

August 14

Committee Meetings

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

Human Services

5:30 p.m.

Public Hearing Rm

Communities That Care Presentation

Res. 2019-53: Approving a Professional Services Agreement with Service Access Management, Inc.

General Services

5:50 p.m.

Public Hearing Rm

Lehigh Valley Land Use Plan – Becky Bradley, LVPC

Res. 2019-56: Approving an Amendment to the Professional Services Agreements with Barry Isett & Associates, Inc., Cornerstone Consulting Engineers & Architectural, Inc. and Strunk-Albert Engineering to Provide Mechanical / Electrical Professional Services.

Res. 2019-57: Approving an Amendment to the Professional Services Agreements with Spillman Farmer Shoemaker Pell Whildin, PC dba Spillman Farmer Architects, Fedetz & Martin Associates, P.C. and Artefact, Inc. to Provide Professional Architectural Services.

Cedarbrook

6:20 p.m.

Public Hearing Rm

Res. 2019-54: Approving a Professional Services Agreement with Care Systems, Inc.

Res. 2019-55: Approving a Professional Services Agreement with CHE Senior Care Therapy Services, PC.

Res. 2019-58: Approving an Amendment to the Professional Services Agreement with Hospice Advantage, LLC D/B/A Compassus-Allentown.

Res. 2019-59: A Resolution Stating the Board of Commissioners Commitment to the “Phase Two” Renovation of Cedarbrook Senior Care and Rehabilitation.

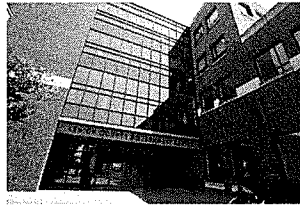
Administrative & Human Resources

6:40 p.m.

Public Hearing Rm

Bill 2019-24: Amending the Administrative Code to Provide a Procedure for the Selection of the Employee and Retiree Health Care Plan.

Bill 2019-25: Approving an Extension to the Tentative Collective Bargaining Agreement Between the County of Lehigh and the Lehigh County Deputy Sheriff’s Association.



**Wednesday, August 14, 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

- 1.1 Meeting Called to Order - Marty Nothstein, 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 07/24/19
- 1.6 Citizens Input
- 1.7 Chair's Review

2. Appointments

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

- 3.1 Bill 2019-23: Adopting the 2020-2024 Lehigh County Capital Plan.

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

- 4.1 Res. 2019-53: Approving a Professional Services Agreement with Service Access Management, Inc. (Sponsored by Commissioner Grammes)
- 4.2 Res. 2019-54: Approving a Professional Services Agreement with Care Systems, Inc. (Sponsored by Commissioner Hartzell)
- 4.3 Res. 2019-55: Approving a Professional Services Agreement with CHE Senior Care Therapy Services, PC. (Sponsored by Commissioner Hartzell)
- 4.4 Res. 2019-56: Approving an Amendment to the Professional Services Agreements with Barry Isett & Associates, Inc., Cornerstone Consulting Engineers & Architectural, Inc. and Strunk-Albert Engineering to Provide Mechanical / Electrical Professional Services. (Sponsored by Commissioner Dougherty)
- 4.5 Res. 2019-57: Approving an Amendment to the Professional Services Agreements with Spillman Farmer Shoemaker Pell Whildin, PC dba Spillman Farmer Architects, Fedetz & Martin Associates, P.C. and Artefact, Inc. to Provide Professional Architectural Services. (Sponsored by Commissioner Dougherty)
- 4.6 Res. 2019-58: Approving an Amendment to the Professional Services Agreement with Hospice Advantage, LLC D/B/A Compassus-Allentown. (Sponsored by Commissioner Hartzell)
- 4.7 Res. 2019-59: A Resolution Stating the Board of Commissioners Commitment to the "Phase Two" Renovation of Cedarbrook Senior Care and Rehabilitation. (Sponsored by Commissioners Zanelli, Osborne, Brace, Brown,

**COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION NO. 2019 - 53
SPONSORED BY COMMISSIONER GRAMMES
REQUESTED DATE: JULY 30, 2019**

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
SERVICE ACCESS MANAGEMENT, INC.**

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 Human Services requests that the County of Lehigh enter into an agreement with Service Access Management, Inc. to provide fiscal consulting services for the Lehigh County Office of Aging and Adult Services.

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 Service Access Management, Inc., 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.

Contract Number:

Copy ID#: _____

Completed: _____

COUNTY OF LEHIGH

CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: Fiscal consulting services for the Lehigh County Office
of Aging and Adult Services.

AWARDED TO: Service Access Management, Inc.

Federal ID: 23-2897133
Telephone: 610.419.9102
Fax: 610.443.0771



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 **SERVICE ACCESS & MANAGEMENT, INC.**, with a mailing address of 19 N. Sixth Street, Reading, PA 19601 (Federal Identification Number: 23-2897133), 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;

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: fiscal consulting services for Lehigh County Office of Aging and Adult Services.

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: August 1, 2019

Termination Date: October 31, 2019

B. The contract may be terminated by either party upon default of agreed terms as herein stated, in writing and providing thirty 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 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.

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.

days of the filing or March 1st, 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, subcontractor 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.

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.

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.

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.

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.

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,

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

PROVIDER
(affix seal)

SERVICE ACCESS & MANAGEMENT, INC.

Witness

By: _____

Date

Print Name _____

Title: _____

COUNTY OF LEHIGH
(affix seal)

Witness

PHILLIPS M. ARMSTRONG
COUNTY EXECUTIVE

Date

APPENDIX B COMPENSATION

Compensation for the services of the PROVIDER as set forth in Appendix A is a monthly fee of Four Thousand Dollars and xx/100 (\$4,000.00), which includes unlimited support and oversight and all costs and expenses required by PROVIDER.

PROVIDER shall submit a monthly invoice on the first day of the month of the service.

The maximum compensation to be paid pursuant to this contract shall not exceed Twelve Thousand and xx/100 Dollars (\$12,000.00).

**COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION NO. 2019 - 54
SPONSORED BY COMMISSIONER HARTZELL
REQUESTED DATE: JULY 25, 2019**

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
CARE SYSTEMS, INC.**

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 Care Systems, Inc. to provide Nursing Staffing Schedule Consultation and Review Services for 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 Care Systems, Inc., 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

Contract Number:

Copy ID#: _____

Completed: _____

COUNTY OF LEHIGH

CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: Nursing Staffing Schedule Consultation and Review
Services for Cedarbrook Senior Care and Rehabilitation

AWARDED TO: Care Systems, Inc.

Federal ID: 14-1868409
Telephone: (240) 404-0355
Fax: (301) 987-7423



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 **CARE SYSTEMS, INC.**, with a mailing address of 1 Research Court, Suite 120, Rockville, MD 20850, (Federal Identification Number: 14-1868409), 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;

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 provide a new base schedule template with appropriate training of staff for Cedarbrook Senior Care and Rehabilitation.

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: August 1, 2019

Termination Date: upon completion of project as determined by the County

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

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

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 1st, 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, subcontractor 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.

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

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.

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

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

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

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)

CARE SYSTEMS, INC.

Witness

By: _____

Date

Print Nam _____

Title: _____

COUNTY OF LEHIGH
(affix seal)

Witness

PHILLIPS M. ARMSTRONG
COUNTY EXECUTIVE

Date

APPENDIX B COMPENSATION

The PROVIDER shall be compensated for services pursuant to this contract as set forth in PROVIDER's PRICE PROPOSAL FORM dated March 25, 2019, for firm fixed price of Fifty-two Thousand Dollars and no/100 (\$52,000).

PROVIDER shall submit an invoice for payment according to the below schedule:

- 25% after kick-off, review and acceptance of project timeline
- 25% after completion of assessments
- 50% after completion of project deliverables

Final payment will not be made until the deliverables have been deemed to meet the intent of the specifications and all work has been successfully completed.

COUNTY OF LEHIGH, PA
REQUEST FOR PROPOSALS #19-014
NURSING STAFFING SCHEDULE CONSULTATION & REVIEW SERVICES

- 4.2 This site visit must take place after release of this "Request for Proposals" (February 27, 2019) and before submission of your packet.
- 4.3 Proposals will only be considered from vendors who have made this mandatory site visit.
- 4.4 Any information offered at this site visit that is not already specifically included in this RFP packet is considered unofficial, unless received in the form of a written Addendum. Verbal instructions are not binding on either the County, or offeror.

5.0 Scope of Work – Vendor Responsibilities

- 5.1 Evaluate current schedules and provide possible alternate solutions including an updated scheduling matrix that meets the requirements of patient care.
- 5.2 Align schedule recommendations with pay scale requirements to ensure compliance.
- 5.3 Evaluate opportunities for cost containment and scheduling efficiencies.
- 5.4 County currently utilizes the Smartlinx scheduling software. Vendor is required to learn and utilize this software package.
- 5.5 Ensure Department of Health and CMS staffing requirements are met with schedule.
- 5.6 Evaluate and offer suggestions to assist current staffing office employees and structure to achieve maximum performance.
- 5.7 Consult with Nursing Administration on assessments and recommendations.
- 5.8 Evaluate scheduling change processes and offer potential recommendations to decrease errors.
- 5.9 Evaluate benefit time and other staffing requests to ensure compliance and effectiveness.
- 5.10 Evaluate mandation procedures overall and also specifically severe weather processes and procedures for compliance and effectiveness.
- 5.11 Assist staffing office with building relationships with staffing agencies and discovering new avenues for temporary nursing staffing sources.
- 5.12 Provide an effective template for scheduling matrix that can be easily maintained.
- 5.13 Training for staffing office as required.
- 5.14 Maintain confidentiality of systems, employee details, and scheduling information throughout the process.
- 5.15 Provide an overall comprehensive assessment of the staffing office as a whole.
- 5.16 Vendor prohibited from recruiting Cedarbrook / County of Lehigh staff and sharing CB staffing procedures, ratios, and employee information with any entity. All questions from any entities must flow through Cedarbrook and not answered by vendor.
- 5.17 Other duties as assigned.

NOTE: If the vendor is a current provider of temporary employees to Cedarbrook, vendor can no longer provide temporary employees to avoid a conflict of interest for the duration of this contract.

COUNTY OF LEHIGH, PA
REQUEST FOR PROPOSALS #19-014
NURSING STAFFING SCHEDULE CONSULTATION & REVIEW SERVICES

ADDENDUM #1

The following additions, deletions or changes are hereby made to the above referenced "Request for Proposals":

- ✓ Item 4.0 Mandatory Site Visit is deleted in its entirety.

The provisions of this Addendum No. 1 shall take precedence over the original "Request for Proposals", wherever they may conflict; the intention being to alter said specifications as noted.

Please be sure to acknowledge your receipt of this Addendum No. 1 in the appropriate area on the Price Proposal Form.

LEHIGH COUNTY EXECUTIVE

BY: George M. Nader, Jr., CPPO
Chief Procurement Officer

DATED: March 7, 2019

COUNTY OF LEHIGH, PA
REQUEST FOR PROPOSALS #19-014
NURSING STAFFING SCHEDULE CONSULTATION & REVIEW SERVICES

staffing office located at the Allentown office staffs both facilities, so the process is the same and the staffing ratios/needs are very similar.

