

**May 8**

**Committee Meetings**

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

**General Services**

**5:30 p.m.**

**Public Hearing Rm**

Res. 2019-32: Approving a Professional Services Agreement with TuWay Mobile Communications, Inc. D/B/A Tuway Communications to Install Equipment

Motion to Waive Advance Notice Requirements for geographIT, a Division of EBA Engineering, Inc.

Res. 2019-33: Approving a Professional Services Agreement with geographIT, a Division of EBA Engineering, Inc.

**Human Services**

**5:50 p.m.**

**Public Hearing Rm**

Res. 2019-30: Approving an Amendment to the Professional Services Agreement with Actuarial Solutions, LLC.

**Administrative & Human Resources**

**6:00 p.m.**

**Public Hearing Rm**

Discussion on the proposed Computer Aid Professional Services Agreement for IT Management

Bill 2019-13: Amending Ordinance 1978 – No. 123 Lehigh County Personnel Code, To Include a Compensation Policy.

**Cedarbrook / Finance**

**6:30 p.m.**

**Public Hearing Rm**

Res. 2019-31: Modifying the Option Which the Lehigh County Board of Commissioners will Support for the Renovation of Cedarbrook Senior Care and Rehabilitation. (Holt & Dougherty)

Res. 2019-34: A Resolution stating the Board of Commissioners Commitment to the “Phase One” Renovation of Cedarbrook Senior Care and Rehabilitation. (Osborne)

Motion regarding Financial Advisor Services Procurement

**Break between meetings**

**7:20 p.m.**

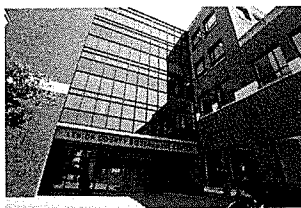
**Public Hearing Rm**

**Board of Commissioners**

**7:30 p.m.**

**Public Hearing Rm**





**Wednesday, May 8, 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 04/24/19
- 1.6 Citizens Input
- 1.7 Chair's Review - 1) Sheriff Hanna's requested letter of support 2) Update from the Lehigh Valley Zoo

---

**2. Appointments**

---

- 2.1 Lehigh - Northampton Airport Authority - Appointment - Jeffrey B. Matzkin- Term expires 12/31/23
- 2.2 Position of Director of Human Resources - Appointment - Ms. Kelly Kozik

---

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

---

- 3.1 Bill 2019-10: Amending the Administrative Code to Provide a Procedure for the Selection of the Employee and Retiree Health Care Plan. (Holt)
- 3.2 Bill 2019-12: Indicating the Intention of the County to Undertake Capital Projects, to Incur Tax-Exempt Debt for Such Capital Projects, to Reimburse Various County Funds or Accounts for Expenditures Made and to be Made for a Portion of the Costs of Such Capital Projects and to Transfer Funds for the Capital Projects. (Sponsored by Commissioner Osborne)

---

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

---

- 4.1 Motion Regarding Financial Adviser Services Procurement
- 4.2 Res. 2019-30: Approving an Amendment to the Professional Services Agreement with Actuarial Solutions, LLC. (Sponsored by Commissioner Grammes)
- 4.3 Res. 2019-31: Modifying the Option Which the Lehigh County Board of Commissioners will Support for the Renovation of Cedarbrook Senior Care and Rehabilitation. (Sponsored by Commissioners Holt & Dougherty)
- 4.4 Res. 2019-32: Approving a Professional Services Agreement with TuWay Mobile Communications, Inc. D/B/A Tuway Communications to Install Equipment (Sponsored by Commissioner Dougherty)
- 4.5 Motion to Waive Advance Notice Requirements for geographIT, a Division of EBA Engineering, Inc.

4.6 Res. 2019-33: Approving a Professional Services Agreement with geographIT, a Division of EBA Engineering, Inc. (Sponsored by Commissioner Dougherty)

4.7 Res. 2019-34: A Resolution stating the Board of Commissioners Commitment to the "Phase One" Renovation of Cedarbrook Senior Care and Rehabilitation. (Sponsored by Commissioner Osborne)

4.8 Bill 2019-13: Amending Ordinance 1978 – No. 123 Lehigh County Personnel Code, To Include a Compensation Policy.

## **5. Closing Agenda Items**

---

5.1 Committee Reports

5.2 Citizens Input on Committee Reports

5.3 Commissioner Announcements

5.4 Citizens Input

5.5 Motion to Adjourn

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

---

**APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES  
AGREEMENT WITH ACTUARIAL SOLUTIONS, LLC**

---

**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 (County) enter into an amended agreement with Actuarial Solutions, LLC, to provide actuarial services for Lehigh County's HealthChoices Medicaid behavioral health program.

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

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

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

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

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

**Commissioners**

**AYE**

**NAY**

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

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

Contract Number:

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

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

**COUNTY OF LEHIGH**

**AMENDMENT OF**

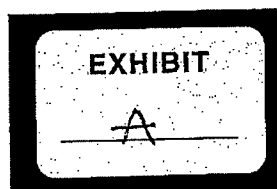
**CONTRACT FOR PROFESSIONAL SERVICES**

**PURPOSE OF CONTRACT:** To provide actuarial services for Lehigh County's HealthChoices  
Medicaid behavioral health program.

**AWARDED TO:** Actuarial Solutions, LLC

**BEGINNING DATE OF ORIGINAL CONTRACT:** July 1, 2016

Federal ID: 46-4688780  
Telephone: (215) 833.4692  
Fax:



This amendment of 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 located at 17 South Seventh Street, Allentown, PA 18101-2400, hereinafter referred to as the COUNTY, and **ACTUARIAL SOLUTIONS, LLC**, with a mailing address of 96 Willowbrook Drive, Doylestown, PA 18901, (Federal Identification Number: 46-4688780), hereinafter referred to as the PROVIDER.

**WITNESSETH,**

**WHEREAS**, COUNTY and PROVIDER entered into an Agreement with a beginning date of July 1, 2016 and under which PROVIDER agreed to provide actuarial services for Lehigh County's HealthChoices Medicaid behavioral health program; 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. The term of the contract shall be extended for the first time for an additional year beginning July 1, 2019 and ending June 30, 2020.
2. Section XI. (Discrimination Clause), is hereby deleted and replaced with the following:

**"NON-DISCRIMINATION CLAUSE**

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

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

3. 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").



