zanelli

ATTEST: \_\_\_\_\_  
Clerk to the Board of Commissioners

**COUNTY OF LEHIGH  
CEDARBROOK SENIOR CARE AND REHABILITATION**

**Agreement with Orthopaedic Associates of Allentown d/b/a OAA Orthopaedic  
Specialists Providing Care to Cedarbrook Residents and Billing Third Parties, and  
Not the County, for Professional Services**

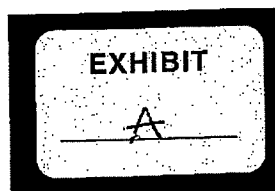
THIS AGREEMENT, made this 1<sup>st</sup> day of April, 2019, by and between  
COUNTY OF LEHIGH, a Home Rule County of the Third Class, with offices at 17 South Seventh  
Street, Allentown, Lehigh County, Pennsylvania 18101-2400; (hereinafter referred to as  
"County"); and ORTHOPAEDIC ASSOCIATES OF ALLENTOWN d/b/a OAA ORTHOPAEDIC  
SPECIALISTS with offices at 250 Cetronia Road, Allentown, Pennsylvania, 18104, Federal  
Identification Number: 23-1857130 (hereinafter referred to as "Provider");

WHEREAS, County is the owner and operator of a long term nursing facility known as  
Cedarbrook Senior Care and Rehabilitation; (hereinafter referred to as "Cedarbrook"); and

WHEREAS, Provider desires to provide podiatry services to Cedarbrook residents and  
Cedarbrook desires to have the podiatry services of Provider available for its residents.

NOW, THEREFORE, the parties mutually agree as follows:

1. Engagement. County hereby engages Provider to furnish podiatry services  
which Cedarbrook residents may require by and through duly licensed and qualified  
podiatric surgeons who become and remain members of the Attending Medical Staff and  
Provider agrees to perform such services diligently, competently and to the best of its  
professional ability. Such podiatry services shall be performed in accordance with  
Cedarbrook's Medical Staff By-laws, policies, rules and regulations as well as all applicable  
state and federal statutes and rules and regulations. The names, the office addresses of the



podiatric surgeons and whether the services are to be provided at Cedarbrook-Allentown or Cedarbrook-Fountain Hill are set forth on Exhibit "A". As podiatric surgeons are added or deleted from the list, an Amended Exhibit "A" shall be filed with the Administration and the Medical Director.

2. **Performance of Services.** Provider shall provide its professional services to the residents of Cedarbrook at such times and in such places as shall be mutually agreed by the parties. Provider shall administratively be under the direction of the Medical Director.

3. **Compensation.** Provider shall receive no compensation of any kind from the County or Cedarbrook, but shall bill patients or third parties for all such services and retain all fees received therefrom. Provider agrees that its bills shall be fair and reasonable and in accordance with similar charges to residents of other skilled and nursing facilities in the locality of Cedarbrook. In addition, Provider agrees to provide services to charity patients, Medicare/Medicaid, HMO patients and managed-care patients at such fees as are established by such entity for such services.

4. **Independent Contractor.**

A. The Provider is deemed an Independent Contractor and shall not during the term of this Agreement assign, subcontract, transfer, or otherwise delegate all or part of its obligations or responsibilities without prior written approval of the County. No relationship of employer-employee is intended nor created by this Agreement, it being understood that Provider shall render services to the County on an independent contractor basis. Provider is not entitled to any benefits from the County including but not limited to compensation other than that set forth in the 'Compensation'



section, Worker's Compensation, unemployment insurance or benefits, retirement benefits, pension benefits, Social Security or disability benefits, and professional liability insurance and/or deductibles.

Provider expressly agrees and acknowledges that the County will deduct no employment taxes from any compensation paid to Provider and that Provider will be responsible for the payment of all taxes whatsoever in connection with any compensation received from the County.

B. The Provider further agrees and acknowledges that Provider is not authorized under the terms of this Agreement to bind the County in any contractual undertakings with any third parties as a result of the within Agreement and Provider will not make any representation that it is capable of binding the County.

5. **Insurance.**

A. The Provider shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this Agreement, insurance in the types and limits specified below. In addition to the insurance coverage and limits specified herein, the Provider shall obtain any other insurance coverage as may be required by law.

1. Professional Liability Insurance.

a. Limit of Liability: \$1,000,000 by claim and \$2,000,000 in the aggregate.

b. If Provider is a Medical Professional, Provider shall ensure that all conditions are met for eligibility for MCARE Fund coverage.

c. Coverage for occurrences happening during the performance of services required under this Agreement shall be maintained in full force and effect under the policy. The policy shall include a "tail coverage" if a one or two year period of exposure exists.

2. General Liability Insurance.

a. Limits of Liability: \$1,000,000 in the aggregate and per occurrence.

b. Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).

3. Worker's Compensation and Employer's Liability Insurance

a. Limits of Liability: Statutory Limits.

b. Other States' coverage and Pennsylvania endorsement.

4. Automobile Liability Insurance.

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

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

c. Provider shall ensure that all staff operating said vehicles are

licensed drivers and properly insured.

5. Umbrella Excess Liability:

- a. \$5,000,000 in the aggregate and per occurrence.
- b. Coverage provided shall be over auto liability, general liability and professional liability.

6. Abuse/Sexual Molestation and Corporal Punishment Liability Insurance.  
\$1,000,000 per occurrence; \$3,000,000 in the aggregate.

B. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, which are licensed to do business in the Commonwealth of Pennsylvania. Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County upon execution of the Agreement by Provider, and provided to County thirty (30) days prior to expiration. If the term of this Agreement coincides with the term of the Provider's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the County no later than thirty (30) days after the effective date of the policy.

C. Each policy and Certificate of Insurance shall contain: an endorsement naming the County as an Additional Insured party thereunder; and a provision that at least thirty (30) calendar days prior written notice be given to the County in the event coverage is canceled or non-renewed or coverage reduced.

D. Any modification or waiver of the insurance requirements contained in this section shall be set forth in Exhibit "B".

6. **Indemnification and Hold Harmless.**

A. The Provider shall indemnify and hold harmless the County and each of its officials, employees, and agents from any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses for whatsoever kind or nature, to the extent result from any:

1. Breach of the Agreement by Provider;
2. Professional error or omission, fault, or negligence by Provider or any one acting under its direction, control of or on its behalf in connection with or incident to its performance of this Agreement; and
3. General public liability claim arising in connection with the business or activities of Provider which pertains to this Agreement.

B. If any claim is made against County which would give rise to a right of indemnification by County from Provider, County will give notice thereof to Provider. The County may permit the Provider to assume the defense of any such claim, or any litigation resulting therefrom. Counsel for Provider, which will conduct the defense of such claim or litigation, must be approved by County, whose approval will not unreasonably be withheld. If County consents to permit Provider to assume defense, County may participate in such defense. Neither party will consent to entry of any judgment or enter into any settlement

without the written consent on the other party, which consent will not unreasonably be withheld. The parties shall cooperate fully with each other and make available to County all pertinent information under its control.

C. It is expressly understood by Provider that the Pennsylvania state statute, specifically 42 Pa. C.S.A. §8549, which limits recovery against a local government unit and/or its officials and employees to a maximum of \$500,000.00, is not applicable to recovery of damages in an action against Provider.

7. **Taxes.**

A. Provider hereby certifies, as a condition precedent to the execution of this Agreement and as an inducement for the County to execute same, that it is not delinquent on any taxes owed to the County. Delinquent is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Lehigh County Tax Claim Bureau.

B. Provider further agrees, as a specific condition of this Agreement, that it shall remain current on all of the taxes it owes to the County. Should the Provider become delinquent on any taxes it owes to the County during the term of this Agreement, the Provider may be deemed to be in breach of this Agreement by the County.

8. **Undue Influence.** Provider agrees not to hire any County Personnel who may exercise or has exercised discretion in the awarding, administration, or continuance of this Agreement for up to and including one (1) year following the termination of the employee from County service. Failure to abide by this provision shall constitute a breach of this

Agreement.

9. **Term.** This Agreement shall continue in full force and effect for a term of one (1) year, from April 1, 2019 to March 31, 2020, unless sooner terminated as set forth in paragraph

10. This Agreement shall be automatically renewed for two (2) successive one (1) year terms thereafter unless either party serves written notice on the other of its intent to terminate the Agreement at least ninety (90) days prior to the end of the initial term or any one year extended term.

10. **Termination.** This Agreement may be terminated by the County or Provider for any reason or no reason upon thirty (30) days written notice of an intent to terminate the Agreement.

County may request, and Provider agrees to terminate the services of any Physician providing services under this Agreement upon written notice to the Physician for any of the following reasons:

A. Personal dishonesty including, but not limited to, fraud, misappropriation of funds, embezzlement or the like;

B. The abuse or dependency of or upon any "controlled substance" as that term is defined in "The Controlled Substance, Drug, Device and Cosmetic Act," 35 Pa. C.S.A. §75.101, et seq., as amended;

C. Willful and material breach, or gross neglect of any of its duties or obligations;

D. Breach of fiduciary duty involving personal profit;

E. Conviction of a felony;

F. Gross incompetence;

G. Loss of insurance coverage against claims for professional liability.

H. The suspension or revocation of his/her license to practice medicine in the Commonwealth of Pennsylvania, for any reason;

I. Termination, revocation or suspension of Staff privileges at any Hospital or managed care organization, or withdrawal of Staff privileges while under peer review investigation by any Hospital or managed care organization.