9. Is there an overall budget allocated for this project?
➤ **Yes, budget funding has been allocated for this project.**
10. Item 15.8 - We do not carry this insurance as it is not a standard coverage for our industry. Will the County require this insurance for the services under this RFP?
➤ **This coverage is required and will not be removed.**
11. Item 15.9 – last sentence - We only send automatic renewal certificates for General Liability and Professional Liability and will send other renewal certificates upon request. Will this process be acceptable to the County?
➤ **No. Insurance renewals for all insurance is required to be provided.**
12. Item 15.10 - As standard procedure, we receive 30 days notice from our carriers and then provide 14 days' notice to our additional insureds of any non-renewal or if any coverage is materially reduced below the additional insureds' required amounts. Is this standard procedure acceptable to the County?
➤ **Yes**
13. Item 15.13 – 1st sentence - We are covered for the actions of our subcontractors without listing them as additional or named insureds under our policy. Since we are already covered, may we forego including our subcontractors as insureds under our policies? We can furnish separate certificates of insurance but do not issue endorsements for our subcontractors – is this an acceptable alternative for the County?
➤ **Yes**
14. Will the County consider a waiver for the dollar limits on the umbrella insurance required in section 15.7 and/or a waiver for the insurance required in 15.8?
➤ **Regarding item 15.7 - the County would agree to \$3 million umbrella coverage, not a waiver. Regarding item 15.8 – this coverage is required and will not be removed.**
15. In section 5, Scope of Work, does provision of temporary employees apply only to the provision of temporary employees for the nursing staff?
➤ **Yes**

The provisions of this Addendum No. 2 shall take precedence over the original "Request for Proposals", wherever they may conflict; the intention being to alter said specifications as noted.

Please be sure to acknowledge your receipt of this Addendum No. 2 in the appropriate area on the Price Proposal Form.

LEHIGH COUNTY EXECUTIVE

BY: George M. Nader, Jr., CPPO
Chief Procurement Officer

DATED: March 18, 2019

**COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION NO. 2019 - 55
SPONSORED BY COMMISSIONER HARTZELL
REQUESTED DATE: JULY 25, 2019**

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
CHE SENIOR CARE THERAPY SERVICES, PC**

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 CHE Senior Care Therapy Services, PC to provide Psychology/Behavioral Health Services for 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 CHE Senior Care Therapy Services, PC, 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

Contract Number:

Copy ID#: _____

Completed: _____

COUNTY OF LEHIGH

CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: Psychology/Behavioral Health Services for Cedarbrook
Senior Care and Rehabilitation

AWARDED TO: CHE Senior Care Therapy Services, PC

Federal ID: 46-2763974
Telephone: (718) 942.6595
Fax: (855) 688.6746



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 **CHE SENIOR CARE THERAPY SERVICES, PC**, with offices at 928 Jaymor Rd, Suite C-120, Southampton, PA 18966 (Federal Identification Number: 46-2763974), 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;

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: psychology/behavioral health services for the Cedarbrook Senior Care and Rehabilitation.

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: August 1, 2019

Termination Date: July 31, 2021

B. The contract may be terminated by either party upon default of agreed terms as herein stated, in writing and providing thirty 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 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.

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

- 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 1st, 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.

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.

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.

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.

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

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.

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)

CHE SENIOR CARE THERAPY SERVICES, PC

Witness

By: _____

Date

Print Name: _____

Title: _____

COUNTY OF LEHIGH
(affix seal)

Witness

PHILLIPS M. ARMSTRONG
COUNTY EXECUTIVE

Date

APPENDIX C

AMENDMENTS AND SPECIAL PROVISIONS

1. The provisions of the RFP #19-019 dated March 22, 2019, addendum #1 dated April 12, 2019, the response of the PROVIDER dated April 2, 2019, are incorporated herein by reference. In the event of a conflict between the terms of this agreement, the RFP and addendum #1 to the RFP, and the PROVIDER's response to the RFP, the conflict shall be resolved by the following order of preference: this agreement, the RFP and addendum #1 to the RFP, PROVIDER's response to the RFP.

2. Section XIII. (Insurance), subparagraph A.4 (Automobile Liability Insurance), is hereby Waived.

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

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

behaviors.

- 4.4 Provider shall provide psychologists and behavioral health professionals currently licensed to practice in the Commonwealth of Pennsylvania.
- 4.5 Provider will document treatment sessions and provide individual reports for residents' clinical records in accordance with professional standards, Cedarbrook's policies and procedures and all laws, rules and regulations that apply or relate to clinical records.
- 4.6 Provide in-service programs as requested by Cedarbrook, not to exceed (1) per month, at no additional cost. **Provider shall include costs in their proposal for those rare occasions when more than one (1) in-service is requested in any given month.**
- 4.7 Participate and cooperate with Cedarbrook's performance improvement and quality assurance program, especially initiatives to reduce the use of antipsychotics.
- 4.8 Comply with Cedarbrook policies and procedures.
- 4.9 Coordinate services with Cedarbrook's consulting psychiatrist.
- 4.10 Perform initial evaluation of resident within a week of the physician order.
- 4.11 Make every effort to perform bilingual support (Spanish) on an as needed basis.

5.0 Conforming Work

- 5.1 All work performed or managed must be of the highest quality and shall conform to all standards, safety guidelines and design conditions as may be imposed by legitimate regulatory organizations, including governmental agencies and municipalities.

6.0 Performance Standards

- 6.1 All services to be performed under this ensuing contract shall be performed in the most cost effective manner, in achieving the objectives of the County.
- 6.2 Provider must be in compliance with all applicable law in its business and activities which pertain to the performance and/or funding of the resulting contract, including but not limited to:
 - 6.2.1 Medicare/Medicaid laws, rules and regulations
 - 6.2.2 The False Claims Act
 - 6.2.3 Health Insurance Portability and Accountability Act (HIPAA)
 - 6.2.4 Older Adults Protective Services Act
 - 6.2.5 Established standards of the Professional Licensing Board and Professional Code of Ethics of the American Speech-Language-Hearing Association.
 - 6.2.6 Pennsylvania Department of Health requirements regarding communicable diseases, specifically tuberculosis (TB) testing.
- 6.3 Provider shall maintain documentation and records in accordance with professional standards and regulations.

7.0 Term of Contract

- 7.1 Contract shall be for a **two (2) year period**, without provision for increases, commencing on or

PRICE PROPOSAL FORM

We, CHE Senior Care Therapy Services, PC, on this the 2nd day of April, 2019 hereby:
(Proposer's Name)

- Propose and agree to furnish and deliver PSYCHOLOGY/BEHAVIORAL HEALTH SERVICES for the County of Lehigh, in accordance with this "Request for Proposals".
- Have included costs in this proposal for those rare occasions when **more than one (1) in-service is requested** in any given month (see **Item 4.6**).
- Confirm that we will bill Medicare/Medicaid/third parties for services performed and shall accept such fees as payment in full for services rendered (see **Item 10.1.1**).
- Confirm that private pay residents shall be billed in accordance with their coverage (see **Item 10.1.1**).
- Have included a separate attachment of any fees for services that are not billable to Medicare/Medicaid/third party insurance (see item **10.1.2**).
- Have included costs in this proposal for those occasions when **more than three (3) pro bono visits are requested** for any given resident (see item **10.2**).
- Have received and reviewed the following Addenda (if applicable):
 1. _____, dated _____.
 2. _____, dated _____.
 3. _____, dated _____.