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."

4. 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)

ACTUARIAL SOLUTIONS, LLC

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

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

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

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

President \_\_\_\_\_

Title of Signing Official

3-15-19

Date

COUNTY OF LEHIGH  
(affix seal)

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

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

PHILLIPS M. ARMSTRONG  
COUNTY EXECUTIVE

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

Date

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.

**COUNTY OF LEHIGH, PENNSYLVANIA  
RESOLUTION NO. 2019 - 31  
SPONSORED BY COMMISSIONERS HOLT & DOUGHERTY  
REQUESTED DATE: APRIL 13, 2019**

---

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

---

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

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

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

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

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

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

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

their entirety.

2. The Board of Commissioners hereby indicates its support for a facility plan which meets the facility standards set forth by the Centers for Medicare and Medicaid Services, such as the one attached hereto as Exhibit A.

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

4. Any resolution or part of resolution conflicting with the provisions of this resolution is hereby repealed insofar as the same affects this resolution.

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

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

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

**Commissioners**

**AYE**

**NAY**

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

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

# Cedarbrook Senior Care and Rehabilitation



SCENARIO: CMS					
240 Bed Addition, 4 Floors					
<b>New Construction</b>					
Site Work /Retaining Walls /Landscaping /Sidewalks /Storm Water Management	LS				\$2,500,000
Site utilities	LS				\$750,000
Parking W Storm Water Management	Pkg. Space	209	\$4,000		\$836,000
Building Addition, 4 Fls, 240 Beds	SF	111,720	\$235		\$26,254,200
Building Addition, Partial Basement	SF	14,000	\$155		\$2,170,000
Building Addition, Penthouses	SF	7,200	\$135		\$972,000
Building Addition, Entrance, 1st Fl Main Lobby	SF	7,090	\$200		\$1,418,000
Building Addition, Entrance, 2nd Fl Service Hall	SF	2,620	\$200		\$524,000
Canopy, Main Entrance	LS				\$550,000
Canopy, Ambulance Pick-up	LS				\$85,000
Bridge to D Wing	LF	60	\$9,000		\$540,000
Bridge to D Wing	LF	60	\$9,000		\$540,000
Sub-Total New Construction					\$37,139,200
<b>Existing Building Renovation</b>					
D Wing Nursing Unit Renovation (204 beds)					\$12,337,120
C Wing Nursing Unit Renovation (29 beds)					\$2,240,300
2nd Floor C Wing - Offices/Chapel	SF	7,810	\$125		\$976,250
1st Floor B Wing- Offices (Med Records)	SF	7,810	\$125		\$976,250
2nd and 3rd Floor B Wing - Apartments	SF	7,810	\$125		\$1,952,500
1st Floor Center Building - Entry Reno/Emp Dining	SF	1,810	\$125		\$226,250
2nd Floor Center Building - Entry Renovation	SF	3,300	\$125		\$412,500
3rd Floor Center Building - Office/Storage Space	SF	5,429	\$125		\$678,625
Sub-Total Renovation					\$19,799,795
Sub-total New and Existing Construction					\$56,938,995
Asbestos Abatement					\$500,000
Subtotal					\$57,438,995
Professional Fee, 6.25%					\$3,589,937
Subtotal					\$61,028,932
FFE					\$1,300,000
Subtotal					\$62,328,932
Contingency, 10%					\$6,232,893
Subtotal					\$68,561,825
Facility Upgrade					\$1,164,825
Total					\$69,726,650



**COUNTY OF LEHIGH, PENNSYLVANIA  
RESOLUTION NO. 2019 - 32  
SPONSORED BY COMMISSIONER DOUGHERTY  
REQUESTED DATE: MAY 1, 2019**

---

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH  
TUWAY MOBILE COMMUNICATIONS, INC. D/B/A TUWAY  
COMMUNICATIONS TO INSTALL EQUIPMENT**

---

**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 agreement with TuWay Mobile Communications, Inc. d/b/a Tuway Communications to relocate and install the VESTA 911 Call Processing Equipment.

**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 TuWay Mobile Communications, Inc. d/b/a Tuway Communications, marked Exhibit "A" attached hereto and made a part hereof by this reference, is hereby approved.

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

3. Any resolution or part of resolution conflicting with the provisions of this resolution is hereby repealed insofar as the same affects this resolution.

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

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

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

**Commissioners**

**AYE**

**NAY**

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

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



Contract Number:

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

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

## COUNTY OF LEHIGH

### CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: To relocate and install the VESTA 911 Call Processing Equipment

AWARDED TO: TuWay Mobile Communications, Inc. d/b/a Tuway Communications

Federal ID: 23-2693146  
Telephone: 610-865-3811  
Fax: 610-865-3818

EXHIBIT

A

## TABLE OF CONTENTS

I.	Scope of Services .....	p. 1
II.	Term of Contract .....	p. 1
III.	Compensation.....	p. 2
IV.	Schedule of Attachments .....	p. 2
V.	Covenants, Representations and Warranties.....	p. 3
VI.	Taxes .....	p. 6
VII.	Undue Influence .....	p. 6
VIII.	Conflict of Interest .....	p. 6
IX.	Breach of Contract .....	p. 7
X.	Confidentiality.....	p. 7
XI.	Non-Discrimination Clause.....	p. 7
XII.	Indemnification and Hold Harmless .....	p. 7
XIII.	Insurance .....	p. 8
XIV.	Independent Contractor.....	p. 10
XV.	Modification .....	p. 11
XVI.	Report.....	p. 11
XVII.	Notices.....	p. 11
XVIII.	Pennsylvania Certification .....	p. 12
XIX.	Professionalism .....	p. 12
XX.	Audit.....	p. 12
XXI.	Provider Responsibility Provisions.....	p. 13
XXII.	Confidential Information.....	p. 14
XXIII.	Right to Know.....	p. 14
XXIV.	Interpretation .....	p. 15
XXV.	Governing Law.....	p. 15
XXVI.	Severability .....	p. 16
XXVII.	Entire Contract .....	p. 16

## **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 **TUWAY MOBILE COMMUNICATIONS, INC. D/B/A TUWAY COMMUNICATIONS**, with offices at 2115 City Line Road Bethlehem, PA 18017 (Federal Identification Number: 23-2693146), 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: Relocate the VESTA 911 Call processing Equipment from the City of Allentown 9-1-1 Communications Center to the Lehigh County 9-1-1 Communications Center and once moved, install the hardware in the positions as needed to support the City of Allentown 9-1-1 call volume.