J. Violation of any Medicare/Medicaid statute, rule or regulation which results in or could result in the imposition of civil penalties or exclusion from the Medicare/Medicaid program.

K. Failure to comply with the provisions of the Older Adults Protective Services Act, or a determination in a protective services report that Physicians has abused, neglected, exploited or abandoned a resident.

11. **Confidentiality.** Provider shall, in the performance of its duties, insure that records, names, and identities of persons to whom services are or have been provided, shall remain confidential except as disclosure is permitted or required by law. Termination of this Agreement for any reason shall not relieve the Provider of the obligations of this paragraph.

12. **Non-Discrimination Clause.**

In carrying out the terms of this agreement, both parties agree not to discriminate

against any employee or client or other person on account of race, color, religion, gender, national origin, age, marital status, political affiliation, sexual orientation, gender identity or expression, or physical or mental disabilities as set forth in the Americans With Disabilities Act of 1990. Provider and County shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49, with any pertinent Executive Order of the Governor and with all laws prohibiting discrimination in hiring or employment opportunities.

The provisions of this section must also be included in any sub-agreement Provider enters into to perform the scope of this Agreement.

13. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the heirs, administrators, executors, successors and assigns of the parties.

14. **Assignment.** This Agreement may not be assigned or transferred by Provider or County without the prior written consent of the other party.

15. **Miscellaneous Provisions.**

A. The following "Access to Records" clause is included herein because of the possible application of Section 186(v)(1)(I) of the Social Security Act; if that Section should be found inapplicable to this Agreement, then this clause shall be deemed not to be part of this Agreement and shall be null and void.

1. Until the expiration of seven (7) years after the furnishing of services pursuant to this Agreement, Provider shall make available, upon written request of the



Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, this Agreement, and books, documents and records of Provider that are necessary to verify the nature and extent of costs incurred by Provider under this Agreement.

2. If Provider carries out any of the duties of this Agreement with a value of Ten Thousand Dollars (\$10,000.00 ) or more over a twelve (12) month period through a sub-agreement with a related organization, such contract must contain a clause to the effect that until the expiration of seven (7) years after the furnishing of services under the sub-agreement, the related organization shall make available, upon written request of the Secretary of Health and Human Services, the U.S. Comptroller General, or any of their authorized representatives, the sub-agreement, and books, documents and records of the related organization that are necessary to verify the nature and extent of costs incurred by Provider under the sub-agreement.

B: Disclosures required by Section 801.5 (Open and Public Process) of the Lehigh County Administrative Code, a copy of which Provider acknowledges has been provided to it. The Provider shall agree that Contributions will not be made which would render the Provider ineligible to be considered for the Agreement. The Agreement shall require that the Provider disclose any Contribution made by the Provider, sub-contractor or Consultant to any Candidate for Elective County Office or to an Incumbent during the term of the Agreement and for one (1) year thereafter. Such disclosures shall be made in

writing on a form provided by the County, and shall be delivered to the County, within (5) business days of the Contribution. This County disclosure form shall be delivered by the Provider to the County contact person identified in the contract, who shall forward copies to the Clerk to the Board of Commissioners, the Controller and the County Fiscal Officer.

16. **Notices.** All notices required or permitted to be given under this Agreement shall be sufficient if in writing and shall be deemed to have been duly given if delivered or mailed, first class, postage prepaid, certified or registered mail, return receipt requested, in either case, as follows:

**Provider**

Patty Humiston, Controller  
OAA Orthopaedic Specialists  
250 Cetronia Road  
Allentown, PA 18104  
Tel: 610-973-1725  
Fax: 610-973-6545

**County**

Jason Cumello, NHA  
Cedarbrook Senior Care and Rehab.  
350 S. Cedarbrook Road  
Allentown, PA 18104  
Tel: 484-895-2355  
Fax: 610-867-2332

17. **Applicable Law.** This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

18. **Severability.** This Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. **Right-To-Know.**

A. Provider understands that this Agreement and records related to or arising out of this Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. Sections 67.101-3104, ("RTKL").

B. If the County needs Provider's assistance in any matter arising out of the RTKL related to this Agreement, County shall notify Provider using the legal contact information provided in this Agreement. Provider, at any time, may designate a different contact for such purpose upon reasonable prior written notice to County.

C. Upon written notification from the County that it requires Provider's assistance in responding to a request under the RTKL for information related to this Agreement that may be in Provider's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Provider shall:

1. Provide the County, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Provider's possession arising out of this Agreement that the County reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the County may reasonably request, in order to comply with the RTKL with respect to this Agreement.

D. If Provider 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 Provider considers exempt from production under the RTKL, Provider must notify the County and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Provider explaining why the requested material is exempt from public disclosure under the RTKL.

E. The County will rely upon the written statement from Provider in denying a RTKL request for the Requested Information unless the County determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the County determine that the Requested Information is clearly not exempt from disclosure, Provider shall provide the Requested Information within five (5) business days of receipt of written notification of the County's determination.

F. If Provider fails to provide the Requested Information within the time period required by these provisions, Provider shall indemnify and hold the County harmless for any damages, penalties, costs, detriment or harm, including attorney's fees, that the County may incur as a result of Provider's failure, including any statutory damages assessed against the County.

G. The County will reimburse Provider for costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records.

H. Provider may file a legal challenge to any County decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Provider

shall indemnify the County for any attorney's fees and costs incurred by the County as a result of such a challenge and shall hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of Provider's actions, including any statutory damages assessed against the County, regardless of the outcome of such legal challenge. As between the parties, Provider agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL.

I. Provider agrees to comply with any final decision of either the Office of Open Records or the Pennsylvania Unified Judicial System concerning RTKL related matters.

J. Provider's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as Provider has Requested Information in its possession.

20. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein and may not be changed or modified except in writing duly executed by all parties to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have set  
their hands and seals the day and year first above written.

WITNESS:

COUNTY OF LEHIGH

\_\_\_\_\_  
Name:

BY: \_\_\_\_\_  
Phillips M. Armstrong,  
Lehigh County Executive

WITNESS: /

ORTHOPAEDIC ASSOCIATES OF ALLENTOWN d/b/a  
OAA ORTHOPAEDIC SPECIALISTS

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Print Name/Title

## **EXHIBIT A**

Podiatry services to be provided at Cedarbrook Senior Care and Rehabilitation -  
Fountain Hill and Allentown by:

Neal Kramer, DPM  
250 Cetronia Rd, Suite 303  
Allentown, PA 18104

Mark Maehrer, DPM  
250 Cetronia Rd, Suite 303  
Allentown, PA 18104

Dusty Haverly, DPM  
250 Cetronia Rd, Suite 303  
Allentown, PA 18104

Byron Cook, DPM  
250 Cetronia Rd, Suite 303  
Allentown, PA 18104

## **EXHIBIT B**

1. Section 5. (Insurance), subparagraph A.5.a (Umbrella Excess Liability), is hereby amended as follows:

    "a. \$4,000,000 in the aggregate and per occurrence."

2. Section 5. (Insurance), subparagraph A. 6 (Abuse/Sexual Molestation and Corporal Punishment Liability Insurance), is hereby waived.



**COUNTY OF LEHIGH, PENNSYLVANIA  
RESOLUTION NO. 2019 - 25  
SPONSORED BY COMMISSIONERS HOLT, DOUGHERTY & NOTHSTEIN  
REQUESTED DATE: APRIL 13, 2019**

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**MODIFYING THE OPTION WHICH THE LEHIGH COUNTY BOARD OF  
COMMISSIONERS WILL SUPPORT FOR THE RENOVATION OF  
CEDARBROOK SENIOR CARE AND REHABILITATION**

---

**WHEREAS**, by Resolution No. 2017-64 the Board of Commissioners indicated its support for one of several options for the renovation of and addition to the Cedarbrook – Allentown facility of Cedarbrook Senior Care and Rehabilitation; and

**WHEREAS**, the option supported, which is referred to as option 6B, was determined to require a waiver from Centers for Medicare & Medicaid Services (CMS) in May of 2018, due to not conforming with current CMS standards and the County moved forward to pursue the waiver through CMS; and

**WHEREAS**, in January of 2019 the County learned that the outcome of the waiver request would not be known for at least six (6) months; and

**WHEREAS**, because this project has been in process since January of 2014, the Board of Commissioners desires the project to move forward expeditiously; and

**WHEREAS**, the County values each person living at Cedarbrook and believes each resident should be treated with dignity and respect in the living spaces provided to them; and

**WHEREAS**, the Board of Commissioners wishes to construct a facility which places every resident in living accommodations that meet the standards established by Centers for Medicare and Medicaid Services.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH, PENNSYLVANIA THAT:**

1. The foregoing Whereas clauses are incorporated herein as if set forth in their entirety.
2. The Board of Commissioners hereby indicates its support for a facility plan which meets the facility standards set forth by the Centers for Medicare and Medicaid Services.
3. The Board of Commissioners commits to finalizing by May 22, 2019 a revised and final building configuration for the existing structure which meets CMS requirements and will serve as the basis for the Architectural and Engineering (A&E) work.
4. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Resolution.
5. Any resolution or part of resolution conflicting with the provisions of this resolution is hereby repealed insofar as the same affects this resolution.
6. The County Executive shall distribute copies of this resolution to the proper officers and other personnel whose further action is required to achieve the purpose of this resolution.