We have included one (1) complete original and one (1) complete electronic copy on CD (or other generally accepted media) of the following as our proposal:

- ✓ This Price Proposal Form.
- ✓ Documentation as required by **Section 22.0**, including the Reference Form.
- ✓ The Cooperative Purchasing Programs Form.

NOTE: THE ENTIRE RFP PACKET NEED NOT BE RETURNED. Please be sure to provide the requested number of copies of all proposer provided attachments. Thank you.

Communications Concerning this Proposal shall be addressed to:

Contact Person Name: Raphael Treitel
Contact Person Title: President
Address: 3512 Quentin Road
Brooklyn, NY 11234
Telephone Number: 800-275-3243
Fax Number: 800-275-3671
Email Address: RaphaelT@cheservices.com

APPENDIX A SCOPE OF SERVICES

PROVIDER agrees to:

1. The PROVIDER shall provide psychology/behavioral health services for Cedarbrook Senior Care and Rehabilitation, as more fully set forth in Section 4.0 - Scope of Work and Section 5.0 – Conforming Work of the Request for Proposals #19-019 dated March 22, 2019, and addendum #1 dated April 12, 2019, a copy of said sections are attached hereto, made a part hereof and marked Exhibit “1 to Appendix A”.

Further the PROVIDER agrees to comply with and be bound by all the other requirements of the Request for Proposals #19-019, all of which is incorporated herein by reference.

2. Provide the services diligently, competently, and in accordance with professional standards, policies and procedures of Cedarbrook and all laws, rules and regulations that apply or relate to the performance of psychology/behavioral services.

3. Participate and fully cooperate in and with any quality assurance and compliance procedures and programs conducted at Cedarbrook.

4. PROVIDER, upon request from Cedarbrook, shall provide documentation as to the qualifications of the staff performing services pursuant to this contract.

5. PROVIDER understands that this contract is a non-exclusive agreement and that the COUNTY may engage other providers to perform these services.

**COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION NO. 2019 - 56
SPONSORED BY COMMISSIONER DOUGHERTY
REQUESTED DATE: AUGUST 6, 2019**

**APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE
AGREEMENTS WITH BARRY ISETT & ASSOCIATES, INC., CORNERSTONE
CONSULTING ENGINEERS & ARCHITECTURAL, INC. AND STRUNK-
ALBERT ENGINEERING TO PROVIDE MECHANICAL/ ELECTRICAL
PROFESSIONAL ENGINEERING SERVICES**

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 General Services requests that the County of Lehigh enter into an amended agreement with Barry Isett & Associates, Inc., Cornerstone Consulting Engineers & Architectural, Inc. and Strunk-Albert Engineering to provide mechanical/electrical professional engineering services to Lehigh County on an "as needed" basis.

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

1. The proposed amended agreements for professional services with Barry Isett & Associates, Inc., Cornerstone Consulting Engineers & Architectural, Inc. and Strunk-Albert Engineering, marked Exhibit "A" attached hereto and made a part hereof by this reference, are 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

Contract Number: _____

Copy ID#: _____

Completed: _____

COUNTY OF LEHIGH

AMENDMENT OF

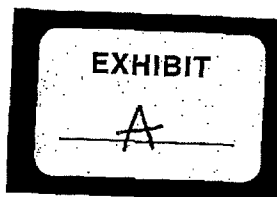
CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: To provide mechanical/ electrical professional engineering services on an "as needed" basis.

AWARDED TO: Barry Isett & Associates, Inc.

BEGINNING DATE OF ORIGINAL CONTRACT: November 1, 2017

Federal ID: 23-2489372
Telephone: (610) 398-0904
Fax: (610) 481-9098



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, 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.”

4. Section XXIII. (Right-To-Know), is hereby deleted and replaced with the following:

“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.

5. 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)

BARRY ISETT & ASSOCIATES, INC.

Witness

By: _____

Print Name: _____

Date

Title _____

COUNTY OF LEHIGH
(affix seal)

Witness:

By: _____

PHILLIPS M. ARMSTRONG
COUNTY EXECUTIVE

Date:

This amendment of the Contract for Professional Services is made and entered into this _____ day of _____, 2019 by and between **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 **CORNERSTONE CONSULTING ENGINEERS & ARCHITECTURAL, INC.**, with a mailing address of 1176 North Irving Street, Allentown, PA 18109, hereinafter referred to as the PROVIDER.

WITNESSETH,

WHEREAS, COUNTY and PROVIDER entered into an Agreement with a beginning date of November 1, 2017 and under which PROVIDER agreed to provide mechanical/ electrical professional engineering services on an "as needed" basis; and

WHEREAS, the parties desire to amend the contract 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. Pursuant to Section II. (Term of Contract), Subparagraph D, the term of the contract shall be extended for the second time for an additional one (1) year beginning November 1, 2019 and ending October 31, 2020.
2. Section V. (Covenants, Representations & Warranties), subparagraph B.3 is amended as follows:

"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."

3. Section XI. (Discrimination Clause), is hereby deleted and replaced with the following:

"XI. NON-DISCRIMINATION CLAUSE

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'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.

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."

Contract Number:

Copy ID#: _____

Completed: _____

COUNTY OF LEHIGH

AMENDMENT OF

CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: To provide mechanical/ electrical professional engineering services on an "as needed" basis.

AWARDED TO: Strunk-Albert Engineering

BEGINNING DATE OF ORIGINAL CONTRACT: November 1, 2017

Federal ID: 23-2632536
Telephone: (570) 421-2025
Fax:

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, 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."