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: May 1, 2019  
Termination Date: Upon completion of work as approved 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 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.

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

D. This contract may not be extended for any additional terms.

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

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

### **III. COMPENSATION**

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

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

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

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

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

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

Appendix A - Scope of Services

Appendix B - Compensation

Appendix C - Amendments and Special Provisions

**V. COVENANTS, REPRESENTATIONS AND WARRANTIES**

**A. The COUNTY covenants, represents, and warrants:**

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

**B. The PROVIDER covenants, represents and warrants:**

1. The person or persons signing on behalf of the PROVIDER are duly authorized to do so.
2. That the PROVIDER is entering into this contract either in the ordinary course of its business activities or pursuant to a resolution of its Board of Directors (or other governing body) validly called and held. If requested, the resolution, including in it the names and positions of the persons authorized to sign this contract, shall be forwarded to the County upon the signing of this contract.
3. That the PROVIDER now complies with and will continue to comply with for the duration of this contract, all applicable law in its business and activities which pertain to the performance or funding of this contract, including, without limitation, the following:
  - a. The Fair Labor Standards Act, the Labor Management Relations Act (Taft-Hartley); and the Labor Management and Reporting and Disclosure Act (Landrum-Griffin).
  - b. Occupational Safety and Health Act, and OSHA regulations thereunder.
  - c. Worker's Compensation Laws.

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

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

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

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

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

i. Those laws relating to the fiscal management and accounting of public funds. The COUNTY, in its sole discretion, shall have the privilege of examining and or auditing the records of the PROVIDER which pertain to this contract to ascertain or verify compliance with this subparagraph.

j. The Americans with Disabilities Act.

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

l. The Pro-Children Act of 1994.

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

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

o. Disclosures required by Section 801.5 (Open and Public Process) of the Lehigh County Administrative Code, a copy of which PROVIDER

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

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

5. The PROVIDER agrees that no employee, board member, or representative of the PROVIDER, either personally, or through an agent, shall solicit the referral of clients to any facility in a manner, which offers or implies an offer of rebate to persons referring clients or other fee-splitting inducements. This applies to consents of fee schedules, billing methods, or personal solicitation. No person or entity involved in the referral of clients may receive payment or other inducement by a facility or its representatives. The PROVIDER shall substantially include the language of this Paragraph in each subcontract under this Contract.

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

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

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

## **VI. TAXES**

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

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

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

## **VII. UNDUE INFLUENCE**

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

## **VIII. CONFLICT OF INTEREST**

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

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

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



## **IX. BREACH OF CONTRACT**

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

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

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

## **X. CONFIDENTIALITY**

A. The PROVIDER and the COUNTY, their agents and employees shall perform their respective obligations under this contract in such manner as to insure that records, names, and identities of persons to whom services are or have been provided, shall remain confidential except as disclosure is permitted or required by law. Photographs, videos, and/or recordings, which in any way identify clients, shall not be released without the written consent of the legally responsible party, and the COUNTY representative.

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

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

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

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

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

A. The PROVIDER shall indemnify and hold harmless the COUNTY and each of its officials, employees, and agents from any and all suits, actions, legal or administrative

proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses for whatsoever kind or nature, to the extent result from any:

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

B. If any claim is made against COUNTY which would give rise to a right of indemnification by COUNTY from PROVIDER, COUNTY will give notice thereof to PROVIDER. The COUNTY may permit the PROVIDER to assume the defense of any such claim, or any litigation resulting therefrom. Counsel for PROVIDER, which will conduct the defense of such claim or litigation, must be approved by COUNTY, whose approval will not unreasonably be withheld. If COUNTY consents to permit PROVIDER to assume defense, COUNTY may participate in such defense. Neither party will consent to entry of any judgment or enter into any settlement without the written consent on the other party, which consent will not unreasonably be withheld. The parties shall cooperate fully with each other and make available to COUNTY all pertinent information under its control.

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

### **XIII. INSURANCE**

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

1. Professional Liability Insurance
  - a. Limit of Liability: \$1,000,000 by claim and \$2,000,000 in the aggregate.
  - b. If PROVIDER is a Medical Professional, PROVIDER shall ensure that all conditions are met for eligibility for MCARE Fund coverage.

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

2. General Liability Insurance

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

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

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

a. Limits of Liability: Statutory Limits.

b. Other States' coverage and Pennsylvania endorsement.

4. Automobile Liability Insurance

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

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

c. PROVIDER shall ensure that all staff operating said vehicles are licensed drivers and properly insured.

5. Umbrella Excess Liability

a. \$5,000,000 in the aggregate and per occurrence.

b. Coverage provided shall be over auto liability, general liability, and professional liability.

6. Abuse/Sexual Molestation and Corporal Punishment Liability Insurance.

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

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

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

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

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

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

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

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

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

COUNTY will deduct no employment taxes from any compensation paid to PROVIDER and that PROVIDER will be responsible for the payment of all taxes whatsoever in connection with any compensation received from the COUNTY.

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

#### **XV. MODIFICATION**

This document and all attachments which have been incorporated by reference contain all the terms, provisions, and conditions of this contract. No term or provision may be unilaterally modified or amended. Any alteration, variation, modification, or waiver of a provision of this contract shall be valid only when reduced to writing, duly signed by the parties of this contract, and attached to the original of the contract.