**ADOPTED BY THE LEHIGH COUNTY BOARD OF COMMISSIONERS**

on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

**Commissioners**

**AYE**

**NAY**

Geoff Brace  
Nathan Brown  
Percy H. Dougherty  
Marc Grammes  
Dan Hartzell  
Amanda Holt  
Marty Nothstein  
Brad Osborne  
Amy Zanelli

ATTEST: \_\_\_\_\_  
Clerk to the Board of Commissioners



**COUNTY OF LEHIGH, PENNSYLVANIA  
RESOLUTION NO. 2019 - 26  
SPONSORED BY COMMISSIONERS HOLT & OSBORNE  
REQUESTED DATE: APRIL 15, 2019**

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**APPROVING A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES  
AGREEMENT WITH FLAMM WALTON HEIMBACH f/k/a  
FLAMM WALTON HEIMBACH & LAMM**

---

WHEREAS, §801.1(B) of the Administrative Code of the County of Lehigh requires resolution approval for nonbid professional service agreements over ten thousand dollars (\$10,000.00); and

WHEREAS, the Department of Law requests that the County of Lehigh enter into a third amended agreement with Flamm Walton Heimbach f/k/a Flamm Walton Heimbach & Lamm, to provide independent Labor Counsel for the County of Lehigh.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
COMMISSIONERS OF THE COUNTY OF LEHIGH, PENNSYLVANIA THAT:**

1. The proposed third amendment to the agreement for professional services with Flamm Walton Heimbach f/k/a Flamm Walton Heimbach & Lamm, marked Exhibit "A" attached hereto and made a part hereof by this reference, is hereby approved.
2. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Resolution.
3. Any resolution or part of resolution conflicting with the provisions of this resolution is hereby repealed insofar as the same affects this resolution.

4. The County Executive shall distribute copies of this resolution to the proper officers and other personnel whose further action is required to achieve the purpose of this resolution.

**ADOPTED BY THE LEHIGH COUNTY BOARD OF COMMISSIONERS**

on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

**Commissioners**

**AYE**

**NAY**

Geoff Brace  
Nathan Brown  
Percy H. Dougherty  
Marc Grammes  
Dan Hartzell  
Amanda Holt  
Marty Nothstein  
Brad Osborne  
Amy Zanelli

ATTEST: \_\_\_\_\_  
Clerk to the Board of Commissioners

Contract Number:

Copy ID#: \_\_\_\_\_

Completed: \_\_\_\_\_

## **COUNTY OF LEHIGH**

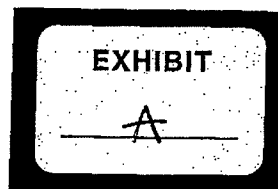
### **THIRD AMENDMENT OF CONTRACT FOR PROFESSIONAL SERVICES**

PURPOSE OF CONTRACT: To provide independent Labor Counsel for the County of Lehigh.

AWARDED TO: Flamm Walton Heimbach f/k/a Flamm Walton Heimbach & Lamm

BEGINNING DATE OF ORIGINAL CONTRACT: July 1, 2015

Federal ID: 23-2864510  
Telephone: (610) 336.6800  
Fax: (610) 336.0167



This third amendment of the Contract for Professional Services is made and entered into this \_\_\_\_\_ day of March, 2019 by and between the **COUNTY OF LEHIGH**, a Home Rule County of the third class, with offices located at 17 South Seventh Street, Allentown, PA 18101-2400, hereinafter referred to as the COUNTY, and **FLAMM WALTON HEIMBACH f/k/a FLAMM WALTON HEIMBACH & LAMM**, with offices located at 4905 W. Tilghman Street, Suite 310, Allentown, PA 18104, hereinafter referred to as the PROVIDER.

**WITNESSETH,**

**WHEREAS**, COUNTY and PROVIDER entered into an Agreement with a beginning date of July 1, 2015, amended on July 3, 2017 and April 25, 2018 and under which PROVIDER agreed to handle labor relations and related employment law matters for the County of Lehigh; and

**WHEREAS**, the parties desire to amend the contract for the third time as set forth herein.

**NOW THEREFORE**, the COUNTY and the PROVIDER, in consideration of the obligations herein undertaken and intending to be legally bound, hereby agree as follows:

1. The term of the contract shall be extended for the third time for an additional year beginning July 1, 2019 and ending June 30, 2020.
2. Appendix B. (Compensation), subparagraph 1. is hereby deleted and replaced with the following:  
  
"PROVIDER shall have a blended rate for all attorneys for all requires services of One Hundred Ninety-five Dollars (\$195.00) per hour. PROVIDER shall have a blended rate for all Paralegals of One Hundred Dollars (\$100.00) per hour".
3. In all other respects the parties ratify and confirm the terms and conditions of the original contract intending to be bound thereby.



IN WITNESS WHEREOF, the parties hereto have executed the within agreement by their officials hereunto duly authorized;

**PROVIDER**  
(affix seal)

**FLAMM WALTON HEIMBACH f/k/a**  
**FLAMM WALTON HEIMBACH & FLAMM**

Witness: \_\_\_\_\_

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title of Signing Official

**COUNTY OF LEHIGH**  
(affix seal)

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
PHILLIPS M. ARMSTRONG  
COUNTY EXECUTIVE

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



**COUNTY OF LEHIGH, PENNSYLVANIA**  
**RESOLUTION NO. 2019 - 27**  
**SPONSORED BY COMMISSIONERS BRACE & OSBORNE**  
**REQUESTED DATE: APRIL 15, 2019**

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**STATEMENT OF THE BOARD OF COMMISSIONERS REGARDING THE  
EXTENSION OF THE ARTICLES OF INCORPORATION  
OF LEHIGH COUNTY AUTHORITY**

---

**WHEREAS**, in accordance with the Pennsylvania Municipality Authorities Act and the Lehigh County Home Rule Charter, the Lehigh County Authority proposed a fifty-year extension to its Articles of Incorporation through Commissioners Bill 2018-09; and

**WHEREAS**, on April 11, 2018 the Board of Commissioners defeated Commissioners Bill 2018-09; and

**WHEREAS**, on June 13, 2018 the Board of Commissioners appointed Commissioners Osborne and Brace to a Lehigh County Authority Working Team (LCA Working Team); and

**WHEREAS**, in addition, the Board of Commissioners approved the following “charge” for the LCA Working Team. The LCA Working Team shall investigate and report back to the full board on the following items:

- The sustainability of LCA’s financial plan for both the Allentown and Suburban divisions, including consideration of rates and asset management.
- Determine whether an independent financial study is necessary or desirable to assess current viability and long-term sustainability.
- Recommend ways to improve communications, specifically regarding informational items, upcoming decisions, or key indicators on success of financial plan implementation.
- Method of sewer system overflow reporting and plan for reduction.
- A recommendation on the need to extend LCA’s charter, for how long and under what conditions.

**WHEREAS**, the LCA Working Team has prepared and distributed to all Commissioners a "Summary of Findings", a copy of which is attached as Exhibit A.

**WHEREAS**, some of the highlights from the "Summary of Findings" include:

- The Working Team believes the best course of action for the LCA charter is to extend it to a full 43 years.
- The Working Team believes the LCA charter needs to provide a requirement for an annual public presentation to the BOC and a semiannual review of environmental impact.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH, PENNSYLVANIA THAT:**

1. The above Whereas clauses are incorporated by this reference.
2. The Board of Commissioners supports the LCA Working Team's proposed "Summary of Findings" and its conclusions. The Board requests that the Lehigh County Authority incorporate the "Summary of Findings" in a future request to extend the Authority's term of existence, as attached hereto as Exhibit A.
3. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Resolution.
4. Any resolution or part of resolution conflicting with the provisions of this resolution is hereby repealed insofar as the same affects this resolution.

5. The County Executive shall distribute copies of this resolution to the proper officers and other personnel whose further action is required to achieve the purpose of this resolution.

**ADOPTED BY THE LEHIGH COUNTY BOARD OF COMMISSIONERS**

on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

**Commissioners**

**AYE**

**NAY**

Geoff Brace  
Nathan Brown  
Percy H. Dougherty  
Marc Grammes  
Dan Hartzell  
Amanda Holt  
Marty Nothstein  
Brad Osborne  
Amy Zanelli

ATTEST: \_\_\_\_\_  
Clerk to the Board of Commissioners

# **LCA Working Group Report**

**April 19, 2019**

## **Executive Summary**

The information below is intended to function as an executive summary of the Lehigh County Authority (LCA) Working Group's findings and recommendations to the Lehigh County Board of Commissioners (BOC). The report is provided to assist the County Commissioners in fulfilling its due diligence in determining a response to the LCA's request for a charter extension. It includes appendices of meeting notes, financial information and supplemental materials to document the rationale used in providing these findings and recommendations. The LCA Working Group consisted of Commissioner Geoff Brace, Commissioner Brad Osborne, Lehigh County Director of General Services Rick Molchany and Lehigh County Authority CEO Liesel Gross. The findings and recommendations come with the support of Commissioners Brace and Osborne, as well as Rick Molchany.

This document contains multiple-page appendices which have been condensed to one page for electronic purposes. You can click on the images to open a PDF to view the full document.

## **Legal Matters**

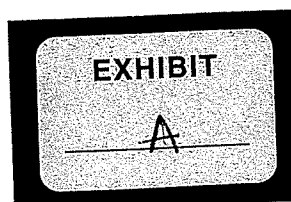
The Lehigh County Department of Law (DOL) provided guidance on the Board of Commissioners' responsibilities and liabilities for the LCA request for a charter extension. That response is included as Appendix F.