4. Section XXIII. (Right-To-Know), is hereby deleted and replaced with the following:

"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.

5. 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)

STRUNK-ALBERT ENGINEERING

IT IS HEREBY

Date

By: _____

Print Name _____

Title _____

COUNTY OF LEHIGH
(affix seal)

Witness: _____

Date: _____

By: _____

PHILLIPS M. ARMSTRONG
COUNTY EXECUTIVE

Contract Number:

Copy ID#: _____

Completed: _____

COUNTY OF LEHIGH

AMENDMENT OF

CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: To provide professional architectural services to Lehigh County on an "as needed" basis.

AWARDED TO: Artefact, Inc.

BEGINNING DATE OF ORIGINAL CONTRACT: November 1, 2017

Federal ID: 23-2481840
Telephone: (610) 861-0235
Fax: (610) 861-0275

5. 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)

ARTEFACT, INC.

Alvin Kpulis-Bengell
Witness

7/15/19
Date

By: Christine Ussler

Print Name: Christine Ussler

Title: President

COUNTY OF LEHIGH
(affix seal)

Witness: _____

Date: _____

By: _____

PHILLIPS M. ARMSTRONG
COUNTY EXECUTIVE

5. 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 hereto duly authorized;



FEDETZ & MARTIN ASSOCIATES, PC

By: _____

Print Name: _____

Title: _____

Date: _____

COUNTY OF LEHIGH
(affix seal)

Witness: _____

Date: _____

By: _____
PHILLIPS M. ARMSTRONG
COUNTY EXECUTIVE

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, 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."

4. Section XXIII. (Right-To-Know), is hereby deleted and replaced with the following:

"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.

Contract Number:

Copy ID#: _____

Completed: _____

COUNTY OF LEHIGH

AMENDMENT OF

CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: To provide professional architectural services to Lehigh County on an "as needed" basis.

AWARDED TO: Fedetz & Martin Associates, PC

BEGINNING DATE OF ORIGINAL CONTRACT: November 1, 2017

Federal ID: 23-2692865
Telephone: (610) 432-9924
Fax: (610) 432-4571

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'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.

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."

This amendment of the Contract for Professional Services is made and entered into this _____ day of _____, 2019 by and between **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 **SPILLMAN FARMER SHOEMAKER PELL WHILDIN, PC dba SPILLMAN FARMER ARCHITECTS**, with a mailing address of 1720 Spillman Drive, Suite 200, Bethlehem, PA 18015, hereinafter referred to as the PROVIDER.

WITNESSETH,

WHEREAS, COUNTY and PROVIDER entered into an Agreement with a beginning date of November 1, 2017 and under which PROVIDER agreed to provide architectural services on an "as needed" basis; and

WHEREAS, the parties desire to amend the contract 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. Pursuant to Section II. (Term of Contract), Subparagraph D, the term of the contract shall be extended for the second time for an additional one (1) year beginning November 1, 2019 and ending October 31, 2020.
2. Section V. (Covenants, Representations & Warranties), subparagraph B.3 is amended as follows:

"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."

3. Section XI. (Discrimination Clause), is hereby deleted and replaced with the following:

"XI. NON-DISCRIMINATION CLAUSE

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

AMENDMENT OF CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: To provide Routine Hospice Services to Eligible Residents of Cedarbrook Senior Care and Rehabilitation, Allentown and Fountain Hill.

AWARDED TO: Hospice Advantage, LLC, d/b/a Compassus - Allentown

BEGINNING DATE OF ORIGINAL CONTRACT: October 1, 2017

Federal ID: 20-1591624
Telephone: (610) 336-8000
Fax: (610) 336-8001



**COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION NO. 2019 - 58
SPONSORED BY COMMISSIONER HARTZELL
REQUESTED DATE: AUGUST 6, 2019**

**APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH HOSPICE ADVANTAGE, LLC, D/B/A
COMPASSUS - ALLENTOWN**

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 (County) enter into an amended agreement with Hospice Advantage, LLC, d/b/a Compassus - Allentown, to provide routine hospice services to eligible residents of Cedarbrook Senior Care and Rehabilitation, Allentown and Fountain Hill.

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

1. The proposed amendment to the agreement for professional services with Hospice Advantage, LLC, d/b/a Compassus – Allentown, 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

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

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

PROVIDER
(affix seal)

HOSPICE ADVANTAGE, LLC d/b/a
COMPASSUS - ALLENTOWN

Witness

Date

By:

Print Name:

Title:

COUNTY OF LEHIGH
(affix seal)

Witness:

Date:

By:

PHILLIPS M. ARMSTRONG
COUNTY EXECUTIVE

**COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION NO. 2019 - 59
SPONSORED BY COMMISSIONERS ZANELLI, OSBORNE, BRACE, BROWN
GRAMMES & HARTZELL
REQUESTED DATE: AUGUST 7, 2019**

**A RESOLUTION STATING THE BOARD OF
COMMISSIONERS COMMITMENT TO THE "PHASE TWO"
RENOVATION OF CEDARBROOK SENIOR CARE AND REHABILITATION**

WHEREAS, the County of Lehigh has a long tradition of providing high quality long-term care to its residents through Cedarbrook Senior Care and Rehabilitation (Cedarbrook); and

WHEREAS, the Board of Commissioners views Cedarbrook as an integral part of the Lehigh County community and is committed to keeping the facility publicly owned and operated; and

WHEREAS, Cedarbrook's outstanding service to its residents has never been questioned and is evident through its history of superior quality care, which Lehigh County is committed to maintaining; and

WHEREAS, a major upgrade to some of the physical infrastructure and capital components of Cedarbrook has been reviewed and vetted for several years; and

WHEREAS, the Board of Commissioners support for the physical plant of Cedarbrook Senior Care and Rehabilitation was fully demonstrated with the approval of Resolution No. 2019-34 on May 8, 2019; and

WHEREAS, the intent of that resolution was to indicate the Board of Commissioner's commitment to the "Phase One" Renovation of Cedarbrook Senior Care

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 - 60
SPONSORED BY COMMISSIONER OSBORNE
REQUESTED DATE: AUGUST 7, 2019**

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
CONCORD PUBLIC FINANCIAL ADVISOR, INC.**

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 Administration requests that the County of Lehigh enter into an agreement with Concord Public Financial Advisor, Inc., to act as the financial advisor for the financing of Bond Fund Series 2019.