#### **XVI. REPORT**

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

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

#### **XVII. NOTICES**

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

**PROVIDER:**

TuWay Mobile Communications, Inc., d/b/a, TuWay Communications  
2115 City Line Road  
Bethlehem, PA 18017  
Attention: Arthur Taschler, Treasurer/COO  
Phone: (610) 865-3811  
Fax: (610) 865-3818

**COUNTY:**

County of Lehigh  
Department of General Services  
17 S. 7th Street  
Allentown, PA 18101-2401  
Attention: Rick Molchany, Director  
Phone: (610) 782-3613  
Fax: (610) 871-2755

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

**XVIII. PENNSYLVANIA CERTIFICATION**

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

**XIX. PROFESSIONALISM**

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

**XX. AUDIT**

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

B. The Lehigh County Controller, or any of his/her duly authorized representatives shall, at reasonable times, during the term of this contract and until seven (7) years after the final

performance under this contract, have access to and the right to examine any books, documents, papers, and records of the PROVIDER which are related to the performance of this contract or payment under this contract for compliance, performance or evaluation.

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

## **XXI. PROVIDER RESPONSIBILITY PROVISIONS**

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

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

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

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

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

## **XXII. CONFIDENTIAL INFORMATION**

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

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

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

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

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

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

D. If PROVIDER considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that PROVIDER considers exempt from production under the RTKL, PROVIDER must notify the COUNTY and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of PROVIDER explaining why the requested material is exempt from public disclosure under the RTKL.

E. The COUNTY will rely upon the written statement from PROVIDER in denying a RTKL request for the Requested Information unless the COUNTY determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the



COUNTY determine that the Requested Information is clearly not exempt from disclosure, PROVIDER shall provide the Requested Information within five (5) business days of receipt of written notification of the COUNTY's determination.

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

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

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

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

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

#### **XXIV. INTERPRETATION**

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

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

The contract shall be governed by the laws of the Commonwealth of Pennsylvania

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

#### **XXVI. SEVERABILITY**

In the event any provision hereof is declared null and void by a court of law, the remaining provisions of this Contract shall remain in full force and effect.

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

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

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

**PROVIDER**  
(affix seal)

**TUWAY MOBILE COMMUNICATIONS, INC. d/b/a  
TUWAY COMMUNICATIONS**

Witness

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

\_\_\_\_\_  
Date

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

Title: President

**COUNTY OF LEHIGH**  
(affix seal)

Witness

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

\_\_\_\_\_  
Date

## **APPENDIX A SCOPE OF SERVICES**

PROVIDER shall relocate the VESTA 9-1-1 Call Processing Equipment from the City of Allentown 9-1-1 Communications Center to the Lehigh County 9-1-1 Communications Center. The move of this hardware is necessary to populate the four (4) additional positions for the 9-1-1 center to allow for these additional positions to be used as full-fledged telecommunicator positions. Once moved, the hardware will be installed in the positions as needed to support the City of Allentown 9-1-1 call volume.

## **APPENDIX B COMPENSATION**

Compensation shall be a fixed fee of **THIRTY THOUSAND TWO HUNDRED THIRTY TWO DOLLARS AND NINETY TWO CENTS (\$30,232.92)**.

PROVIDER shall issue an invoice to the COUNTY not later than 30 days from the last day of the month in which the work was completed.

## APPENDIX C AMENDMENTS AND SPECIAL PROVISIONS

1. Section XII. (Indemnification and Hold Harmless), subparagraph A.3, is hereby amended as follows:

“3. General public liability claim arising in connection with the business or activities of PROVIDER which pertains to this contract and which involves the negligence of the PROVIDER in performing its business or activities under this contract.”

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

3. Section XIII. (Insurance), subparagraph C, is hereby amended as follows:

“Each policy and Certificate of Insurance shall contain: an endorsement naming the COUNTY as an Additional Insured party thereunder; and a provision that prior written notice be given to the COUNTY in the event coverage is canceled or non-renewed or coverage reduced at the earliest convenience of the insurance carrier or broker.”

4. Section XX. (Audit), subparagraph B, is hereby amended as follows:

“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. Cost of such examination shall be borne by COUNTY.”

5. Section XX. (Audit), subparagraph C., is hereby waived.

6. Section XXIII. (Right-To-Know), subparagraph C.1., is hereby amended as follows:

“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 or advise the COUNTY that it does not possess the requested information, and”

7. Section XXIII. (Right-To-Know), subparagraph F, is hereby amended as follows:

"F. If PROVIDER has possession of the requested information and is required to provide the same pursuant to Section XXIII.E. and 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.

8. Section XXIII. (Right-To-Know), subparagraph H, is hereby amended as follows:

"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 any disclosures by COUNTY of challenged Requested Information supported by a court determination.

**COUNTY OF LEHIGH, PENNSYLVANIA  
RESOLUTION NO. 2019 - 33  
SPONSORED BY COMMISSIONER DOUGHERTY  
REQUESTED DATE: MAY 1, 2019**

---

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH  
GEOGRAPHIT, a DIVISION OF EBA ENGINEERING, 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 General Services requests that the County of Lehigh enter into an agreement with geographIT, a division of EBA Engineering, Inc. to assist the counties of Lehigh and Northampton with implementing a cloud-hosted regional NG9-1-1 Data Standardization Portal.

**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 geographIT, a division of EBA Engineering, 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.

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

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

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

**Commissioners**

**AYE**

**NAY**

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

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



Contract Number: \_\_\_\_\_

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

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

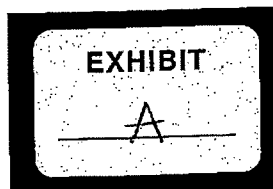
## COUNTY OF LEHIGH

### CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: To assist the counties of Lehigh and Northampton with implementing a cloud-hosted regional NG9-1-1 Data Standardization Portal.

AWARDED TO: geographIT, a division of EBA Engineering, Inc.