## **Financial Matters**

One of the concerns articulated by the BOC when rejecting the LCA charter extension request in 2018 was related to finances of LCA. Given the importance of the topic to the community and the very large financial implications of continued borrowing to ratepayers, several members were concerned with the operating philosophy related to LCA's debt and capital planning process. An additional concern raised was whether or not the finances of the City of Allentown (COA) lease agreement was jeopardizing the LCA's ability to secure financing for Suburban division capital projects.

LCA's leadership was instrumental in providing the information to the Working Group to draw conclusions about LCA's finances. Information detailing the separation of these operations can be found in the meeting notes found in Appendixes B, C, D, E.

When considering LCA's finances, it is important to view LCA's rates in context with other water service providers. LCA provided a rate comparison illustration in Appendix L.



## Capital Planning

LCA's capital planning process requires extensive forecasting for infrastructure needs, population growth and revenue. In the past, much of the forecasting placed an emphasis on borrowing for what the Working Group viewed as routine maintenance of existing infrastructure. The most recent capital plan, however, shows movement away from such borrowing and begins to anticipate rate adjustments to pay for routine maintenance. Any planned borrowing focuses on growing regional assets and one-time expenditures. As such, LCA's leadership believes it is demonstrating a much more fiscally responsible financial plan for capital improvements. Appendix H provides summaries for the capital plans for Suburban Waste Water, Suburban Water and COA system and is supplemented by the full capital plan for each division.

## Debt Load

Based on a review of information provided by LCA leadership and conversation about Debt Service throughout the Working Group's process, it is clear LCA's philosophy on debt has changed. LCA leadership provided an illustration of this change in philosophy in the Condensed Cash Flow Projections for the Capital Plan 2020-2024, which demonstrates a shift from financing capital plan activities for routine maintenance to user charges. This contrasts with the information in Appendix K, which shows a significant reliance on borrowing for routine maintenance and includes commentary about LCA's not meeting full payment on debt service in the 2008 bond issue and Pennworks loan. This debt load will certainly have bearing on future user charges, but the Working Group believes that LCA's leadership and Board of Directors has shown commitment to scrutinizing what is considered debt-worthy activity, thereby taking pressure off future debt needs.

## Firewall between COA and Suburban Divisions

During the course of the conversations, the Working Group critically probed to better understand the financial picture for LCA and to ensure a firewall exists between the COA operations and the Suburban operations. With the information provided, the Working Group feels confident LCA both illustrated, and commits to, a clear firewall between the COA and suburban divisions today and into the future.

The capital planning process demonstrates an impenetrable firewall between the COA and Suburban divisions, detailing revenue for the divisions and substantiated by annual independent audits. Further, the COA lease agreement creates a trustee (through M&T Bank) to ensure disbursement of revenue collected by the COA operation is applied through requisition by LCA. This ensures revenue paid by Allentown customers can only go toward Allentown operations. All revenue collected from Suburban customers is deposited in a different institution, is managed separately, and audited as such. Refer to the notes from the March 26, 2019 Working Group Meeting in Appendix E and the Trust Indenture Language from the COA lease in Appendix G.

- Articulate the picture of the LCA finances as understood by the working group.
- Provide a simple, but verifiable illustration of the suburban economic picture isolated from the Allentown concession business
- How does LCA allocated debt service for the two distinct operations (Allentown and Suburban).

## **Governance Matters**

The Working Group, the Lehigh County administration and LCA spent considerable time discussing governance. A recommendation related to questions raised by the BOC is detailed below.

Since 2014, the composition of the LCA BOD has experienced approximately 50% turnover, some forced by the BOC and others a product of attrition. Further, the entire leadership team is comprised of new, competent and dedicated staff committed to collaboration with the BOC and the administration.

The Working Group believes LCA's critical governance need is in the form of competent board members who exercise due diligence and who take their responsibility to work effectively with LCA management in acting as good stewards of this critical public utility. In that regard, all legal duties must be fulfilled by board members and all board members must feel and be empowered to fulfill those duties.

Periodically, this will mean challenging LCA management. This will require the BOD to effectively set and communicate the direction of LCA and its vision to the community. The Working Group is pleased with the direction taken by this current LCA BOD in exhibiting the characteristics of effective board governance, but cautions future board nominations and confirmations must include individuals experienced in challenging the status quo.

## **Recommendations for Board of Commissioners**

### **Continue Legal Obligation toward LCA**

The BOC must continue to exercise its due diligence toward LCA. As such, it needs to evaluate requests to amend the charter and carefully review individuals being appointed or re-appointed to the LCA BOD. However, this recommendation also comes with a very strong belief that the Lehigh County Board of Commissioners must not disband LCA. The best possible management of a critical public sector utility is through a board constituted specifically to govern that utility.

### **Charter Amendments**

The Working Group believes the best course of action at this time for the LCA charter is to extend it to a full 43 years. This will allow the LCA BOD to explore the full range of financing options to address its long-term capital needs. This may or may not include federal financing opportunities (WIFIA) or even traditional bond financing. The timeline for either option does not require the full 50 years of existence permitted under law, but does warrant a number allowing for that flexibility. Based upon information provided by LCA leadership, 43 years is the likely scenario to allow for that flexibility. See Appendix M for more information.



The purpose of this extension is exclusively linked to the long-term capital financing needs of the LCA Suburban division. Without the extension, even traditional bond financing with a 30-year term is not possible.

Additionally, the LC BOC should be prepared in the future to make adjustments to the charter further extending it when doing so makes sense and the extension can be justified with concrete information such as what was provided for this recommendation. It is simply not sufficient to provide the extension for the sake of providing an extension.

### **BOC Representation on LCA Board**

The Working Group does not believe the charter should be amended to require the inclusion of a member of the BOC on the LCA BOD. Periodically, such an appointment might be necessary or desirable, but may not be necessary all the time. Such a requirement would likely, over the long-term, cause problems for the LCA BOD being able to conduct normal business (issues with quorums, turnover in BOD composition). When the BOC wants to have one of its members to serve on the LCA BOD, it can communicate its desire to the Executive. No amendment to the LCA charter is necessary to achieve this outcome. The only requirement is cooperation between the administration and the BOC.

### **Reporting Requirements**

The Working Group believes the LCA charter extension request needs to include a requirement for a semi-annual public presentation to the BOC regarding environmental performance and system overflows, and an ongoing plan for reductions. In addition, an annual presentation is to include capital plans, rate projections, demonstration of firewall compliance, and all information reasonably requested by the Lehigh County Board of Commissioners seated at the time.

### **Communications**

The Working Group believes LCA's communication efforts with the BOC over the last year have improved dramatically. This trend needs to continue. While the semi-annual and annual presentations to the BOC will provide a forum for communication to occur, it cannot be the exclusive method for communication. Information and explanation of news and media accounts, and general trends related to LCA business, need to be shared directly with the BOC and the administration as they occur.



**Motion for the April 24, 2019 Board of Commissioners' Meeting**

I move that the sixty (60) day advance written notice requirement in section 801.1(E) of the Administrative Code be waived for the Office of the District Attorney and reduced to 10 days for Health Network Laboratories, L.P. to conduct analysis of blood for blood alcohol content and/or drug content for the Lehigh County DUI Center and the Lehigh County Probation and Parole Department.



**COUNTY OF LEHIGH, PENNSYLVANIA  
RESOLUTION NO. 2019 - 28  
SPONSORED BY COMMISSIONER ZANELLI  
REQUESTED DATE: APRIL 17, 2019**

---

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HEALTH  
NETWORK LABORATORIES, L.P. FOR THE LEHIGH COUNTY  
DUI CENTER**

---

WHEREAS, §801.1(B) of the Administrative Code of the County of Lehigh requires resolution approval for nonbid professional service agreements over ten thousand dollars (\$10,000.00); and

WHEREAS, the Office of the District Attorney requests that the County of Lehigh enter into an agreement with Health Network Laboratories, L.P., to conduct analysis of blood for blood alcohol content and/or drug content for the Lehigh County DUI Center and the Lehigh County Probation and Parole Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
COMMISSIONERS OF THE COUNTY OF LEHIGH, PENNSYLVANIA THAT:**

1. The proposed agreement for professional services with Health Network Laboratories, L.P., marked Exhibit "A" attached hereto and made a part hereof by this reference, is hereby approved.
2. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Resolution.
3. Any resolution or part of resolution conflicting with the provisions of this

resolution is hereby repealed insofar as the same affects this resolution.

4. The County Executive shall distribute copies of this resolution to the proper officers and other personnel whose further action is required to achieve the purpose of this resolution.

**ADOPTED BY THE LEHIGH COUNTY BOARD OF COMMISSIONERS**

on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

**Commissioners**

**AYE**

**NAY**

Geoff Brace  
Nathan Brown  
Percy H. Dougherty  
Marc Grammes  
Dan Hartzell  
Amanda Holt  
Marty Nothstein  
Brad Osborne  
Amy Zanelli

ATTEST: \_\_\_\_\_  
Clerk to the Board of Commissioners

Contract Number:

Copy ID#: \_\_\_\_\_

Completed: \_\_\_\_\_

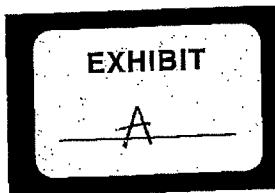
## **COUNTY OF LEHIGH**

### **CONTRACT FOR PROFESSIONAL SERVICES**

**PURPOSE OF CONTRACT:** To conduct analysis of blood for blood alcohol content and/or drug content for the Lehigh County DUI Center and the Lehigh County Probation and Parole Department.