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 Concord Public Financial Advisor, Inc., 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.

Contract Number: _____

Copy ID#: _____

Completed: _____

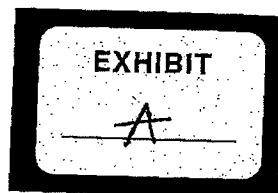
COUNTY OF LEHIGH

CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: To act as the financial advisor for the financing of Bond Fund Series 2019.

AWARDED TO: Concord Public Financial Advisors, Inc.

Federal ID: 23-2923631
Telephone: (717) 295.2300
Fax: (717) 295.2427



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 **CONCORD PUBLIC FINANCIAL ADVISORS, INC.**, with a mailing address of 2938 Columbia Avenue, Suite 1002, Lancaster, PA 17603 (Federal Identification Number: 23-2923631), 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;

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 act as the financial advisor for the financing of Bond Fund Series 2019.

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: August 15, 2019

Termination Date: Upon the successful closing of the financings

B. The contract may be terminated by either party upon default of agreed terms as herein stated, in writing and providing thirty 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 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.

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.

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

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

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

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

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

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.

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

PROVIDER
(affix seal)

CONCORD PUBLIC FINANCIAL ADVISORS, INC.

Witness

By: _____

Date

Print Name _____

Title: _____

COUNTY OF LEHIGH
(affix seal)

Witness

PHILLIPS M. ARMSTRONG
COUNTY EXECUTIVE

Date

APPENDIX B COMPENSATION

The PROVIDER shall be compensated for services pursuant to this contract as set forth in PROVIDER's PRICE PROPOSAL FORM dated June 25, 2019, and a best and final price proposal dated July 18, 2019, for a firm not to exceed fee of Twenty-Four Thousand Dollars and xx/100 (\$24,000.00). A copy of said PROVIDER's PROPOSAL FORM, along with the best and final offer email dated July 18, 2019, are attached hereto, made a part hereof and marked as Exhibit "1 to Appendix B".

If the PROVIDER is compensated as a bidding agent from any source, the compensation paid by COUNTY to PROVIDER shall be reduced on a dollar for dollar basis by the amount that the PROVIDER is paid as the bidding agent.

The compensation is only payable upon the respective Bond Issue closing and is to be paid from the bond proceeds.

SPECIFICATIONS

1.0 Purpose

- 1.1 The County of Lehigh is soliciting proposals for an independent firm to act as the financial advisor for the financing of Bond Fund Series 2019. The current approximate amount of General Obligation Bond Series 2019 is \$80,000,000.00.

2.0 Schedule of Events

- 2.1 The proposed schedule for proposal processing, selection, negotiation and contract initiation is as follows:

2.1.1	Issue Request for Proposals Notice	May 30, 2019
2.1.2	Cutoff for Written Questions	June 14, 2019, 4:00 P.M.
2.1.3	Cutoff for Written Answers	June 21, 2019, 4:00 P.M.
2.1.4	Proposals Due	July 2, 2019, 4:00 P.M.
2.1.5	Proposals Publicly Opened	July 3, 2019, 10:00 A.M.
2.1.6	Issue "Intent to Award"	July 12, 2019
2.1.7	Contract Received From Law	July 26, 2019
2.1.8	Signed Contract From Provider	July 30, 2019
2.1.9	Submit Contract to Board	July 31, 2019
2.1.10	Resolution Approval	August 14, 2019
2.1.11	Estimated Contract Start Date	August 15, 2019

3.0 Scope of Work

- 3.1 The selected firm shall act as the financial advisor for the financing of capital projects Bond Fund Series 2019 and as such will provide the following services:
- 3.1.1 Provide financial advisory services in connection with structuring the capital debt of the County, including analytical services, structuring services, debt placement, negotiations and bidding and all related services necessary or appropriate to provide the County with an overall debt structure that is responsive to the needs of the County.
- 3.1.2 Provide advice with respect to balance sheet management structures and techniques, to assist the County to manage its balance sheet in a professional and responsible manner.
- 3.1.3 Provide such financial advisory services as requested by the County that are within the firm's ambit of expertise.
- 3.1.4 Exercise due diligence at all times in monitoring the County's debt and balance sheet management transactions.

4.0 Conforming Work

- 4.1 All work performed or managed must be of the highest quality and shall conform to all standards,

ADDENDUM #1

The following additions, deletions or changes are hereby made to the above referenced "Request for Proposals":

✓ Following are the responses to all questions raised before the 4:00 P.M., June 14, 2019 cutoff. The questions submitted are listed, with the respective answers below:

1. RFP Section 10.8 – Can you please confirm that we will not be required to carry this type of liability coverage or if we could provide alternative liability coverage?
➤ **The Abuse/Sexual Molestation and Corporal Punishment Liability Insurance requirement is hereby waived.**
2. RFP Section 10.10 – Will the County consider revising this requirement, so that (this firm) will provide the 30-days' notice instead of our insurance carrier?
➤ **The requested revision is acceptable.**

The provisions of this Addendum No. 1 shall take precedence over the original "Request for Proposals", wherever they may conflict; the intention being to alter said specifications as noted.

Please be sure to acknowledge your receipt of this Addendum No. 1 in the appropriate area on the Price Proposal Form.