Federal ID: 52-1242613  
Telephone: (717) 399-7007



## TABLE OF CONTENTS

I.	Scope of Services.....	p. 1
II.	Term of Contract .....	p. 1
III.	Compensation .....	p. 2
IV.	Schedule of Attachments.....	p. 3
V.	Covenants, Representations and Warranties .....	p. 3
VI.	Taxes.....	p. 6
VII.	Undue Influence .....	p. 6
VIII.	Conflict of Interest.....	p. 6
IX.	Breach of Contract.....	p. 7
X.	Confidentiality .....	p. 7
XI.	Non-Discrimination Clause .....	p. 7
XII.	Indemnification and Hold Harmless.....	p. 8
XIII.	Insurance.....	p. 8
XIV.	Independent Contractor .....	p. 10
XV.	Modification .....	p. 11
XVI.	Report .....	p. 11
XVII.	Notices.....	p. 11
XVIII.	Pennsylvania Certification.....	p. 12
XIX.	Professionalism.....	p. 12
XX.	Audit .....	p. 12
XXI.	Provider Responsibility Provisions .....	p. 13
XXII.	Confidential Information .....	p. 14
XXIII.	Right-to-Know.....	p. 14
XXIV.	Interpretation .....	p. 15
XXV.	Governing Law .....	p. 16
XXVI.	Severability.....	p. 16
XXVII.	Entire Contract.....	p. 16

## **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 **EBA ENGINEERING, INC.**, with a mailing address of 6100 Chevy Chase Drive, Suite 200, Laurel, MD 20707-2917, (Federal Identification Number: 52-1242613) 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 assist the counties of Lehigh and Northampton with implementing a cloud-hosted regional NG9-1-1 Data Standardization Portal.

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: April 1, 2019

Termination Date: December 31, 2020

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 days written notice to the **PROVIDER**. The County Executive is authorized to terminate any contract with the **PROVIDER** pursuant to the provisions of this sub-paragraph.

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

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

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

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

### **III. COMPENSATION**

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

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

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

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

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

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

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

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

**A. The COUNTY covenants, represents, and warrants:**

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

**B. The PROVIDER covenants, represents and warrants:**

1. The person or persons signing on behalf of the PROVIDER are duly authorized to do so.
2. That the PROVIDER is entering into this contract either in the ordinary course of its business activities or pursuant to a resolution of its Board of Directors (or other governing body) validly called and held. If requested, the resolution, including in it the names and positions of the persons authorized to sign this contract, shall be forwarded to the County upon the signing of this contract.
3. That the PROVIDER now complies with and will continue to comply with for the duration of this contract, all applicable law in its business and activities which pertain to the performance or funding of this contract, including, without limitation, the following:

- a. The Fair Labor Standards Act, the Labor Management Relations Act (Taft-Hartley); and the Labor Management and Reporting and Disclosure Act (Landrum-Griffin).
- b. Occupational Safety and Health Act, and OSHA regulations thereunder.
- c. Worker's Compensation Laws.
- d. The Environmental Protection Act, EPA regulation and the laws and regulations administered by the Pennsylvania Department of Environmental Resources.
- e. Title VII of the Civil Rights Act of 1964, all EEOC regulations and all laws relating to equal employment opportunity.
- f. The Equal Pay for Equal Work Law and all other laws relating to sex discrimination.
- g. The Federal Age Discrimination in Employment Act and any amendments thereto, 29 Section 620 et seq., especially the 1978 amendments thereto, Public 95-256, Section 1 et seq., Act of April 6, 1978, 92 Statute 189 and hereby states that it will not mandate the retirement of any employee on the basis of age, or for any other reason prohibited by the aforesaid act.
- h. The Older Americans Act of 1965 as amended (P.L. 89-73, Section 1, Stat. 219) and the Administrative Code of 1929 as amended by Act 1978-7 (P.L. 177, No. 175) and all regulations promulgated thereunder.
- i. Those laws relating to the fiscal management and accounting of public funds. The COUNTY, in its sole discretion, shall have the privilege of examining and or auditing the records of the PROVIDER which pertain to this contract to ascertain or verify compliance with this subparagraph.
- j. The Americans with Disabilities Act.
- k. The Immigration, Reform, and Control Act of 1986.
- l. The Pro-Children Act of 1994.
- m. The False Claims Act, 31 U.S.C. § 3729 et seq.

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

o. Disclosures required by Section 801.5 (Open and Public Process) of the Lehigh County Administrative Code, a copy of which PROVIDER acknowledges has been provided to it. PROVIDER agrees that Contributions will not be made which would render PROVIDER ineligible to be considered for this agreement. PROVIDER shall disclose any Contribution made by PROVIDER, its sub-contractors or its Consultants 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 PROVIDER to the COUNTY contact person identified in the contract, who shall forward copies to the Clerk to the Board of Commissioners, the Controller and the County Fiscal Officer.

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

5. The PROVIDER agrees that no employee, board member, or representative of the PROVIDER, either personally, or through an agent, shall solicit the referral of clients to any facility in a manner, which offers or implies an offer of rebate to persons referring clients or other fee-splitting inducements. This applies to consents of fee schedules, billing methods, or personal solicitation. No person or entity involved in the referral of clients may receive payment or other inducement by a facility or its representatives. The PROVIDER shall substantially include the language of this Paragraph in each subcontract under this Contract.

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

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

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

## **VI. TAXES**

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

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

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

## **VII. UNDUE INFLUENCE**

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

## **VIII. CONFLICT OF INTEREST**

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

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



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

#### **IX. BREACH OF CONTRACT**

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

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

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

#### **X. CONFIDENTIALITY**

A. The PROVIDER and the COUNTY, their agents and employees shall perform their respective obligations under this contract in such manner as to insure that records, names, and identities of persons to whom services are or have been provided, shall remain confidential except as disclosure is permitted or required by law. Photographs, videos, and/or recordings, which in any way identify clients, shall not be released without the written consent of the legally responsible party, and the COUNTY representative.

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

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

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

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

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

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

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

B. If any claim is made against COUNTY which would give rise to a right of indemnification by COUNTY from PROVIDER, COUNTY will give notice thereof to PROVIDER. The COUNTY may permit the PROVIDER to assume the defense of any such claim, or any litigation resulting therefrom. Counsel for PROVIDER, which will conduct the defense of such claim or litigation, must be approved by COUNTY, whose approval will not unreasonably be withheld. If COUNTY consents to permit PROVIDER to assume defense, COUNTY may participate in such defense. Neither party will consent to entry of any judgment or enter into any settlement without the written consent on the other party, which consent will not unreasonably be withheld. The parties shall cooperate fully with each other and make available to COUNTY all pertinent information under its control.