**AWARDED TO:** Health Network Laboratories, L.P.

Federal ID: 23-2948774  
Telephone: (484) 425-5070  
Fax: (484) 425-5080



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## **PROFESSIONAL SERVICE CONTRACT**

This is a contract between the **COUNTY OF LEHIGH**, a Home Rule County of the third class, with offices at 17 South Seventh Street, Allentown, PA 18101-2401 hereinafter referred to as the **COUNTY**, and **HEALTH NETWORK LABORATORIES, L.P.**, with a mailing address of 794 Roble Road, Allentown, PA 18109 (Federal Identification Number: 23-2948774), hereinafter referred to as the **PROVIDER**.

### **WITNESSETH,**

**WHEREAS**, the **COUNTY** wishes to purchase, and the **PROVIDER** wishes to furnish the services cited below according to all applicable Federal, State, and Local Laws; and,

**WHEREAS**, the services referred to are professional in nature;

**WHEREAS**, **PROVIDER** owns, maintains and operates a clinical and pathological laboratory offering various medical laboratory services; **PROVIDER** is licensed to provide laboratory services by the Commonwealth of Pennsylvania and is accredited by the College of American Pathologists.

**NOW THEREFORE**, the **COUNTY** and the **PROVIDER**, in consideration of the obligations herein undertaken and intending to be legally bound, hereby agree as follows:

### **I. SCOPE OF SERVICES**

A. The **PROVIDER** shall provide the following services: to conduct analysis of blood for blood alcohol content and/or drug content for the Lehigh County DUI Center and the Lehigh County Probation and Parole Department.

B. These services and the requirements for their provision are set forth more fully in Appendix 'A' attached hereto and incorporated as if set forth in full.

### **II. TERM OF CONTRACT**

A. The contract shall become effective when executed by the Lehigh County Executive according to the date parameters as stated below:

Beginning Date: March 1, 2019

Termination Date: February 28, 2021

B. The contract may be terminated by either party upon default of agreed terms as herein stated, in writing and providing thirty (30) days notification. Should the PROVIDER lose its license or certification the contract may be terminated immediately by the COUNTY. COUNTY may terminate this contract with or without cause, by providing thirty (30) days written notice to the PROVIDER. The County Executive is authorized to terminate any contract with the PROVIDER pursuant to the provisions of this sub-paragraph.

C. COUNTY shall be liable only for payments due the PROVIDER as set forth in this Contract up to and including the date of termination.

D. This contract may be extended for ONE (1) additional term of one (1) year upon the same terms and conditions and the written agreement of both the COUNTY and PROVIDER. Any renewal must be in writing and signed by both parties. This agreement may only be extended beyond its initial term by the County Executive, the President Judge of the 31<sup>st</sup> Judicial District, the Board, or any independently elected official if each additional term is approved by resolution of the Board. Without such approval the contract shall not extend beyond its last term approved by the Board.

E. The PROVIDER and the COUNTY hereby agree the COUNTY may assign any or all of its rights and delegate any or all of its obligations or responsibilities under this Contract upon twenty (20) days written notice to PROVIDER in the manner set forth in Article XVII of this Contract.

F. The PROVIDER and the COUNTY hereby agree that PROVIDER cannot assign any or all of its rights or delegate any or all of its obligations or responsibilities under this Contract without the COUNTY's prior written authorization.

### **III. COMPENSATION**

A. The COUNTY shall pay for the services rendered by the PROVIDER, according to the provisions which are identified in Appendix 'B' attached hereto and incorporated by this reference as if set forth in full.

B. The PROVIDER hereto agrees that any and all payments due from the COUNTY as required under the terms of this contract, are contingent upon the availability of the appropriated funds. If any or all of the funds which are due to the PROVIDER emanate from State or Federal sources, payment is also contingent upon the COUNTY receiving such moneys from the State or Federal Government.

C. PROVIDER explicitly agrees that it will not submit to COUNTY any false claim, as defined in the False Claims Act, 31 U.S.C. § 3729 et seq.

D. With respect to any billing, COUNTY reserves the right to withhold payment for any portion of any statement in which it asserts that a discrepancy exists, which discrepancy should be corrected by a new statement. In such instances, COUNTY may withhold payment only for that portion of the statement with which it disagrees. Further, it shall be the duty of COUNTY to notify PROVIDER of any such disagreement or discrepancy as soon as possible.

#### **IV. SCHEDULE OF ATTACHMENTS**

The PROVIDER shall be bound by the following appendices attached hereto, incorporated herein as if set forth in full:

Appendix A - Scope of Services  
Appendix B - Compensation  
Appendix C - Amendments and Special Provisions

#### **V. COVENANTS, REPRESENTATIONS AND WARRANTIES**

A. The COUNTY covenants, represents, and warrants:

1. The person or persons signing on behalf of the COUNTY are duly authorized to do so.
2. That this contract is entered into by the Lehigh County Executive pursuant to his authority under section 402(j) of the Lehigh County Home Rule Charter.
3. That the COUNTY is in compliance with all applicable federal, state and local laws especially, but without limitation to all statutes, ordinances, rules, and regulations governing any and all federal and state funding of the contract.
4. That if the representations in subparagraphs 2 or 3 above should at any time hereafter become incorrect, the COUNTY will promptly take all steps to correct the noncompliance.

B. The PROVIDER covenants, represents and warrants:

1. The person or persons signing on behalf of the PROVIDER are duly authorized to do so.
2. That the PROVIDER is entering into this contract either in the ordinary course of its business activities or pursuant to a resolution of its Board of Directors (or other governing body) validly called and held. If requested, the resolution,

including in it the names and positions of the persons authorized to sign this contract, shall be forwarded to the County upon the signing of this contract.

3. That the PROVIDER now complies with and will continue to comply with for the duration of this contract, all applicable law in its business and activities which pertain to the performance or funding of this contract, including, without limitation, the following:

a. The Fair Labor Standards Act, the Labor Management Relations Act (Taft-Hartley); and the Labor Management and Reporting and Disclosure Act (Landrum-Griffin).

b. Occupational Safety and Health Act, and OSHA regulations thereunder.

c. Worker's Compensation Laws.

d. The Environmental Protection Act, EPA regulation and the laws and regulations administered by the Pennsylvania Department of Environmental Resources.

e. Title VII of the Civil Rights Act of 1964, all EEOC regulations and all laws relating to equal employment opportunity.

f. The Equal Pay for Equal Work Law and all other laws relating to sex discrimination.

g. The Federal Age Discrimination in Employment Act and any amendments thereto, 29 Section 620 et seq., especially the 1978 amendments thereto, Public 95-256, Section 1 et seq., Act of April 6, 1978, 92 Statute 189 and hereby states that it will not mandate the retirement of any employee on the basis of age, or for any other reason prohibited by the aforesaid act.

h. The Older Americans Act of 1965 as amended (P.L. 89-73, Section 1, Stat. 219) and the Administrative Code of 1929 as amended by Act 1978-7 (P.L. 177, No. 175) and all regulations promulgated thereunder.

i. Those laws relating to the fiscal management and accounting of public funds. The COUNTY, in its sole discretion, shall have the privilege

of examining and or auditing the records of the PROVIDER which pertain to this contract to ascertain or verify compliance with this subparagraph.

j. The Americans with Disabilities Act.

k. The Immigration, Reform, and Control Act of 1986.

l. The Pro-Children Act of 1994.

m. The False Claims Act, 31 U.S.C. § 3729 et seq.

n. Reports by business entities as required by 25 P.S. §3260a, P.L. 893, Act No. 171 of 1978, as amended July 11, 1980, P.L. 649, No. 134, §6. PROVIDER shall submit to COUNTY a copy of the list filed with the Secretary of the Commonwealth on an annual basis, within thirty (30) days of the filing or March 1<sup>st</sup>, whichever date is first.

o. Disclosures required by Section 801.5 (Open and Public Process) of the Lehigh County Administrative Code, a copy of which PROVIDER acknowledges has been provided to it. The PROVIDER shall agree that Contributions will not be made which would render the PROVIDER ineligible to be considered for the contract. The contract shall require that the PROVIDER disclose any Contribution made by the PROVIDER, sub-contractor or Consultant to any Candidate for Elective County Office or to an Incumbent during the term of the contract and for one (1) year thereafter. Such disclosures shall be made in writing on a form provided by the COUNTY, and shall be delivered to the COUNTY, within (5) business days of the Contribution. This COUNTY disclosure form shall be delivered by the PROVIDER to the COUNTY contact person identified in the contract, who shall forward copies to the Clerk to the Board of Commissioners, the Controller and the County Fiscal Officer.

4. The PROVIDER acknowledges that in the event there is any violation of applicable laws or regulations by the PROVIDER, the COUNTY may deem the violation to be a breach of this contract by the PROVIDER.

5. The PROVIDER agrees that no employee, board member, or representative of the PROVIDER, either personally, or through an agent, shall solicit the referral of clients to any facility in a manner, which offers or implies an offer of rebate to persons referring clients or other fee-splitting inducements. This applies to

consents of fee schedules, billing methods, or personal solicitation. No person or entity involved in the referral of clients may receive payment or other inducement by a facility or its representatives. The PROVIDER shall substantially include the language of this Paragraph in each subcontract under this Contract.