LEHIGH COUNTY EXECUTIVE

BY: George M. Nader, Jr., CPPO
Chief Procurement Officer

DATED: June 18, 2019

**COUNTY OF LEHIGH, PENNSYLVANIA
COMMISSIONERS BILL 2019-23
SPONSORED BY COMMISSIONER OSBORNE
REQUESTED DATE: JULY 17, 2019
ORDINANCE NO. 2019 –**

ADOPTING THE 2020-2024 LEHIGH COUNTY CAPITAL PLAN

WHEREAS, Section 708 of the Lehigh County Home Rule Charter and Section 602 of the Lehigh County Administrative Code provide for a five-year capital planning procedure; and

WHEREAS, the County Executive submitted a proposed 2020-2024 Lehigh County Capital Plan which was reviewed by the Finance Committee on July 17, 2019; and

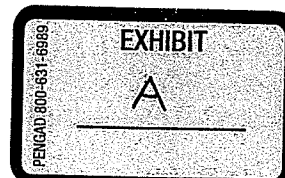
WHEREAS, a public hearing on the proposed 2020-2024 Capital Plan was held on July 24, 2019 and a public hearing on amendments to the Capital Plan was held on August 14, 2019.

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

1. The proposed 2020-2024 Lehigh County Capital Plan, summarized and marked as "Exhibit A", is hereby adopted as the 2020-2024 Lehigh County Capital Plan. Approved Amendments to the Capital Plan are attached as Exhibit B.
2. This Ordinance is a policy statement only and is in no way to be construed as a budget or an appropriation.
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 an 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.

2020 - 2024 Capital Plan - Project Listing By Department By Year

DOB	Project#	Plan Title	2020	2021	2022	2023	2024	5 Yr Total
010202	482	New Vehicles for District Attorney's Office Narcotics Information	\$45,000	\$1	\$0	\$0	\$0	\$45,001
		Department total (1)	\$45,000	\$1	\$0	\$0	\$0	\$45,001
010401	258	Personal Bullet Resistant Vest Replacement	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
	264	Security System Standardization, Upgrade, and Expansion Project	\$650,000	\$650,000	\$0	\$0	\$0	\$1,300,000
		Department total (2)	\$670,000	\$670,000	\$20,000	\$20,000	\$20,000	\$1,400,000
010901	705	Clerk of Judicial Court Records Microfilm/Scanning	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
		Department total (1)	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
030701	019	ERP (Enterprise Resource Planning / Fiscal System) Replacement	\$1	\$1,000,000	\$0	\$0	\$0	\$1,000,001
	129	Data Center Infrastructure Lifecycle Management	\$750,000	\$0	\$0	\$250,000	\$250,000	\$1,250,000
	131	Application Assessment and Migration	\$0	\$500,000	\$1,000,000	\$1	\$0	\$1,500,001
	296	Security Infrastructure	\$95,000	\$30,000	\$30,000	\$30,000	\$30,000	\$215,000
	712	End User Platforms	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
		Department total (5)	\$1,095,001	\$1,780,000	\$1,280,000	\$530,001	\$530,000	\$5,215,002
060100	362	Riverside Drive Paving	\$1	\$2,200,000	\$1	\$1	\$0	\$2,200,003
	495	Zoo Infrastructure Improvements	\$150,000	\$275,000	\$1	\$0	\$0	\$425,001
	713	Major Maintenance	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
	730	Replacement of County Vehicles	\$225,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,225,000
		Department total (4)	\$575,001	\$2,925,000	\$450,002	\$450,001	\$450,000	\$4,850,004
060200	002	Tractor Replacement	\$0	\$40,000	\$0	\$0	\$0	\$40,000
	091	Lehigh Mountain/ Walking Purchase Park Improvements	\$1	\$1	\$1	\$1	\$1	\$5
	115	Veldrome Track Resurfacing	\$420,000	\$0	\$0	\$0	\$0	\$420,000
	194	Jordan Creek Greenway	\$1	\$0	\$0	\$0	\$0	\$1
	234	D & L Trail Expansion (Cementon-Allentown)	\$0	\$1,575,000	\$750,000	\$0	\$0	\$2,325,000
	237	Trexler Nature Preserve Road Repairs	\$0	\$1,100,000	\$0	\$0	\$0	\$1,100,000
	399	D&L Trailhead- Treichlers Bridge Parking Lot Expansion	\$0	\$1	\$0	\$0	\$0	\$1
	447	Trexler Nature Preserve-Upgrade Master Site Plan & Improvements	\$0	\$0	\$400,000	\$0	\$0	\$400,000
	448	65HP-Large Tractor	\$0	\$0	\$85,000	\$0	\$0	\$85,000
	496	Trexler Nature Preserve-Mountain Bike Trail	\$1	\$0	\$0	\$0	\$0	\$1
	506	Trexler Environmental Center HVAC Equipment Replacement	\$0	\$0	\$0	\$60,000	\$0	\$60,000
	527	Velodrome WEST Barn Roof Repairs	\$185,000	\$0	\$0	\$0	\$0	\$185,000
	528	Cedarcreek West Barn Repairs & Maintenance	\$0	\$0	\$0	\$170,000	\$0	\$170,000
	538	Security Gate Replacement, Trexler Nature Preserve	\$0	\$0	\$0	\$0	\$100,000	\$100,000
	539	Lockridge Park Asphalt Paving & Repairs	\$150,000	\$0	\$0	\$0	\$0	\$150,000