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

## **XIII. INSURANCE**

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

1. Professional Liability Insurance
  - a. Limit of Liability: \$1,000,000 by claim and \$2,000,000 in the aggregate.
  - b. If PROVIDER is a Medical Professional, PROVIDER shall ensure that all conditions are met for eligibility for MCARE Fund coverage.
  - c. Coverage for occurrences happening during the performance of services required under this contract shall be maintained in full force and effect under the policy. The policy shall include a "tail coverage" if a one or two year period of exposure exists.
2. General Liability Insurance
  - a. Limits of Liability: \$1,000,000 in the aggregate and per occurrence.
  - b. Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).
3. Worker's Compensation and Employer's Liability Insurance
  - a. Limits of Liability: Statutory Limits.
  - b. Other States' coverage and Pennsylvania endorsement.
4. Automobile Liability Insurance
  - a. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
  - b. Coverage: Owner, non-owned and hired vehicles.
  - c. PROVIDER shall ensure that all staff operating said vehicles are licensed drivers and properly insured.
5. Umbrella Excess Liability
  - a. \$5,000,000 in the aggregate and per occurrence.

b. Coverage provided shall be over auto liability, general liability, and professional liability.

6. Abuse/Sexual Molestation and Corporal Punishment Liability Insurance.

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

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

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

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

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

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

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

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

A. The PROVIDER is deemed an Independent Contractor and shall not during the term of this contract assign, subcontract, transfer, or otherwise delegate all or part of its

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

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

#### **XV. MODIFICATION**

This document and all attachments which have been incorporated by reference contain all the terms, provisions, and conditions of this contract. No term or provision may be unilaterally modified or amended. Any alteration, variation, modification, or waiver of a provision of this contract shall be valid only when reduced to writing, duly signed by the parties of this contract, and attached to the original of the contract.

#### **XVI. REPORT**

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

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

#### **XVII. NOTICES**

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

**PROVIDER:**

geographIT, a division of EBA Engineering, Inc.  
Attn: Bruce E. Stauffer, Vice President  
1525 Oregon Pike, Suite 202  
Lancaster, PA 17601  
Phone: (717) 399-7007  
Fax: (717) 399-7015

**COUNTY:**

County of Lehigh  
Attn: Rick Molchany, Director  
Department of General Services  
17 S. 7th Street  
Allentown, PA 18101-2401  
Phone: (610) 782-3001  
Fax: (610) 871-2755

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

**XVIII. PENNSYLVANIA CERTIFICATION**

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

**XIX. PROFESSIONALISM**

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

**XX. AUDIT**

A. The PROVIDER shall maintain and retain all books, documents, papers, and records of the PROVIDER which are related to the performance of this contract or payment under this contract for a period of seven (7) years following final performance under this

contract. The record shall properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Contract. If PROVIDER is not a public body, PROVIDER agrees to maintain records which comply with the nationally accepted uniform Standards of Accounting and Financial reporting for Voluntary Health and Welfare Organization.

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

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

## **XXI. PROVIDER RESPONSIBILITY PROVISIONS**

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

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

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

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

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

## **XXII. CONFIDENTIAL INFORMATION**

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

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

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

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

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

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

D. If PROVIDER considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that PROVIDER considers exempt from production under the RTKL,



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

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

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

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

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

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

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

#### **XXIV. INTERPRETATION**

The PROVIDER agrees to waive the general rule of interpretation that "in the event of any ambiguity or issue of construction, the same will be resolved against the drafter of the document." It is declared to be the intention of the PROVIDER and the COUNTY that the

public health, safety and welfare be protected and furthered by the contract. Therefore, this contract is to be interpreted in such manner as to favor such public interest as opposed to any private interest.

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

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

#### **XXVI. SEVERABILITY**

In the event any provision hereof is declared null and void by a court of law, the remaining provisions of this Contract shall remain in full force and effect.

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

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

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

**PROVIDER**  
(affix seal)

**EBA ENGINEERING, INC.**

Witness

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

\_\_\_\_\_  
Date

Print Name:

Title: Executive Vice President & COO

**COUNTY OF LEHIGH**  
(affix seal)

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Date

## **APPENDIX A SCOPE OF SERVICES**

The PROVIDER shall perform the following services, including but not limited to:

1. Coordinate with the eight (8) NECore member counties to obtain road centerline and emergency service zone boundary GIS datasets in a file geodatabase format, and upload the data to AGOL.
2. Add an AGOL group for the NECore and add member counties. Configure the municipality look-up table to add municipalities for the NECore region.
3. Modify the Amazon AWS production environment and scripts to accommodate the data uploaded by NECore member counties:
  - a. Add NECore counties to the notification e-mail distribution list and to the configuration to download most recent error-checked version of the county and regional datasets.
  - b. Add dataset schema templates representing the current file structure of each NECore member county source dataset.
  - c. Configure the Schema Compare script to compare each new upload of a source dataset to the county's schema template to detect and report changes in the source dataset schema.
  - d. Conduct a source-to-target database column comparison between each NECore county's source GIS database schema and the NENA NG9-1-1 schema to define ETL processing requirements to load county data into NENA NG9-1-1 database templates.
  - e. Create SQL scripts automate ETL processing of each NECore county GIS dataset to create NENA NG9-1-1 equivalent GIS datasets from the county data.
  - f. Update scripts that process county datasets, including ETL processing, ArcGIS Data Reviewer batch processing, appending data into regional datasets, and NECore member county notification of processing results.
  - g. Conduct a complete test run of each NECore county dataset to verify error free processing and correct results.
  - h. Deploy the NECore region into production.

- i. Update documentation for the NECore ETL scripts and AGOL account settings.
4. Schedule a one (1) hour individualized web meeting with each NECore county to review the upload/download process and to review how to interpret and fix errors reported from the initial testing.
  5. Schedule a quarterly (every 3 months) group web meeting with NECore member counties to review reductions in error statistics reported from the previous quarter and discuss organizational or technological issues hindering attempts to reduce NG9-1-1 compatibility errors. Issues raised during each quarterly web meeting will be noted and compiled at the end of the grant year into a final summary report documenting overall error reduction rates achieved and issues affecting

Project Milestones:

Milestone:	Description:	Completion:
Acquire & Upload County Data	Data acquired from NECore counties and uploaded to AGOL in expected format. AGOL NECore Group and member counties added.	2 weeks after Notice to Proceed
Application Development	Configuration Amazon AWS and automated scripts to process NECore county datasets completed.	15 weeks after Notice to Proceed
Testing & Documentation	Test run of NECore county datasets completed and verified. Documentation updated. All NECore counties are integrated.	17 weeks after Notice to Proceed
Project Management, Webinars, & Performance Report	Client and project team coordination, review of initial test results with individual NECore counties, quarterly group webinar review of error reduction with NECore counties, final NECore performance report completed.	52 weeks after Notice to Proceed

## **APPENDIX B COMPENSATION**

PROVIDER shall perform the scope of work as listed in Appendix A for a fixed price lump sum in the amount of Twelve Thousand Three-Hundred Fifty Dollars (\$12,350.00). An invoice shall be submitted to COUNTY within thirty (30) days after the last day of the invoice month according to the following milestones:

<b>Milestone:</b>	<b>Project Phase Description:</b>	<b>Invoice Amount:</b>
1	Acquire and Upload County Data	\$1,850.00
2	Application Development	\$4,100.00
3	Testing and Documentation	\$1,600.00
4	Project Management, Webinars and Final Performance Report	\$3,600.00
5	System Maintenance	\$1,200.00

## APPENDIX C AMENDMENTS AND SPECIAL PROVISIONS

1. Section III. (Compensation), subparagraph B, is hereby amended as follows:

“B. The PROVIDER hereto agrees that any and all payments due from the COUNTY as required under the terms of this contract, are contingent upon the availability of the appropriated funds. The COUNTY will only approve work for which funds are available.”

2. Section V. (Covenants, Representations and Warranties), subparagraph B.7, is hereby amended as follows:

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

3. Section XII. (Indemnification and Hold Harmless), subparagraph A. the first sentence is hereby amended as follows:

“A. The PROVIDER shall indemnify and hold harmless the COUNTY and each of its officials, employees, and agents from suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, costs and expenses, resulting from.”

4. Section XII. (Indemnification and Hold Harmless), subparagraph B. is hereby amended as follows:

“B. If any claim is made against COUNTY which would give rise to a right of indemnification by COUNTY from PROVIDER, COUNTY will give notice thereof to PROVIDER. The COUNTY may permit the PROVIDER to assume the defense of any such claim, or any litigation resulting therefrom. If COUNTY consents to permit PROVIDER to assume defense, COUNTY may participate in such defense. Neither party will consent to entry of any judgment or enter into any settlement without the written consent on the other party, which consent will not unreasonably be withheld. The parties shall cooperate fully with each other and make available to COUNTY all pertinent information under its control.”

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

6. Section XIII. (Insurance), subparagraph C, is hereby amended as follows:

“C. Each policy and Certificate of Insurance shall contain: an endorsement naming the COUNTY as Additional Insured party thereunder; and a provision that at least ten (10)

calendar days advanced written notice will be provided to COUNTY if PROVIDER did not pay insurance premium."

7. Section XIII. (Insurance), subparagraph F., is hereby amended as follows:

"F. PROVIDER 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."

8. Section XX. (Audit), subparagraph C., is hereby amended as follows:

"C. If requested by COUNTY, 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."



**COUNTY OF LEHIGH, PENNSYLVANIA  
RESOLUTION NO. 2019 - 34  
SPONSORED BY COMMISSIONER OSBORNE  
REQUESTED DATE: APRIL 30, 2019**

---

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

---

**WHEREAS**, the intent of this resolution is to indicate the Board of Commissioners commitment to the "Phase One" Renovation of Cedarbrook Senior Care and Rehabilitation while identifying the other major financial issues currently facing the County of Lehigh; and

**WHEREAS**, the Fiscal Office's 2019 year-end projection shows a \$6.1 million structural deficit which represents 0.21 mills or 5.65% more than the current 3.64 mills; and

**WHEREAS**, the 2020-2024 Lehigh County Capital Plan will identify \$35 million of miscellaneous capital projects for financing, which represents 0.03 mills or 0.93% more than the current rate of 3.64 mills; and

**WHEREAS**, the "Phase One" Renovation of Cedarbrook Senior Care and Rehabilitation has a projected cost of \$47 million and its financing represents 0.05 mills or 1.25% more than the current rate of 3.64 mills; and

**WHEREAS**, a summary and comparison of the "Phase One" Renovation and the "CMS" Renovation are attached as Exhibit A.

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

1. The Lehigh County Board of Commissioners are committed to the "Phase One" Renovation of Cedarbrook Senior Care and Rehabilitation with a cost of \$47 million which represents 0.05 mills for financing the project.

2. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action as they may deem appropriate to carry out the purpose of this Resolution.

3. Any resolution or part of resolution conflicting with the provisions of this resolution is hereby repealed insofar as the same affects this resolution.

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

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

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

**Commissioners**

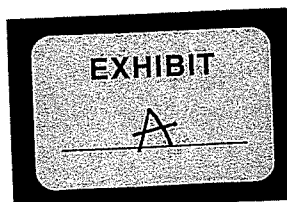
**AYE**

**NAY**

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

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

Cedarbrook Allentown Facility Upgrade Project Fact Sheet					
Specifics:	Phase One: Model (<= 2 Residents/Room)		CMS: Model (<= 2 Residents/Room)		
	Waiver Required (Y/N)		Waiver Required (Y/N)		
	N		N		
	Tollet/Room 51%		Tollet/Room 100%		
<b>Beds</b>					
Count Allentown	473		473		
Count Fountain Hill	197		197		
Count by Allentown Nursing Wing					
D-1: Therapy	0	N/A	0	N/A	
D-2: Standard - Dementia	34	N	34	Y	
D-3: Dementia	35	N	34	Y	
D-4: Dementia	41	N	34	Y	
D-5: Dementia	41	N	34	Y	
D-6: Dementia	41	N	34	Y	
D-7: Dementia	41	N	34	Y	
C-3: Standard	0	N/A	29	Y	
E-1: STC-Bariatric	60	Y	60	Y	
E-2: STC-Bariatric	60	Y	60	Y	
E-3: Standard	60	Y	60	Y	
E-4: Standard	60	Y	60	Y	
<b>Nursing Model</b>					
Nursing S&W Model (based on care plan)					
Annual Expense	\$	13,910,008	\$	14,687,510	
HPPD (hours/patient day)		3.35		3.48	
<b>Cost</b>					
Cost of Capital	\$	46,618,476	\$	69,779,244	
Cost of Finance (30 years @ 3.5%)	\$	28,978,361	\$	43,159,261	
Total Cost	\$	75,596,837	\$	112,938,505	
Annual Debt Service (Tight Wrap Around)	\$	1,350,000	\$	2,000,000	
Millage increase to pay debt service (\$108.0M)		1.3%		1.9%	
Millage increase to pay nursing exp (\$108.0M)		N/A		0.4% (Reoccurring Exp)	
Reoccurring Structural Exp (30 years @ 3%)	\$	-	\$	36,989,998	
<b>Payer Mix Opportunity</b>					
Opportunity (110-60 @ 80%= 32 beds)					
Revenue: 16 Beds @ Medicare (\$500/day)	\$	8,000	\$	8,000	
Expense: 16 Beds @ Medicare (\$175/day)	\$	2,800	\$	2,800	
Medicare Benefit to CBA	\$	5,200	\$	5,200	
Revenue: 16 Beds @ Private Pay (\$330/day)	\$	5,280	\$	5,280	
Expense: 16 Beds @ Private Pay (\$0/day)	\$	-	\$	-	
Private Pay Benefit to CBA	\$	5,280	\$	5,280	
Combined Daily Benefit to CBA	\$	10,480	\$	10,480	
Incremental Annualized Benefit to CBA	\$	3,825,200	\$	3,825,200	



**COUNTY OF LEHIGH, PENNSYLVANIA  
COMMISSIONERS BILL NO. 2019 – 10  
SPONSORED BY COMMISSIONERS HOLT, DOUGHERTY, NOTHSTEIN &  
OSBORNE  
REQUESTED DATE: APRIL 3, 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) permits the Board of Commissioners to adopt procedures which provide for the making of contracts; and

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

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

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

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

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

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

(1) Three (3) Commissioners, being the Chair of the Board, Chair of the Administrative/Human Resources Committee, and the Chair of the Finance Committee, or ~~their respective designees~~ others designated in their place by the Chair of the Board or by the Board as a whole; and

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

(B) The Committee shall work with the County's Broker of Record as selected by the County Executive, to solicit, review and recommend the health care plan to be used by the County for its employees. The recommendation shall be communicated in writing to the Board of Commissioners and the County Executive at least ~~four~~ three (3) months before the date by which the County Executive must present his or her budget for the following year to the Board during any year in which the current health care plan will expire. In other years, the Committee may consider and recommend changes to the health care plan then in effect if the health care plan contract expressly allows the County to seek such changes.

(C) No recommendation of the Committee shall bind the County, the Board or any County Official, to select the health care plan recommended

by the Committee, nor to enact any change in any existing Agreement. Recommendations and any other act of the Committee shall not constitute official acts. The County Executive shall present his or her proposed health care plan to the Board of Commissioners no later than June 15~~May 31~~.

(D) By ~~June 30~~June 15, the Board of Commissioners shall adopt by Resolution the Health Care Plan Agreement to be implemented upon the expiration of the current Agreement or adopt any change in any existing Agreement. If the Resolution is adopted by June 30, the County Executive shall include its cost for the upcoming year as a County obligation in his or her submitted budget. If no Resolution is so adopted, the County Executive may include in his or her submitted budget such plan, and the cost for the same, as he or she shall determine to be in the best interest of the County and its employees and retirees.

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

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

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

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

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

**Commissioners**

**AYE**

**NAY**

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

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

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

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

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



**COUNTY OF LEHIGH, PENNSYLVANIA  
COMMISSIONERS BILL NO. 2019 – 13  
SPONSORED BY COMMISSIONER HOLT  
REQUESTED DATE: MAY 1, 2019  
ORDINANCE 2019 - NO.**

---

**AMENDING ORDINANCE 1978 – NO. 123, THE LEHIGH COUNTY  
PERSONNEL CODE, TO INCLUDE A COMPENSATION POLICY**

---

**WHEREAS**, pursuant to Article IX of the Home Rule Charter, the Board of Commissioners adopted Ordinance 1978 – No. 123, a Personnel Code for all County employees; and

**WHEREAS**, it is the desire of the Board of Commissioners to amend Ordinance 1978 – No. 123 to include a compensation policy; and

**WHEREAS**, Ordinance approval is required to amend a previously enacted Ordinance.

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

1. The foregoing Whereas clauses are incorporated as if set forth in their entirety.
2. The Lehigh County Personnel Code is hereby amended as follows  
(additions bolded and underlined, deletions strikethrough) to replace merit principal 2 with  
a Lehigh County Compensation Policy:

...

2. ~~Providing equitable and adequate compensation.~~ Lehigh County

Compensation Policy.

A. Attract, motivate, and develop a high-quality, engaged, and productive workforce through a competitive total compensation system that is financially sustainable, equitable, flexible, and rewarding.

B. It is county policy to establish a compensation plan that:

1. Provides pay and benefits necessary for the county to recruit, select, and retain qualified employees;

2. Recognizes employee performance, growth, and development;

3. Maintains an appropriate internal relationship among classification and employees based on job responsibilities, qualifications, and authority, and that maintains parity between equivalent non-represented and represented positions, taking into consideration their entire respective compensation and benefit packages.

C. Key Objectives of Compensation System:

1. Achievable Progression:

a. Provides how an employee's compensation progresses from entry level forward.

b. Accommodates difference in management and non-management positions.

**2. Adaptable Structure:**

**a. Adjusts to market conditions.**

**b. Flexible enough to apply to all departments.**

**3. Equitable Practices:**

**a. Provide a framework of consistent compensation practices that are fair, equitable and free of discrimination.**

**b. Provide oversight that ensures consistency and accountability.**

**4. Understandable Framework:**

**a. Be transparent.**

**b. Maintain open communication with employees regarding their individual compensation.**

3. 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.

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

5. 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.

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

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

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

**Commissioners**

**AYE**

**NAY**

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

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

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

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

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