6. The PROVIDER agrees that all experimentation with human subjects involving physical or mental risk to those subjects shall be prohibited without the prior written approval of the Secretary of the Department of Health, subject to all applicable laws, statutes and regulations, and voluntary, informed consent of the subject in writing. If the subject is a minor, or incompetent, a voluntary, informed consent of his/her parents or legal guardian shall be required.

7. The PROVIDER is duly organized, validly existing, and in good standing under the laws of Pennsylvania and the state in which the PROVIDER is organized as previously noted in the Opening Paragraphs of this Contract.

8. That PROVIDER, as a condition precedent to payment, shall upon request of COUNTY promptly furnish evidence of compliance of any sub-paragraph herein.

## **VI. TAXES**

A. The PROVIDER hereby certifies, as a condition precedent to the execution of this contract and as an inducement for the COUNTY to execute same, that it is not "delinquent" on any taxes owed to the COUNTY. "Delinquent" is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Lehigh County Tax Claim Bureau.

B. The PROVIDER further agrees, as a specific condition of this contract, that it shall remain current on all of the taxes it owes to the COUNTY. Should the PROVIDER become delinquent on any taxes it owes to the COUNTY during the term of this contract, the PROVIDER may be deemed to be in breach of this contract by the COUNTY and, in addition to any other remedies at law for such breach, the PROVIDER hereby specifically agrees and authorizes the COUNTY to apply all funds when due to the PROVIDER directly to the taxes owed to the COUNTY until said taxes are paid in full.

C. In the event the PROVIDER becomes delinquent, it hereby authorizes the COUNTY to make payments to the taxing authority for the COUNTY to bring the PROVIDER'S county taxes current.

## **VII. UNDUE INFLUENCE**

The PROVIDER agrees not to hire any COUNTY Personnel who may exercise or has exercised discretion in the awarding, administration, or continuance of this contract for up to and including one year following the termination of the employee from COUNTY service. Failure to abide by this provision shall constitute a breach of this contract.

## **VIII. CONFLICT OF INTEREST**

The PROVIDER agrees to notify in writing the COUNTY as soon as the PROVIDER learns that:

A. A current employee of the COUNTY has commenced, or is intending to commence, employment with PROVIDER while continuing to maintain COUNTY employment, or

B. A current employee of the COUNTY has performed, or is intending to perform, services to the PROVIDER as an independent contractor while continuing to maintain COUNTY employment. Any written notice required to be given under this section shall specify the COUNTY employee's name, the nature of the COUNTY employee's employment, or the subject of the COUNTY employee's contract with the PROVIDER and the date on which the COUNTY employee's employment or contract with PROVIDER commenced.

## **IX. BREACH OF CONTRACT**

A. The PROVIDER agrees that any breach of performance, of any covenant, representation, or warranty, indemnity, or condition, or attached appendices, shall constitute default of this contract.

B. When a breach of this contract has occurred, the COUNTY, in the exercise of its discretion, may allow PROVIDER a specified period of time to correct its breach of the contract.

C. If PROVIDER does not correct its violations of the contract as specified, COUNTY may terminate the contract in whole or in part if such partial termination is in the best interest of the COUNTY.

## **X. CONFIDENTIALITY**

A. The PROVIDER and the COUNTY, their agents and employees shall perform their respective obligations under this contract in such manner as to insure that records, names, and identities of persons to whom services are or have been provided, shall remain confidential except as disclosure is permitted or required by law. Photographs, videos, and/or recordings, which in

any way identify clients, shall not be released without the written consent of the legally responsible party, and the COUNTY representative.

B. Termination of this Contract for any reason shall not relieve the PROVIDER of any of PROVIDER'S obligations as stated in this paragraph.

## **XI. NON-DISCRIMINATION CLAUSE**

In carrying out the terms of this contract, both parties agree not to discriminate against any employee or client or other person on account of race, color, religion, gender, national origin, age, marital status, political affiliation, sexual orientation, gender identity or expression, or physical or mental disabilities as set forth in the Americans With Disabilities Act of 1990. PROVIDER and COUNTY shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49, with any pertinent Executive Order of the Governor and with all laws prohibiting discrimination in hiring or employment opportunities.

The provisions of this section must also be included in any sub-contract PROVIDER enters into to perform the scope of this contract.

## **XII. INDEMNIFICATION AND HOLD HARMLESS**

A. The PROVIDER shall indemnify and hold harmless the COUNTY and each of its officials, employees, and agents from any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses for whatsoever kind or nature, to the extent result from any:

1. Breach of the contract by PROVIDER;
2. Professional error or omission, fault, or negligence by PROVIDER or any one acting under its direction, control of or on its behalf in connection with or incident to its performance of this contract; and
3. General public liability claim arising in connection with the business or activities of PROVIDER which pertains to this contract.

B. If any claim is made against COUNTY which would give rise to a right of indemnification by COUNTY from PROVIDER, COUNTY will give notice thereof to PROVIDER. The COUNTY may permit the PROVIDER to assume the defense of any such claim, or any litigation resulting therefrom. Counsel for PROVIDER, which will conduct the defense of such claim or litigation, must be approved by COUNTY, whose approval will not unreasonably be withheld. If COUNTY consents to permit PROVIDER to assume defense, COUNTY may



participate in such defense. Neither party will consent to entry of any judgment or enter into any settlement without the written consent on the other party, which consent will not unreasonably be withheld. The parties shall cooperate fully with each other and make available to COUNTY all pertinent information under its control.

C. It is expressly understood by PROVIDER that the Pennsylvania state statute, specifically 42 Pa. C.S.A. §8549, which limits recovery against a local government unit and/or its officials and employees to a maximum of \$500,000.00, is not applicable to recovery of damages in an action against PROVIDER.

### **XIII. INSURANCE**

A. The PROVIDER shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this contract, insurance in the types and limits specified below. In addition to the insurance coverage and limits specified herein, the PROVIDER shall obtain any other insurance coverage as may be required by law.

#### **1. Professional Liability Insurance**

a. Limit of Liability: \$1,000,000 by claim and \$2,000,000 in the aggregate.

b. If PROVIDER is a Medical Professional, PROVIDER shall ensure that all conditions are met for eligibility for MCARE Fund coverage.

c. Coverage for occurrences happening during the performance of services required under this contract shall be maintained in full force and effect under the policy. The policy shall include a "tail coverage" if a one or two year period of exposure exists.

#### **2. General Liability Insurance**

a. Limits of Liability: \$1,000,000 in the aggregate and per occurrence.

b. Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).

3. Worker's Compensation and Employer's Liability Insurance
  - a. Limits of Liability: Statutory Limits.
  - b. Other States' coverage and Pennsylvania endorsement.
4. Automobile Liability Insurance
  - a. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
  - b. Coverage: Owner, non-owned and hired vehicles.
  - c. PROVIDER shall ensure that all staff operating said vehicles are licensed drivers and properly insured.
5. Umbrella Excess Liability
  - a. \$5,000,000 in the aggregate and per occurrence.
  - b. Coverage provided shall be over auto liability, general liability, and professional liability.
6. Abuse/Sexual Molestation and Corporal Punishment Liability Insurance.

\$1,000,000 per occurrence; \$3,000,000 in the aggregate.

B. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, which are licensed to do business in the Commonwealth of Pennsylvania. Certificates of Insurance evidencing the existence of such insurance shall be submitted to the COUNTY upon execution of the contract by PROVIDER, and provided to COUNTY thirty (30) days prior to expiration. If the term of this contract coincides with the term of the PROVIDER'S insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the COUNTY no later than thirty (30) days after the effective date of the policy.

C. Each policy and Certificate of Insurance shall contain: an endorsement naming the COUNTY as Additional Insured party thereunder; and a provision that at least thirty (30) calendar days prior written notice be given to the COUNTY in the event coverage is canceled or non-renewed or coverage reduced.

D. If the PROVIDER desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the PROVIDER'S insurance. Any coverage which is self-insured shall provide the same coverage, limits and benefits as the coverages listed in this section.

E. If the PROVIDER fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.

F. PROVIDER shall include all subcontractors as insurers under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this contract.

G. Any modification or waiver of the insurance requirements contained in this section shall be set forth in Appendix 'C'.

#### **XIV. INDEPENDENT CONTRACTOR**

A. The PROVIDER is deemed an Independent Contractor and shall not during the term of this contract assign, subcontract, transfer, or otherwise delegate all or part of its obligations or responsibilities without prior written approval of the COUNTY. No relationship of employer-employee is intended nor created by this contract, it being understood that PROVIDER shall render services to the COUNTY on an independent contractor basis. PROVIDER is not entitled to any benefits from the COUNTY including but not limited to compensation other than that set forth in the 'Compensation' section, Worker's Compensation, unemployment insurance or benefits, retirement benefits, pension benefits, Social Security or disability benefits, and professional liability insurance and/or deductibles. PROVIDER expressly agrees and acknowledges that the COUNTY will deduct no employment taxes from any compensation paid to PROVIDER and that PROVIDER will be responsible for the payment of all taxes whatsoever in connection with any compensation received from the COUNTY.

B. The PROVIDER further agrees and acknowledges that PROVIDER is not authorized under the terms of this contract to bind the COUNTY in any contractual undertakings with any third parties as a result of the within contract and PROVIDER will not make any representation that it is capable of binding the COUNTY.

#### **XV. MODIFICATION**

This document and all attachments which have been incorporated by reference contain all the terms, provisions, and conditions of this contract. No term or provision may be unilaterally

modified or amended. Any alteration, variation, modification, or waiver of a provision of this contract shall be valid only when reduced to writing, duly signed by the parties of this contract, and attached to the original of the contract.

## **XVI. REPORT**

A. COUNTY may require PROVIDER to supply to COUNTY reports in the manner, at the times and in the form as prescribed by COUNTY.

B. If a final report or study is delivered to COUNTY pursuant to this contract, a copy of the final report or study shall be provided directly by the PROVIDER to the Board of Commissioners. PROVIDER agrees to present publicly the final report or study should a committee of the Board of Commissioners so desire.

## **XVII. NOTICES**

A. Any notices required to be given pursuant to the terms and provisions hereof shall either be served in person, evidenced by a signed and dated receipt, by facsimile transmission, or by depositing such notice in the United States mail, certified, with certification and postage charges prepaid. In the event of service of notice upon either party pursuant to the terms of this paragraph, their respective facsimile transmission numbers and addresses are as follows:

### **PROVIDER:**

Health Network Laboratories, L.P.  
Attn: Maria Foster, Senior Vice President for Business Development  
794 Roble Road  
Allentown, PA 18109  
Phone: (484) 425-8170  
Fax: (484) 425 - 8181

### **COUNTY:**

County of Lehigh  
Office of the District Attorney  
Attn: A. Renee Smith, Esq.  
455 W. Hamilton Street  
Allentown, PA 18101-2401  
Phone: (610) 782.3100  
Fax: (610) 820.3323

### **WITH A COPY TO:**

Court Administration  
County of Lehigh  
455 W. Hamilton Street  
Allentown, PA 18101  
Phone: (610) 782-3014  
Fax: (610) 871-2779

B. The PROVIDER shall notify the COUNTY in writing prior to changes in the PROVIDER'S location, mailing address, phone number, facsimile number, or name.

## **XVIII. PENNSYLVANIA CERTIFICATION**

The PROVIDER shall provide annually, upon renewal, copies of required certifications or licenses. The PROVIDER shall notify the COUNTY in writing within five (5) working days of any loss of its Pennsylvania certification or licensure for any of the services being provided to the COUNTY. Upon notification of any loss of certification/licensor for any of the services being provided to the COUNTY, the COUNTY may terminate this contract immediately.

## **XIX. PROFESSIONALISM**

It is contemplated, expected and understood by the parties that PROVIDER will execute and perform the services to be provided to COUNTY in a professional and ethical manner. All work performed or managed by PROVIDER must be of the highest quality and should conform to all standards, safety guidelines, and design conditions as may be imposed by legitimate regulatory organizations, including governmental agencies and municipalities. All services to be performed under this Contract shall be performed in the most cost-effective manner while still achieving the objectives of COUNTY.

## **XX. AUDIT**

A. The PROVIDER shall maintain and retain all books, documents, papers, and records of the PROVIDER which are related to the performance of this contract or payment under this contract for a period of seven (7) years following final performance under this contract. The record shall properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Contract. If PROVIDER is not a public body, PROVIDER agrees to maintain records which comply with the nationally accepted uniform Standards of Accounting and Financial reporting for Voluntary Health and Welfare Organization.

B. The Lehigh County Controller, or any of his/her duly authorized representatives shall, at reasonable times, during the term of this contract and until seven (7) years after the final performance under this contract, have access to and the right to examine any books, documents, papers, and records of the PROVIDER which are related to the performance of this contract or payment under this contract for compliance, performance or evaluation.

C. PROVIDER shall provide to the COUNTY an audit of the financial transactions and/or units of service of the PROVIDER, by an independent auditor, in accordance with the accepted and required auditing standards of COUNTY. Cost of such audit shall be borne by the PROVIDER.

## **XXI. PROVIDER RESPONSIBILITY PROVISIONS**

A. PROVIDER certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the PROVIDER cannot so certify, then it agrees to submit along with the bid/proposal a written explanation of why such certification cannot be made.

B. If PROVIDER enters into subcontracts or employs under this contract any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this contract or any extension or renewals thereof, the COUNTY shall have the right to require the PROVIDER to terminate such subcontracts or employment.

C. The PROVIDER agrees to reimburse the COUNTY for the reasonable costs of investigation incurred by the Office of Inspector General for investigation of the PROVIDER'S compliance with the terms of this or any other contract between the PROVIDER and the Commonwealth which result in the suspension or debarment of the contractor. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. The PROVIDER shall not be responsible for investigative costs for investigations which do not result in the contractor's suspensions or debarment.

D. The PROVIDER may obtain the current list of suspended and debarred contractors by contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Phone: (717) 783-6472  
Fax: (717) 787-9138

## **XXII. CONFIDENTIAL INFORMATION**

The PROVIDER has not included confidential or proprietary information or trade secrets as part of any submission to COUNTY. If the PROVIDER has determined that it must divulge such information as part of any submission to COUNTY, the PROVIDER submitted to COUNTY a signed written statement to that effect in accordance with 65 P.S. §67.707(b) and additionally provided a redacted version of its submission, which removed only the confidential or proprietary information and trade secrets for public disclosure purposes.

### **XXIII. RIGHT-TO-KNOW**

A. PROVIDER understands that this Agreement and records related to or arising out of this Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. Sections 67.101-3104, ("RTKL").

B. If the COUNTY needs PROVIDER's assistance in any matter arising out of the RTKL related to this Agreement, COUNTY shall notify PROVIDER using the legal contact information provided in this Agreement. PROVIDER, at any time, may designate a different contact for such purpose upon reasonable prior written notice to COUNTY.

C. Upon written notification from the COUNTY that it requires PROVIDER's assistance in responding to a request under the RTKL for information related to this Agreement that may be in PROVIDER's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), PROVIDER shall:

1. Provide the COUNTY, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in PROVIDER's possession arising out of this Agreement that the COUNTY reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the COUNTY may reasonably request, in order to comply with the RTKL with respect to this Agreement.

D. If PROVIDER 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 PROVIDER considers exempt from production under the RTKL, PROVIDER must notify the COUNTY and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of PROVIDER explaining why the requested material is exempt from public disclosure under the RTKL.

E. The COUNTY will rely upon the written statement from PROVIDER in denying a RTKL request for the Requested Information unless the COUNTY determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the COUNTY determine that the Requested Information is clearly not exempt from disclosure, PROVIDER shall provide the Requested Information within five (5) business days of receipt of written notification of the COUNTY's determination.

F. If PROVIDER fails to provide the Requested Information within the time period required by these provisions, PROVIDER shall indemnify and hold the COUNTY harmless for any damages, penalties, costs, detriment or harm, including attorney's fees, that the COUNTY

may incur as a result of PROVIDER's failure, including any statutory damages assessed against the COUNTY.

G. The COUNTY will reimburse PROVIDER for costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records.

H. PROVIDER may file a legal challenge to any COUNTY decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, PROVIDER shall indemnify the COUNTY for any attorney's fees and costs incurred by the COUNTY as a result of such a challenge and shall hold the COUNTY harmless for any damages, penalties, costs, detriment or harm that the COUNTY may incur as a result of PROVIDER's actions, including any statutory damages assessed against the COUNTY, regardless of the outcome of such legal challenge. As between the parties, PROVIDER agrees to waive all rights or remedies that may be available to it as a result of the COUNTY's disclosure of Requested Information pursuant to the RTKL.

I. PROVIDER agrees to comply with any final decision of either the Office of Open Records or the Pennsylvania Unified Judicial System concerning RTKL related matters.

J. PROVIDER's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as PROVIDER has Requested Information in its possession.

#### **XXIV. INTERPRETATION**

The PROVIDER agrees to waive the general rule of interpretation that "in the event of any ambiguity or issue of construction, the same will be resolved against the drafter of the document." It is declared to be the intention of the PROVIDER and the COUNTY that the public health, safety and welfare be protected and furthered by the contract. Therefore, this contract is to be interpreted in such manner as to favor such public interest as opposed to any private interest.

#### **XXV. GOVERNING LAW**

The contract shall be governed by the laws of the Commonwealth of Pennsylvania including matters of construction, validity, and performance and any action filed in connection with this contract shall be filed in the Court of Common Pleas of Lehigh County.

#### **XXVI. SEVERABILITY**

In the event any provision hereof is declared null and void by a court of law, the remaining



provisions of this Contract shall remain in full force and effect.

#### **XXVII. ENTIRE CONTRACT**

This contract constitutes the entire understanding of the parties hereto. It supersedes any and all prior written or oral understanding between the parties, and no changes, amendments, or alterations shall be effective unless in writing and signed by both parties and only to the extent therein set forth. No waiver of the breach of any term or condition of the contract shall be deemed to constitute the waiver of any breach of the same or any other term or condition.

IN WITNESS WHEREOF, the parties hereto have executed the within contract by their officials hereunto duly authorized:

**PROVIDER**  
(affix seal)

**HEALTH NETWORK LABORATORIES, L.P.**

\_\_\_\_\_  
Witness

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

4/11/19

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Title: Senior Vice President for Business Development

**COUNTY OF LEHIGH**  
(affix seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
PHILLIPS M. ARMSTRONG  
COUNTY EXECUTIVE

\_\_\_\_\_  
Date

## **APPENDIX A SCOPE OF SERVICES**

The PROVIDER shall provide the following services on an as needed basis:

1. PROVIDER will provide whole blood drug and alcohol testing with automatic confirmation and/or quantitation of initial positive test results.
2. PROVIDER will provide courier pick-up service to the Lehigh County DUI Center located at the Lehigh County Jail, Monday and Thursday between 10:00 AM and 12:00 noon.
3. PROVIDER shall provide a specimen box, if applicable, for the storage of specimens to be picked up by the courier.
4. PROVIDER will provide appropriate forms to requisition tests and supplies used in the collection of urine and blood specimens referred to PROVIDER.
5. PROVIDER will only provide verbal test results to an authorized individual at the Lehigh County DUI Center or District Attorney's office. Test results will not be reported or communicated to the individual being tested by the PROVIDER.
6. Results will only be transmitted to a secure FAX machine at the Lehigh County DUI Center or District Attorney's office.
7. PROVIDER will provide a Certifying Scientist or Lab Analyst for expert witness testimony at a cost of Three Hundred Fifty Dollars (\$350.00) per hour, plus travel expenses with appropriate documentation or a Toxicologist (PhD) at a cost of Four Hundred Dollars (\$400.00) per hour plus travel expenses with appropriate documentation. The COUNTY may need to call the performing technologist to testify in certain cases.
8. Access to PROVIDER's twenty-four hour, seven days a week Customer Care Department for any issues or questions that may arise. In addition, Lehigh County DUI Center will have personalized service from a personal representative of the PROVIDER.
9. Provide educational in-services related to the testing services provided by PROVIDER, on an annual basis as requested by the COUNTY.

The COUNTY shall provide the following:

1. COUNTY shall ensure standing orders indicate a specific and legally permissible period of time and that they are in compliance with all federal and state rules and requirements.
2. Ensure that all laboratory orders are valid and written by individuals authorized to order laboratory tests.
3. Collection of STAT laboratory specimens and/or arterial blood gas specimens.
4. Provide for the security of specimen boxes, if applicable.

## APPENDIX B COMPENSATION

In addition to the charges set forth in Appendix A for special services, the compensation for the individual tests for the term of the contract are as set forth below. PROVIDER shall provide an electronic invoice accessible through client billing portal immediately upon close of invoice month, and COUNTY shall make payment thereof within thirty (30) days following the last day of the calendar month in which such bills have been received. PROVIDER shall provide COUNTY with itemized records of services and charges.

The total compensation payable for services rendered under the terms of this contract shall not exceed Two Hundred Twenty-five Thousand and xx/100 Dollars (\$225,000.00), annually.

### Special Pricing

Testing not performed at HNL will be billed at the Reference Lab fee schedule

Test Name	GPI Code	Test Code	Special Price
Amphetamines, Quantitative, Blood	80325	BAMPS	\$120.67
Barbiturates, Blood	80345	BBARB	\$161.44
Benzodiazepine, Lcms	80346	BENZ	\$131.64
Breath Alcohol Charge	82075	BAT	\$54.00
Cannabinoids, Quantitative, Blood	80349	BTHCP	\$109.70
Carisoprodol And Metabolite	80369	CARIS	\$161.44
Cocaine, Quantitative, Blood	80353	BCOKE	\$131.64
Diphenhydramine,Qn,Bld	80375	BDPH	\$161.44
Drug Screen, Blood	80307	DUID	\$74.00
Fentanyl, Blood	80354	FENTB	\$161.44
Gabapentin	80171	GABA	\$95.05

Legal Blood Alcohol	80320	LBAC	\$60.00
Methadone, QN, Blood	80358	MTHDB	\$161.44
Opiates, Total, Quantitative, Blood	80361, 80365	BTO	\$109.70
Phencyclidine (Pcp), Blood	83992	BPCP	\$131.64
Pregabalin	80366	PRGAB	\$95.05
Tramadol and Metabolite, Quantitative, Blood	80373	BTRAM	\$161.44
Zolpidem, Blood	80368	ZOLPB	\$161.44

Reflex testing will be performed at an additional charge in accordance with the HNL Client Fee Schedule or pricing contained in this Agreement

**APPENDIX C**  
**AMENDMENTS AND SPECIAL PROVISIONS**

1. Section XIII. (Insurance), subparagraph A.6 shall be modified as follows:  
  
    “a. \$1,000,000 per occurrence; \$3,000,000 in the aggregate  
  
    b. Professional and/or General Liability coverage would respond to any claim where abuse/sexual molestation and corporal punishment would be asserted.”
2. Section XIII. (Insurance), subparagraph C, is not applicable.

*County of Lehigh*  
*Pennsylvania*  
*Board of Commissioners*

***Resolution***

NO. 2019 - 29

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**PROCLAIMING MAY 5 TO 11 CONSERVATION DISTRICT WEEK IN LEHIGH COUNTY**

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**WHEREAS**, conservation districts are local units of government established under state law to carry out natural resource management programs; and

**WHEREAS**, conservation districts work with landowners and local governments to help them manage and protect land and water resources on private and public lands; and

**WHEREAS**, Conservation districts were created in PA in 1945 in response to the dust bowl of the 1930's to improve soil and water conservation; and

**WHEREAS**, local municipalities rely on conservation district staff to plan development in a way that conserves and protects the local environment; and

**WHEREAS**, districts also work with many partners including government agencies, private organizations, businesses, and others – to accomplish their mission of supporting and helping landowners to conserve natural resources; and

**WHEREAS**, the districts are each led by a volunteer board of directors with farmers, public members, and a member of county government. The board identifies local conservation needs, decides which programs and services to offer, and develops a strategic plan.

**NOW, THEREFORE**, the Lehigh County Board of Commissioners hereby proclaim May 5-11, 2019 as Conservation District Week in Lehigh County commemorating the great work accomplished by Pennsylvania's 66 Conservation Districts.

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Geoff Brace

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Dan Hartzell

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Nathan Brown

---

Amanda Holt

---

Percy Dougherty, Ph.D.

---

Brad Osborne

---

Marc Grammes

---

Amy Zanelli

---

Marty Nothstein, Chairman





**COUNTY OF LEHIGH, PENNSYLVANIA  
COMMISSIONERS BILL 2019 - 12  
SPONSORED BY COMMISSIONER OSBORNE  
REQUESTED DATE: APRIL 16, 2019  
ORDINANCE NO. 2019 -**

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**INDICATING THE INTENTION OF THE COUNTY TO UNDERTAKE  
CAPITAL PROJECTS, TO INCUR TAX-EXEMPT DEBT FOR SUCH CAPITAL  
PROJECTS, TO REIMBURSE VARIOUS COUNTY FUNDS OR ACCOUNTS  
FOR EXPENDITURES MADE AND TO BE MADE FOR A PORTION OF THE  
COSTS OF SUCH CAPITAL PROJECTS AND TO TRANSFER FUNDS FOR  
THE CAPITAL PROJECTS**

---

**WHEREAS**, the Board of Commissioners of the County of Lehigh, Pennsylvania  
(County) has determined that it is desirable to undertake certain capital projects (the  
Projects); and

**WHEREAS**, in furtherance of the Projects, the County anticipates making  
expenditures to fund the Projects; and

**WHEREAS**, it is the intention of the County to pay for the Projects initially with  
funds from the Stabilization Fund and then reimburse the Stabilization Fund with  
proceeds from a future financing for the Projects; and

**WHEREAS**, the Department of General Services is requesting funds from  
Stabilization Fund for three (3) Projects approved in the 2019 Capital Budget, which will  
be reimbursed with proceeds from a future financing; and

**WHEREAS**, the following projects are to be funded:

1. Replacement of Aging Voting Systems (account number 240203.248.47441);
2. BearCat Police Vehicle (account number 240632.501.47492); and
3. Court House Facility Upgrade (account number 240607.445.47217); and

WHEREAS, Ordinance approval is required to transfer funds from the Stabilization Fund for the Projects pursuant to Section 706 of the Home Rule Charter.

**NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED BY  
THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH,  
PENNSYLVANIA, THAT:**

1. The foregoing WHEREAS clauses are incorporated herein as if set forth in their entirety.
2. As of the date hereof, the County reasonably anticipates that during 2019 it will reimburse its various County funds and accounts, including but not limited to the Stabilization Fund, for expenditures made and to be made for the costs of the Projects, with the proceeds of tax-exempt debt to be incurred by the County.
3. The maximum principal amount of debt expected to be issued for the purpose of reimbursing the County for the costs of these Projects is \$4,955,000.
4. The County Executive is hereby authorized to move the sum of \$4,955,000 from line item 151300.000.61111 Stabilization Fund Balance to the appropriate line items to be determined by the County Fiscal Officer.
5. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Ordinance.
6. The County Executive shall distribute copies of this Ordinance to the proper officers and other personnel of Lehigh County whose further action is required to

achieve the purpose of this Ordinance.

7. Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance.

8. This Ordinance shall become effective in ten (10) days after enactment.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

**Commissioners**

**AYE**

**NAY**

Geoff Brace  
Nathan Brown  
Percy H. Dougherty  
Marc Grammes  
Dan Hartzell  
Amanda Holt  
Marty Nothstein  
Brad Osborne  
Amy Zanelli

ATTEST: \_\_\_\_\_  
Clerk to the Board of Commissioners

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Phillips M. Armstrong  
Lehigh County Executive

ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