2020 - 2024 Capital Plan - Project Listing By Department By Year

DOB	Project#	Plan Title	2020	2021	2022	2023	2024	5 Yr Total
062102	544	Community Gardens Deer Fencing	\$40,000	\$0	\$0	\$0	\$0	\$40,000
	800	Agricultural Conservation Easements	\$2,700,000	\$2,700,000	\$2,700,000	\$1,250,000	\$1,250,000	\$10,600,000
		Department total (2)	\$2,740,000	\$2,700,000	\$2,700,000	\$1,250,000	\$1,250,000	\$10,640,000
062400	144	Coca Cola Park	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
		Department total (1)	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
070101	276	Resident Care Equipment Replacement Project	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
		Department total (1)	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
070131	158	IT Equipment	\$135,000	\$85,000	\$85,000	\$85,000	\$85,000	\$475,000
		Department total (1)	\$135,000	\$85,000	\$85,000	\$85,000	\$85,000	\$475,000
070133	018	Building and Infrastructure Systems and Structural	\$200,000	\$110,000	\$110,000	\$110,000	\$275,000	\$805,000
	080	ReConfiguration of Building Units	\$1	\$0	\$0	\$0	\$0	\$1
	263	Facility Resident Unit Renovations	\$45,000	\$45,000	\$45,000	\$25,000	\$25,000	\$185,000
	270	Parking Lot/Roads Paving	\$30,000	\$30,000	\$0	\$0	\$0	\$60,000
	338	Major Maintenance	\$125,000	\$45,000	\$45,000	\$45,000	\$45,000	\$305,000
	521	Outdoor Maintenance Equipment	\$25,000	\$20,000	\$0	\$0	\$0	\$45,000
	546	D - Wing Air Conditioning	\$800,000	\$0	\$0	\$0	\$0	\$800,000
	863	Sidewalk, Curb and Stone Wall Repair	\$20,000	\$1	\$1	\$1	\$1	\$20,004
		Department total (8)	\$1,245,001	\$250,001	\$200,001	\$180,001	\$345,001	\$2,220,005
070142	540	Environmental Services Equipment	\$75,000	\$50,000	\$0	\$0	\$0	\$125,000
		Department total (1)	\$75,000	\$50,000	\$0	\$0	\$0	\$125,000
070143	324	Food Services	\$185,000	\$20,000	\$20,000	\$20,000	\$20,000	\$265,000
		Department total (1)	\$185,000	\$20,000	\$20,000	\$20,000	\$20,000	\$265,000
070215	519	Resident Transport Vehicles	\$75,000	\$45,000	\$0	\$0	\$0	\$120,000
		Department total (1)	\$75,000	\$45,000	\$0	\$0	\$0	\$120,000
070233	154	FH Resident Room Improvements	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
	368	Furniture replacement	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$200,000
	416	Wall Guard Nursing Units	\$30,000	\$30,000	\$30,000	\$30,000	\$0	\$120,000
	477	Major Maintenance	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$300,000
	518	Building and Infrastructure Systems and Structural	\$335,000	\$255,000	\$30,000	\$1	\$1	\$620,002
		Department total (5)	\$515,000	\$435,000	\$210,000	\$180,001	\$150,001	\$1,490,002
070243	441	Food Service Equipment	\$105,000	\$30,000	\$30,000	\$30,000	\$30,000	\$225,000
		Department total (1)	\$105,000	\$30,000	\$30,000	\$30,000	\$30,000	\$225,000
080100	219	Major Maintenance	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
	364	Handheld Communication Radios	\$20,000	\$0	\$20,000	\$0	\$20,000	\$60,000

Amendment to Bill 2019-23

Amendment Three

Commissioner Osborne (Administrative Request)

I move that the following projects are moved from Fiscal Year 2020 to 2023

Project 527 – Velodrome West Barn Roof Repairs

Project 472 – HAZMAT Coordinator Response Vehicle

Project 522 – Upper Parking Lot

Amendment Four

Commissioner Osborne (Administrative Request)

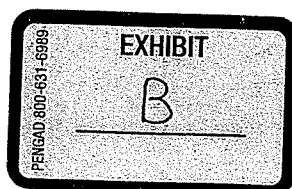
I move that the following \$1 projects are removed from the Capital Plan.

Project 091 – Lehigh Mountain / Walking Purchase Park

Project 194 – Jordan Park Greenway

Project 496 – Trexler Nature Preserve Mountain Bike Trail

Project 926 – Saylor Park Kilns



**COUNTY OF LEHIGH, PENNSYLVANIA
COMMISSIONERS BILL NO. 2019 - 24
SPONSORED BY COMMISSIONERS HOLT & DOUGHERTY
REQUESTED DATE: AUGUST 7, 2019
ORDINANCE 2019 - NO.**

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

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) of the Home Rule Charter permits the Board of Commissioners to adopt procedures which provide for the making of contracts; and

WHEREAS, the selection of the Health Care Plan and its Administrator or 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

Commissioners no later than August 15. If the Request for Proposals is issued by an agent, the agent shall provide recommendations or rankings of the responses, including estimated costs for implementation and a summary of each proposal's features.

(1) The County Executive shall negotiate with the qualified entities to determine the Proposal which best suits the needs of the employees, retirees and the County.

(2) The County Executive shall submit the name of his or her selected entity for each of the expiring coverage(s) and the proposed structure for the Health Care Plan to the Chair of the Board of Commissioners by August 31.

(3) The Chair of the Board of Commissioners shall approve or reject the selection in writing by September 15 or fourteen (14) days prior to the commencement of open enrollment, whichever occurs later.

(4) If the Chair approves the selection of the County Executive, the County Executive may enter into a contract with the selected entity.

(5) If the Chair rejects the selection of the County Executive, the County Executive and the Chair shall each submit their selection to the full Board of Commissioners at a meeting to be held within

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.

**COUNTY OF LEHIGH, PENNSYLVANIA
COMMISSIONERS BILL 2019 - 25
SPONSORED BY COMMISSIONERS DOUGHERTY, HOLT & NOTHSTEIN
REQUESTED DATE: AUGUST 7, 2019
ORDINANCE 2019 – NO.**

**APPROVING AN EXTENSION TO THE TENTATIVE COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE COUNTY OF LEHIGH AND
THE LEHIGH COUNTY DEPUTY SHERIFFS' ASSOCIATION**

WHEREAS, by Ordinance 2017 – No. 104, the Lehigh County Board of Commissioners and the Lehigh County Deputy Sheriffs' Association (hereinafter "Association") entered into a Tentative Collective Bargaining Agreement for the period of January 1, 2016 - December 31, 2019; and

WHEREAS, the Board of Commissioners and the Deputy Sheriffs' Association have agreed to the attached extension of the current Collective Bargaining Agreement, which among other things, sets wage levels of County employees who are bargaining unit members of the Association; and

WHEREAS, Section 310(a)(11) of the Home Rule Charter of Lehigh County provides, in pertinent part, that the setting of wage levels of employees shall be accomplished through the ordinance process.

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

1. The above purpose clauses are hereby incorporated as part of this Ordinance by reference.

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.

This Tentative Agreement is subject to ratification by the Association (which occurred on May 30, 2019) and approval by the County.

DEPUTY SHERIFFS' ASSOCIATION

Date:

COUNTY OF DELAWARE

Date: