June 26

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

Cedarbrook 5:30 p.m. Public Hearing Rm

Res.2019-44: Approving a Professional Services Agreement with Lehigh Valley Physician Group for a Medical Director.

Res. 2019-45: Approving an Amendment to the Professional Services Agreement with AdvantageCare Rehabilitation, LLC.

Res.2019-46: Approving a Professional Services Agreement with Audiology Services, LLC.

Motion to Waive Notice Requirements for Affinity Health Services

Res.2019-47: Approving a Professional Services Agreement with Affinity Health Services, Inc.

Development 5:55 p.m. Public Hearing Rm

Bill 2019-20: Approving the Disbursal of Affordable Housing Trust Funds.

Administrative / Human Resources 6:05 p.m. Public Hearing Rm


Governance 6:20 p.m. Public Hearing Rm

Lehigh County Conservation District
William Royer and Arland Schantz
Reappointments
Terms expire 2022

Finance 6:30 p.m. Public Hearing Rm

Capital Plan Update

Audit of Lehigh County’s 2018 Financial Statements

Break between meetings 7:20 p.m. Public Hearing Rm
Board of Commissioners 7:30 p.m. Public Hearing Rm
Wednesday, June 26, 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 06/12/19
1.6 Citizens Input
1.7 Chair’s Review - Update from the Lehigh Valley Zoo

2. Appointments

2.1 Aging & Adult Services Advisory Board - Appointment - Rev Gus Al-Khal - Term expires 12/31/22
2.2 Lehigh County Authority - Appointment - Amir Famili - Term expires 12/31/23
2.3 Mental Health / Intellectual Disabilities Board - Appointment - Janet Verga - Term expires 12/31/22
2.4 Assistant Administrator of Cedarbrook Senior Care and Rehab: Fountain Hill - Appointment - Michelle Julian
2.5 Director of Nursing for Cedarbrook Senior Care and Rehab - Appointment - Teresa Samuels
2.6 Supervisory Accountant for Cedarbrook Senior Care and Rehab - Appointment - David Crook

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

3.1 Bill 2019-18: Approving an Amendment to the Articles of Incorporation for the Lehigh County Authority to Extend the Authority’s Term of Existence for a Period of Forty-Three Years from Approval by the Department of State. (Sponsored by Commissioners Brace & Osborne)

3.2 Bill 2019-19: Approving CDBG Subrecipient Grants and Re-Allocation of Funding. (Sponsored by Commissioner Brace)

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

4.1 Motion to Accept the Independent Auditor’s Report on Lehigh County’s 2018 Audited Financial Statements

4.3 Res. 2019-43: Approving a Professional Services Agreement with Computer Aid, Inc. (Sponsored by Commissioner Holt)
4.4 Res.2019-44: Approving a Professional Services Agreement with Lehigh Valley Physician Group for a Medical Director. (Sponsored by Commissioner Hartzell)

4.5 Res. 2019-45: Approving an Amendment to the Professional Services Agreement with AdvantageCare Rehabilitation, LLC. (Sponsored by Commissioner Hartzell)

4.6 Res.2019-46: Approving a Professional Services Agreement with Audiology Services, LLC. (Sponsored by Commissioner Hartzell)

4.7 Motion to Waive Contract Notice Requirements - Affinity Health Services  

4.8 Res.2019-47: Approving a Professional Services Agreement with Affinity Health Services, Inc. (Sponsored by Commissioner Hartzell)

4.9 Bill 2019-20: Approving the Disbursal of Affordable Housing Trust Funds (Sponsored by Commissioner Brace)

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
Motion for June 26, 2019 Board Meeting

I move that the Board accept the Independent Auditor’s Report on Lehigh County’s Financial Statements for the year ended December 31, 2018, as prepared by RKL and presented to the Finance Committee and the Board of Commissioners on June 26, 2019.
COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION NO. 2019-43
SPONSORED BY COMMISSIONER HOLT
REQUESTED DATE: JUNE 12, 2019

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
COMPUTER AID, INC.

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

WHEREAS, the Department of Administration requests that the County of Lehigh enter into an agreement with Computer Aid, Inc. to provide Information Technology Management Services.

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

1. The proposed agreement for professional services with Computer Aid, 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:

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ATTEST: __________________________________________
Clerk to the Board of Commissioners
COUNTY OF LEHIGH

CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: To provide Information Technology Management Services.

AWARDED TO: Computer Aid, Inc.

Federal ID: 23-2180878
Telephone: (610) 530.5010
Fax: (610) 530.5296

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. 3
V. Covenants, Representations and Warranties .................................p. 3
VI. Taxes ............................................................................................p. 6
VII. Undue Influence ..........................................................................p. 6
VIII. Conflict of Interest ......................................................................p. 7
IX. Breach of Contract .......................................................................p. 7
X. Confidentiality ..............................................................................p. 7
XI. Non-Discrimination Clause ..........................................................p. 8
XII. Indemnification and Hold Harmless ..........................................p. 8
XIII. Insurance ..................................................................................p. 9
XIV. Independent Contractor .............................................................p. 11
XV. Modification ..............................................................................p. 11
XVI. Report ......................................................................................p. 12
XVII. Notices ....................................................................................p. 12
XVIII. Pennsylvania Certification ......................................................p. 12
XIX. Professionalism .........................................................................p. 13
XX. Audit ..........................................................................................p. 13
XXI. Provider Responsibility Provisions ..........................................p. 13
XXII. Confidential Information ........................................................p. 14
XXIII. Right-to-Know ........................................................................p. 14
XXIV. Interpretation ..........................................................................p. 16
XXV. Governing Law .........................................................................p. 16
XXVI. Severability ............................................................................p. 16
XXVII. Entire Contract .......................................................................p. 17
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 COMPUTER AID, INC., with a mailing address of 1390 Ridgeview Drive, Allentown, PA 18104, (Federal Identification Number: 23-2180878), 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: information technology management services per the Request for Proposals #19-013.

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: July 1, 2019
   Termination Date: June 30, 2021

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

D. This contract may be extended for TWO (2) additional term(s) of one (1) year (each) 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 31st 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.


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

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

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

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

5. The PROVIDER agrees that no employee, board member, or representative of the PROVIDER, either personally, or through an agent, shall solicit the referral of clients to any facility in a manner, which offers or implies an offer of rebate to persons referring clients or other fee-splitting inducements. This applies to consents of fee schedules, billing methods, or personal solicitation. No person or entity involved in the referral of clients may receive payment or other inducement by a facility or its representatives. The PROVIDER shall substantially include the language of this Paragraph in each subcontract under this Contract.
6. The PROVIDER agrees that all experimentation with human subjects involving physical or mental risk to those subjects shall be prohibited without the prior written approval of the Secretary of the Department of Health, subject to all applicable laws, statutes and regulations, and voluntary, informed consent of the subject in writing. If the subject is a minor, or incompetent, a voluntary, informed consent of his/her parents or legal guardian shall be required.

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

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, 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.


   $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:**
Computer Aid, Inc.
Attn: Contract Management
1390 Ridgeview Drive
Allentown, PA 18104
Phone: (610) 530.5010
Fax: (610) 530.5296

**WITH A COPY TO:**
Computer Aid, Inc.
Attn: John Russo, Advisory Account Exec.
1390 Ridgeview Drive
Allentown, PA 18104
Phone: (610) 530.5003
Fax: (610) 530.5296

**COUNTY:**
County of Lehigh
Attn: Ed Hozza, Director of Administration
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
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
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)

COMPUTER AID, INC.

4/26/2019
Date

CHIEF FINANCIAL OFFICER

COUNTY OF LEHIGH
(affix seal)

Witness

PHILLIPS M. ARMSTRONG
COUNTY EXECUTIVE

Date
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.
APPENDIX A
SCOPE OF SERVICES

The PROVIDER shall provide Information Technology Management Services as more fully described in Section 4.0 - Scope of Work and Section 5.0 - Conforming Work of the Request for Proposals #19-013 dated February 20, 2019, addendum #1 dated March 11, 2019 and addendum #2 dated March 13, 2019. A copy of these sections are attached hereto, made a part hereof and marked Exhibit “1 to Appendix A”.

Further the PROVIDER agrees to comply with and be bound by all the other requirements of the Request for Proposals #19-013 and its Addendums #1 and #2, all of which are incorporated herein by reference.
APPENDIX B
COMPENSATION

The PROVIDER shall be compensated for Information Technology Management Services as set forth in Appendix A according to the following price schedule:

100% level for the firm fixed fee two (2) year fee:

- July 1, 2019 – June 30, 2020
  Payable in equal monthly installments of $35,415.00
  $424,980.00

- July 1, 2020 – June 30, 2021
  Payable in equal monthly installments of $36,480.00
  $437,760.00

PROVIDER must submit an invoice to the COUNTY for the monthly billing. Payment to the PROVIDER will be made within thirty (30) days of receipt of the invoice.

EXPENSES/TRAINING

There is no travel and living expenses associated with PROVIDER commuting to and from their homes, the COUNTY, or Computer Aid, Inc. locations.

Any travel needed by PROVIDER to perform their duties will be reimbursed at cost according to COUNTY’s expense policy. This could include travel between COUNTY locations and other locations to include but not be limited to: the state capital, townships, conferences, other county governments and vendor locations (including PROVIDER if applicable).

Any travel, course or conference fees, and related expense associated with general or professional development training attended by PROVIDER are the responsibility of PROVIDER. Attendance at such training shall be at the sole discretion of PROVIDER. Any travel, course or conference fees, and related expense associated with training attended by PROVIDER that is specific to COUNTY systems and functions and limited to venues located with the Commonwealth of Pennsylvania, shall be the responsibility of the COUNTY. Attendance at such training whether suggested by the COUNTY or PROVIDER must be approved by the County’s Director of Administration in writing in advance of registration or attendance. Emails will satisfy the written approval requirement.

PROVIDER will pay for COUNTY parking facility permits for the assigned staff for cost of the permits that the COUNTY would normally incur.
APPENDIX C
AMENDMENTS AND SPECIAL PROVISIONS

1. The provisions of the RFP #19-013 dated February 20, 2019, and addendums #1 dated March 11, 2019 and #2, dated March 13, 2019 are incorporated herein by reference. In the event of a conflict between the terms of this agreement, the RFP and addendums #1 and #2 to the RFP, and the PROVIDER’s response to the RFP, the conflict shall be resolved by the following order of preference: this agreement, the RFP and addendums #1 #2 to the RFP and PROVIDER’s response to the RFP.

2. Section XII. (Indemnification and Hold Harmless), subparagraph A and A.1 are amended as follows:

   "A. The PROVIDER shall indemnify and hold harmless the COUNTY and each of its officials, employees, and agents from any and all third party 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. Personal injury or property damage caused by the negligence of PROVIDER;"

3. Section XII. (Indemnification and Hold Harmless), subparagraph B is 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 shall 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. COUNTY may participate in such defense at its sole cost. 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.

4. Section XII. (Indemnification and Hold Harmless), is amended to include the addition of subparagraph D as follows:

   "D. In no event shall either party’s aggregate liability hereunder (including attorney's fees), based on any theory of liability or cause of action, exceed the greater of (i) the total amount of fees paid by COUNTY to PROVIDER under this agreement; or (ii) the amount of applicable insurance coverage (i.e. insurance coverage that covers the claim) carried by

20
PROVIDER. Notwithstanding anything in this agreement to the contrary, in no event shall either party be liable for any indirect, special, punitive, incidental, exemplary or consequential damages, including but not limited to lost profits, savings or revenue, even if advised of the possibility of such damages and regardless of the form in which any action is brought.”
4.0 **Scope of Work**

4.1 **Provide Executive Mentoring** – Developing and mentoring of the County team leaders in all aspects of IT management. The contracted senior managers will keep the County team leaders apprised of all executive interactions and include them in same, as appropriate. **The ultimate goal is to develop the County employed staff to the point where they are self-sufficient and only in need of outside consulting assistance on a project by project basis.**

4.2 **Legacy Application Migration** – This involves working with internal team leaders and project managers to plan, prioritize and execute the migration of all applications currently on our HP OpenVMS platform. The destination for these applications will likely vary among in-house developed solutions, third-party solutions and state-mandated solutions. The application migrations include, but are not limited to the following systems:

4.2.1 Assessment / CAMA  
4.2.2 District Attorney  
4.2.3 Fiscal  
4.2.4 Human Resources  
4.2.5 Human Services  
4.2.6 Prison  
4.2.7 Purchasing  
4.2.8 Tax Claims  
4.2.9 Nursing Homes

4.3 **Maintain Current Operations** - This involves working with existing team leaders and project managers to ensure that current operations continue at the existing services levels and functionality. This will include such things as:

4.3.1 Managing shift coverage and changes.
4.3.2 Reviewing operational reports and status and Initiating actions as needed.
4.3.3 Resolving escalated problems.
4.3.4 Assisting in work prioritization and manage workloads.
4.3.5 Managing and counseling the existing team leaders and project leaders.
4.3.6 Other operation management as needed.

4.4 **Provide IT Executive Management** - This effort involves managing the overall County Information Technology staff. The work would entail the work typically performed by a Director of IT or Chief Information Officer (CIO) position. This work includes:

4.4.1 Setting direction and vision of the staff and technology.
4.4.2 Developing and managing overall budgets and staffing levels.
4.4.3 Overseeing, managing, and mentoring managers, team leads and staff.
4.4.4 Coordinating IT efforts with County leadership.
4.4.5 Ability to clearly communicate complex technology in a simplified manner that is understandable to all levels of technical expertise.

4.5 **Provide Application Development and Support Management** - This effort involves managing the County Application Development and Support Staff. This work will include, but is not limited to:

4.5.1 Experience managing structured programming development as well as object-oriented programming.
4.5.2 Facilitate discussions with County leadership to identify potential initiatives and business cases for software improvements or replacements.
4.5.3 Develop a strategy to train or, modify, or acquire County software support staffing levels and personnel to adequately transition and support software changes.

4.5.4 Manage the day to day software support requirements by managing IT software support team leads.

4.6 **Provide Network and Infrastructure Management** - This effort involves managing the County Staff network, PC and Server Support. This work will include, but is not limited to:

4.6.1 Manage the day to day PC, network and server requirements by managing the existing support team lead and personnel.

4.6.2 Continue the refinement of the infrastructure upgrades implemented in the last 18 months.

4.6.3 Identify and prioritize cost effective improvements to the infrastructure.

4.7 **Provide Telephone and Voicemail System Management** - This effort involves configuration and management of the current Mitel Voice over IP Solution. This work will include, but is not limited to:

4.7.1 Manage the day to day Mitel Telephone and Voicemail System.

4.7.2 Continue migration of any remaining old legacy systems in existing County facilities.

4.7.3 Manage and configure new telephone systems at any new County facilities.

4.7.4 Train existing County users of new features and functions of the telephone system, including iPhone and Android applications for the system.

4.7.5 Manage telecommunications vendor contracts to ensure the County is receiving the lowest telecommunications charges.

4.8 **Staffing** – The successful firm shall include in their submission a listing of staff positions they deem appropriate to fulfill the obligations of this contract. Said listing shall include the position name(s) and description(s), whether it's full-time or part-time and the name(s)/resume(s) of the individual(s) anticipated for the assignment.

4.9 **Lehigh County Responsibilities:**

4.9.1 Provide a suitable place for the successful firm’s personnel to work on-site at the county facilities.

4.9.2 Provide and assist in communicating the objectives and arrangements of this effort to the County IT employees.

4.9.3 Provide access to functional executive that will assist in identifying initiatives.

4.9.4 Provide access to the Lehigh County parking facility for two (2) assigned persons.

4.10 **Assumptions:**

4.10.1 The successful firm will provide support for the current operations at existing service levels and functionality.

4.10.2 The existing County IT staff will continue to perform their current duties, projects and assignments.
4.10.3 The primary work location is the Lehigh County Government Center.

5.0 Conforming Work

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

6.0 Performance Standards

6.1 All services to be performed under this ensuing contract shall be performed in the most cost effective manner, in achieving the objectives of the County.

7.0 Term of Contract

7.1 Contract shall be for a two (2) year period, without provision for increases, commencing July 1, 2019.

7.2 The County of Lehigh reserves the right to extend the contract period for two (2) additional one (1) year periods under the same terms and conditions, in the event the successful proposer agrees to hold the then prevailing fixed annual price, or as otherwise listed in Item 10.2.2. Said renewal(s) shall be confirmed in writing, between the parties and subject to the approval of the Lehigh County Board of Commissioners.

8.0 Termination of Contract

8.1 The County of Lehigh reserves the right to terminate the contract at any time, with 30 days prior written notice. Contract termination may be initiated by the County:

8.1.1 For convenience, or

8.1.2 If not satisfied with the quality of service provided, or

8.1.3 If the Provider fails to fulfill any of the conditions of these "Specifications"

8.2 In the event of termination for cause or convenience, Provider shall

8.2.1 Only be entitled to payment for services performed. No payment will be made for either unperformed services or profit.

8.2.2 Fully cooperate and provide transition or closeout services to the extent required by County for compensation per the hourly billing rate schedule included in Provider’s proposal.

9.0 Qualifications & Experience

The following are required characteristics for a services contract to manage the Lehigh County IT organization. The specified team a respondent plans to assign shall possess experience/knowledge in the following areas:

9.1 Public Sector Experience

9.1.1 Experience managing an IT organization of similar size and scope, preferable a Pennsylvania County. Lehigh County is a Class 3 County serving more than 350,000 residents with over 2050 employees and various external public and private entities.

9.1.2 Experience with County:

9.1.2.1 Assessment and Property Taxes
ADDENDUM #1

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

✓ Following are the responses to all questions raised before the 4:00 P.M., March 6, 2019 cutoff. The questions submitted are listed, with the respective answers below:

1. Has the current vendor been invited to respond to this bid?
   ➢ Yes.

2. In Section 2.0 it appears that the county is currently contracting for 3 positions, but is looking to contract with a firm providing 2 positions (CIO, Computing and Network Infrastructure Manager), thus eliminating one. Are the positions listed those which we would be expected to fulfill for this RFP?
   ➢ Yes.

3. In Section 4.7 unlike other areas there is no mention of existing county staff working with the technology. Would we be responsible for the entirety of the Telephone and Voicemail System Management and Support (i.e. hands on technical configuration, break fix, troubleshooting)?
   ➢ Yes, with assistance from Lehigh County Staff.

4. While the county is currently contracting to fulfill the 3 senior leadership positions, is the incumbent provider utilizing more than 3 people to provide the services?
   ➢ No.

5. In section 4.10, and in section 10.2 what are the current existing service levels and functionality? How is the management service level determined for the percentage reductions mentioned in Scenario #2?
   ➢ At the discretion of the Administration of Lehigh County.

6. What are the hours of operation for the county IT staff? What are the expected hours of operation of the IT Infrastructure?
   ➢ 8:00 A.M. to 4:30 P.M. staff have on-call requirements 24/7/365.

7. What are the expected hours for the two positions for this RFP?
   ➢ 8:00 A.M. to 4:30 P.M. Monday thru Friday, on call 24/7/365.

8. What is the current spend for the 3 positions? Can you have a breakdown of each of the three positions?
   ➢ We do not have that information from our incumbent provider.

9. What was the county's total IT spend for 2018?
   ➢ $5.1 Million.

10. Does the county have a current strategic plan for IT? If so, through what year?
    ➢ Yes, thru 2022.

11. Why is there a desire/need to reduce from the 3 positions to the 2 (eg. Budget constraints or Part of strategic plan, or workload reduction)?
    ➢ As noted in item 4.1 of the RFP - "The ultimate goal is to develop the County employed staff to the point where they are self-sufficient and only in need of outside consulting assistance on a project by project basis."

12. In section 10.5 what is the cost of parking for the County Parking Facility?
    ➢ $10 per month.

13. In Section 19.0 it gives the factors for the award, but not the weight of each factor, can you provide the weights for each factor?
    ➢ It is normal County practice to not release any assigned weights.
The provisions of this Addendum No. 1 shall take precedence over the original "Request for Proposals", wherever they may conflict; the intention being to alter said specifications as noted.

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

LEHIGH COUNTY EXECUTIVE

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

DATED: March 11, 2019
ADDENDUM #2

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

✓ The County has chosen to provide further clarification on Question #5 answered in Addendum #1:

  Question #5 - In section 4.10, and in section 10.2 what are the current existing service levels and functionality? How is the management service level determined for the percentage reductions mentioned in Scenario #2?

    ➢ Original Response: At the discretion of the Administration of Lehigh County.
    ➢ Additional Information: The current and proposed service levels per position are:
      Current – CIO 100%, Network Manager 100%
      Year 1 – CIO 100%, Network Manager 100%
      Year 2 – CIO 100%, Network Manager reduced to 33.3%
      Year 3 – CIO reduced to 66.7%, Network Manager 0%
      Year 4 – CIO reduced to 66.7%, Network Manager 0%

✓ The County has chosen to provide further clarification on Question #8 answered in Addendum #1:

  Question #8 - What is the current spend for the 3 positions? Can you have a breakdown of each of the three positions?

    ➢ Original response: We do not have that information from our incumbent provider.
    ➢ Additional Information: The County currently pays $52,250.00/month for the current compliment of three (3) senior leadership positions.

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

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

LEHIGH COUNTY EXECUTIVE

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

DATED: March 13, 2019
COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION NO. 2019 - 44
SPONSORED BY COMMISSIONER HARTZELL
REQUESTED DATE: JUNE 11, 2019

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LEHIGH VALLEY PHYSICIAN GROUP FOR A MEDICAL DIRECTOR

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

WHEREAS, Cedarbrook Senior Care and Rehabilitation requests that the County of Lehigh enter into an agreement with Lehigh Valley Physician Group to provide one of its physicians, acceptable to County as Medical Director for Cedarbrook Senior Care and Rehabilitation – Allentown.

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 Lehigh Valley Physician Group, 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:

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ATTEST:

Clerk to the Board of Commissioners
COUNTY OF LEHIGH
CEDARBROOK SENIOR CARE AND REHABILITATION

Medical Director for Cedarbrook Senior Care and Rehabilitation - Allentown

THIS AGREEMENT, made this 1st day of July , 2019, by and between

COUNTY OF LEHIGH, a Home Rule County of the Third Class, with offices at 17 South Seventh Street, Allentown, Lehigh County, Pennsylvania 18101-2400, (hereinafter referred to as "COUNTY"), and LEHIGH VALLEY PHYSICIAN GROUP, a Pennsylvania corporation with offices at 17th & Chew Streets, P.O. Box 7017, Allentown, Lehigh County, Pennsylvania, 18105, (hereinafter referred to as "LVPG").

WHEREAS, COUNTY is the owner and operator of a long term care facility known as Cedarbrook Senior Care and Rehabilitation, with facilities at 350 S. Cedarbrook Road, Allentown, Pennsylvania 18104 and 724 Delaware Avenue, Fountain Hill, Pennsylvania 18015. This Agreement relates solely to the Allentown facility (hereinafter referred to as Cedarbrook - Allentown); and

WHEREAS, Cedarbrook - Allentown desires to retain LVPG to provide one of its physicians, acceptable to COUNTY as Medical Director for Cedarbrook - Allentown; and

WHEREAS, LVPG desires to provide such services.

NOW, THEREFORE, the parties mutually agree as follows:

1. Engagement. COUNTY hereby engages LVPG to provide a physician to serve as Medical Director of Cedarbrook - Allentown and agrees that such Medical Director shall provide the services set forth in Exhibit A attached hereto and made a part of this Agreement upon the terms and conditions hereinafter stated, and LVPG hereby accepts such engagement and agrees
that the physician selected shall perform such services diligently, competently and to the best of his/her professional ability. LVPG and COUNTY have agreed that Catherine Gruer, M.D. shall provide Medical Director services under this Agreement. In the event Dr. Catherine Gruer is unwilling or unable to perform these services and COUNTY and LVPG cannot agree on a substitute physician within thirty (30) days from the date notice is given Dr. Catherine Gruer or any subsequent Medical Director can no longer perform or is unwilling or unable to perform such services, this Agreement shall terminate and Cedarbrook - Allentown shall select and appoint a Medical Director without reference to this Agreement.

2. **Performance of Services.** LVPG shall provide professional services to the residents of Cedarbrook - Allentown at such times as shall be mutually agreed by the parties. In performing the services under this Agreement, LVPG and its physicians providing services under this Agreement shall comply with all federal and state laws, rules and regulations and all rules, regulations and policies of the County of Lehigh and Cedarbrook.

3. **Compensation.** LVPG shall receive no compensation of any kind from the COUNTY or Cedarbrook for providing services under this Agreement.

4. **Independent Contractor.**

   A. LVPG is deemed an Independent Contractor and shall not during the term of this Agreement assign, subcontract, transfer, or otherwise delegate all or part of its obligations or responsibilities without prior written approval of the COUNTY. No relationship of employer-employee is intended nor created by this Agreement, it being understood that LVPG shall render
services to the COUNTY on an independent contractor basis. LVPG 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. LVPG expressly agrees and acknowledges that the COUNTY will deduct no employment taxes from any compensation paid to LVPG and that LVPG will be responsible for the payment of all taxes whatsoever in connection with any compensation received from the COUNTY.

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

5. Insurance.

A. LVPG shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this Agreement, insurance in the types and limits specified below. In addition to the insurance coverage and limits specified herein, LVPG 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 LVPG is a Medical Professional, LVPG shall ensure that all conditions are met for eligibility for MCARE Fund coverage.
c. Coverage for occurrences happening during the performance of services required under this Agreement shall be maintained in full force and effect under the policy. The policy shall include a “tail coverage” if a one or two year period of exposure exists.

2. General Liability Insurance.

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

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

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

a. Limits of Liability: Statutory Limits.

b. Other States’ coverage and Pennsylvania endorsement.

4. Automobile Liability Insurance.

a. Limit of Liability $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
b. Coverage: Owner, non-owned and hired vehicles.

c. LVPG 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.


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

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

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

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

6. **Indemnification.** LVPG shall bear full responsibility and risk for all services performed by its physicians under this Agreement, and agrees to indemnify and hold the COUNTY and Cedarbrook harmless from and against all claims asserted against either party on account of all services performed by LVPG to the extent such damages are caused solely by the actions of LVPG physicians providing services under the Agreement. In order to receive the indemnification, COUNTY must timely notify LVPG of any actions that trigger the obligation to indemnify and cooperate in good faith in the defense of any action where indemnification is sought. LVPG shall have the right to control the defense, select counsel and settle any matter in which the obligation to indemnify applies.

7. **Taxes.**

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

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

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

9. **Term.** This Agreement shall continue in full force and effect for a term of one (1) year, from July 1, 2019 to June 30, 2020, unless sooner terminated as set forth in paragraph 10. This Agreement shall be automatically renewed for three (3) successive one (1) year terms thereafter unless either party serves written notice to the other of its intent to terminate the Agreement at least ninety (90) days prior to the end of the initial term or any one year extended term.

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

   The Agreement may be terminated by the COUNTY at any time for any of the following reasons, upon forty-eight (48) hour notice to LVPG.

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

   b. The abuse or dependency of or upon any "controlled substance" as that term is

c. Willful and material breach, or gross neglect, by LVPG of any of its duties or obligations;

d. Breach of fiduciary duty involving personal profit;

e. Conviction of a felony;

f. Gross incompetence;

g. Loss by LVPG of insurance coverage against claims for professional liability.

h. The suspension or revocation of LVPG’s license to practice medicine in the Commonwealth of Pennsylvania, for any reason if COUNTY and LVPG are unable to agree upon a replacement physician;

i. Termination, revocation or suspension of Medical Director’s privileges at any Hospital, managed care organization or at Cedarbrook - Allentown;

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

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

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

12. **Right-To-Know.**

A. LVPG 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 LVPG’s assistance in any matter arising out of the RTKL related to this Agreement, COUNTY shall notify LVPG using the legal contact information provided in this Agreement. LVPG, 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 LVPG’s assistance in responding to a request under the RTKL for information related to this Agreement that may be in LVPG’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), LVPG 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 LVPG’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 LVPG 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 LVPG considers exempt from production under the RTKL, LVPG must notify the COUNTY and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of LVPG explaining why the requested material is exempt from public disclosure under the RTKL.

E. The COUNTY will rely upon the written statement from LVPG 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, LVPG shall
provide the Requested Information within five (5) business days of receipt of written notification of the COUNTY's determination.

F. If LVPG fails to provide the Requested Information within the time period required by these provisions, LVPG 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 LVPG's failure, including any statutory damages assessed against the COUNTY.

G. The COUNTY will reimburse LVPG 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. LVPG 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, LVPG 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 LVPG's actions, including any statutory damages assessed against the COUNTY, regardless of the outcome of such legal challenge. As between the parties, LVPG 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. LVPG 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. LVPG’s duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as LVPG has Requested Information in its possession.

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

14. **Non-Discrimination Clause.**

In carrying out the terms of this Agreement, both parties agree not to discriminate against any employee or client or other person on account of race, color, religion, gender, national origin, age, marital status, political affiliation, sexual orientation, gender identity or expression, or physical or mental disabilities as set forth in the Americans With Disabilities Act of 1990. LVPG 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 LVPG enters into to perform the scope of this Agreement.

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

16. **Assignment.** This Agreement may not be assigned or transferred by LVPG or COUNTY without the prior written consent of the other party.

17. **Miscellaneous Provisions.**

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

   Until the expiration of seven (7) years after the furnishing of services pursuant to this Agreement, LVPG shall make available, upon written request of the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, this Agreement, and books, documents and records of LVPG that are necessary to verify the nature and extent of costs incurred by LVPG under this Agreement.

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

B. This agreement shall not exempt the Medical Director from applying for Medical Staff privileges at Cedarbrook-Allentown and from maintaining such privileges during the time this agreement is in effect.

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

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

<table>
<thead>
<tr>
<th>Provider</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lehigh Valley Physician Group</td>
<td>Jason Cumello, NHA</td>
</tr>
<tr>
<td>Attn: Catherine Gruer, M.D.</td>
<td>Cedarbrook Senior Care and</td>
</tr>
<tr>
<td>17th &amp; Chew Streets, P.O. Box</td>
<td>Rehab.</td>
</tr>
<tr>
<td>7017</td>
<td>350 S. Cedarbrook Road</td>
</tr>
<tr>
<td>Allentown, PA 18105</td>
<td>Allentown, PA 18104</td>
</tr>
<tr>
<td>Tel: 610-969-3390</td>
<td>Tel: 610-336-5610</td>
</tr>
<tr>
<td>Fax: 610-969-3393</td>
<td>Fax: 610-867-2332</td>
</tr>
</tbody>
</table>

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

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

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

WITNESS:

COUNTY OF LEHIGH

BY: ____________________________
    Phillips M. Armstrong,
    County Executive

WITNESS:

LEHIGH VALLEY PHYSICIAN GROUP

BY: ____________________________
    ____________________________
    Print Name/Tide
    CHAIR, DEPARTMENT OF
    MEDICINE
EXHIBIT A

DUTIES OF MEDICAL DIRECTOR OF CEDARBROOK SENIOR CARE AND REHABILITATION - ALLENTOWN

Physician as Medical Director of Cedarbrook - Allentown shall perform the following services:

1. Implementation of resident care policies and coordination of the medical care in Cedarbrook - Allentown to assist Cedarbrook - Allentown in ensuring the adequacy and appropriateness of medical services provided to the residents;

2. Coordinate the care of residents provided by attending physicians and assisting to aid Cedarbrook in ensuring compliance with Cedarbrook - Allentown’s bylaws and rules and regulations and assisting Cedarbrook - Allentown in the taking of steps necessary to correct any non-compliance;

3. Review incidents and accidents that occur on the premises and provide assistance in addressing the health and safety hazards of Cedarbrook - Allentown;

4. Provide input in the development of written medical by-laws, rules and regulations which are approved by the governing body of Cedarbrook – Allentown, and include delineation of the responsibilities of the attending physician and the physician extenders;

5. Participate with the professional staff of Cedarbrook - Allentown in the development of other institutional medical policies, rules and regulations to govern the nursing care and related medical and other health services provided;

6. Participate as necessary or mandated by regulations on committees at Cedarbrook - Allentown such as Quality Assurance Process Improvement (QAPI), Pharmaceutical Services, Infection Control, Patient Care and Physician Meetings;

7. Employ methods to keep the quality of care under constant surveillance;

8. Periodically evaluate the adequacy and appropriateness of professional and supportive staff services and make recommendations for improvements to Cedarbrook;
9. Execute patient care policies as they relate to the residents' total plan of care;

10. Participate in in-service training programs which pertain to medical care; and,

11. Directs resident care in the absence of the attending physician.
EXHIBIT B
AMENDMENTS AND SPECIAL PROVISIONS

1. Paragraph 5. (Insurance), subparagraph A.4, (Automobile Liability Insurance), is hereby waived.
COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION NO. 2019 - 45
SPONSORED BY COMMISSIONER HARTZELL
REQUESTED DATE: JUNE 17, 2019

APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ADVANTAGECARE REHABILITATION, 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, Cedarbrook Senior Care and Rehabilitation requests that the County of Lehigh (County) enter into an amended agreement with AdvantageCare Rehabilitation, LLC, to provide rehabilitation services (occupational, physical and speech therapy) for the residents of Cedarbrook Senior Care and Rehabilitation.

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

1. The proposed amendment to the agreement for professional services with AdvantageCare Rehabilitation, 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:

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<tr>
<th>Commissioners</th>
<th>AYE</th>
<th>NAY</th>
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<tbody>
<tr>
<td>Geoff Brace</td>
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<td>Nathan Brown</td>
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<td>Percy H. Dougherty</td>
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<td>Marc Grammes</td>
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<td>Dan Hartzell</td>
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<td>Amanda Holt</td>
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<td>Brad Osborne</td>
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<td>Amy Zanelli</td>
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ATTEST:

______________________________
Clerk to the Board of Commissioners
COUNTY OF LEHIGH

AMENDMENT OF

CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: To provide rehabilitation services (occupational, physical and speech therapy) for the residents of Cedarbrook Senior Care and Rehabilitation.

AWARDED TO: AdvantageCare Rehabilitation, LLC

BEGINNING DATE OF ORIGINAL CONTRACT: January 1, 2018

Federal ID: 05-0583969
Telephone: (412) 440-0142
Fax: (412) 440-0143
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 ADVANTAGECARE REHABILITATION, LLC., with a mailing address of 5035 Clairton Blvd, Pittsburgh, PA 15236, (Federal Identification Number: 05-0583969), hereinafter referred to as the PROVIDER.

WITNESSETH,

WHEREAS, COUNTY and PROVIDER entered into an Agreement with a beginning date of January 1, 2018 and under which PROVIDER agreed to provide rehabilitation services (Occupational, Physical and Speech Therapy) for the residents of Cedarbrook Senior Care and Rehabilitation; 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. Appendix B (Compensation), shall be amended as follows:

   "In July 2018, CMS finalized a new case-mix classification model, the Patient Driven Payment Model (PDPM), that, effective beginning October 1, 2019, will be used under the Skilled Nursing Facility (SNF) Prospective Payment System (PPS) for classifying SNF patients in a covered Medicare Part A stay. As such, effective 10/1/19 the prior Medicare A Price Proposal under Exhibit 1 of Appendix B of the original contract will be required to change with the elimination of the Medicare RUGS system. Effective 10/1/19, the new pricing for each resident on Medicare A services is 13.81% of the total PDPM rate incorporating all 6 PDPM components, which include PT, OT, SLP, Nursing, NTA and Non-Case Mix. Advantage Care Rehabilitation will continue to provide appropriate medically necessary PT,OT, and ST services to the residents of Cedarbrook."

3. 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”).

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’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.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the parties hereto have executed the within agreement by their officials hereunto duly authorized;

**PROVIDER**
(affix seal)

**ADVANTAGECARE REHABILITATION, LLC**

Witness: ____________________________  
Date: ________________________________

By: ________________________________  
Print Name: __________________________

Title of Signing Official: __________________________

**COUNTY OF LEHIGH**
(affix seal)

Witness: ____________________________  
Date: ________________________________

By: ________________________________  
PHILLIPS M. ARMSTRONG  
COUNTY EXECUTIVE
COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION NO. 2019 - 46
SPONSORED BY COMMISSIONER HARTZELL
REQUESTED DATE: JUNE 11, 2019

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
AUDIOLOGY SERVICES, 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, Cedarbrook Senior Care and Rehabilitation requests that the County of Lehigh enter into an agreement with Audiology Services, LLC to provide on-site audiology services to the residents of Cedarbrook Senior Care and Rehabilitation.

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

1. The proposed agreement for professional services with Audiology Services, 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:

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<th>Commissioners</th>
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<th>NAY</th>
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<td>Amy Zanelli</td>
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</tbody>
</table>

ATTEST: ___________________________________________

Clerk to the Board of Commissioners
COUNTY OF LEHIGH

CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: On-site audiology services to the residents of Cedarbrook Senior Care and Rehabilitation.

AWARDED TO: Audiology Services, LLC

Federal ID: 20-1215603
Telephone: (610) 694.0141
Fax: (610) 317.8483

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. 3
V. Covenants, Representations and Warranties..............................p. 3
VI. Taxes.................................................................................p. 6
VII. Undue Influence .................................................................p. 6
VIII. Conflict of Interest............................................................p. 7
IX. Breach of Contract..............................................................p. 7
X. Confidentiality ......................................................................p. 7
XI. Non-Discrimination Clause..................................................p. 8
XII. Indemnification and Hold Harmless......................................p. 8
XIII. Insurance..........................................................................p. 9
XIV. Independent Contractor.....................................................p. 11
XV. Modification ......................................................................p. 11
XVI. Report ..............................................................................p. 12
XVII. Notices ............................................................................p. 12
XVIII. Pennsylvania Certification...............................................p. 12
XIX. Professionalism.................................................................p. 13
XX. Audit ...................................................................................p. 13
XXI. Provider Responsibility Provisions ......................................p. 13
XXII. Confidential Information ..................................................p. 14
XXIII. Right-to-Know .................................................................p. 14
XXIV. Interpretation .................................................................p. 16
XXV. Governing Law .................................................................p. 16
XXVI. Severability ....................................................................p. 16
XXVII. Entire Contract...............................................................p. 17
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 AUDIOLOGY SERVICES, LLC, with a mailing address of 1415 Princeton Drive, Bethlehem, PA 18017, (Federal Identification Number: 20-1215603), 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: on-site audiology services to the residents of Cedarbrook Senior Care and Rehabilitation.

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

II. TERM OF CONTRACT

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

   Beginning Date: July 1, 2019  
   Termination Date: June 30, 2021

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

D. This contract may be extended for TWO (2) additional term(s) of one (1) year (each) 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 31st 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.


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

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

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

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

5. The PROVIDER agrees that no employee, board member, or representative of the PROVIDER, either personally, or through an agent, shall solicit the referral of clients to any facility in a manner, which offers or implies an offer of rebate to persons referring clients or other fee-splitting inducements. This applies to consents of fee schedules, billing methods, or personal solicitation. No person or entity involved in the referral of clients may receive payment or other inducement by a facility or its representatives. The PROVIDER shall substantially include the language of this Paragraph in each subcontract under this Contract.
6. The PROVIDER agrees that all experimentation with human subjects involving physical or mental risk to those subjects shall be prohibited without the prior written approval of the Secretary of the Department of Health, subject to all applicable laws, statutes and regulations, and voluntary, informed consent of the subject in writing. If the subject is a minor, or incompetent, a voluntary, informed consent of his/her parents or legal guardian shall be required.

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

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, 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. $3,000,000 in the aggregate and per occurrence.
   b. Coverage provided shall be over auto liability, general liability, and professional liability.

   $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:
Audiology Services, L.I.C
1415 Princeton Drive
Bethlehem, PA 18017
Attn: Cheryl A. Delfino
Phone: (610) 694.0141
Fax: (610) 317.8483

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

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)

[Signature]
Witness

AUDIOLOGY SERVICES, LLC

By: [Signature]    
Print Name: Cheryl A. Delfino
Title: Owner/Operator

COUNTY OF LEHIGH

(affix seal)

[Signature]
Witness

PHILLIPS M. ARMSTRONG
COUNTY EXECUTIVE

Date
APPENDIX A
SCOPE OF SERVICES

The PROVIDER shall provide audiology services for COUNTY, as more fully set forth in Section 4.0 - Scope of Work and Section 5.0 - Conforming Work of the Request for Proposals #19-017 dated February 12, 2019, a copy of said sections are attached hereto, made a part hereof and marked Exhibit “1 to Appendix A”. Further the PROVIDER agrees to comply with and be bound by all the other requirements of the Request for Proposals #19-017, all of which is incorporated herein by reference.
APPENDIX B
COMPENSATION

Compensation (as detailed in Section 10.0 - Compensation of the RFP) for the services performed pursuant to Appendix A shall be billed out and charged at the rates set forth in the PROVIDER’s PROPOSAL FORM contained in the PROVIDER’s response to RFP #19-017, along with the price clarification email dated March 22, 2019, a copy of which are attached hereto, made a part hereof and marked as Exhibit “1 to Appendix B”.

Depending on the COUNTY’s requests for services, the total compensation for services rendered by the PROVIDER may exceed Ten Thousand Dollars ($10,000.00), annually.
APPENDIX C
AMENDMENTS AND SPECIAL PROVISIONS

1. The provisions of the RFP #19-017 dated February 12, 2019 and the response of the PROVIDER dated March 6, 2019, along with the price clarification email dated March 22, 2019, are incorporated herein by reference. In the event of a conflict between the terms of this agreement, the RFP and the PROVIDER’s response to the RFP, the conflict shall be resolved by the following order of preference: this agreement, the RFP, the PROVIDER’s response to the RFP.
SPECIFICATIONS

1.0 Purpose
1.1 The County of Lehigh is soliciting proposals for an independent firm to provide audiology services for Cedarbrook Senior Care & Rehab.

2.0 Background
2.1 The Cedarbrook-Allentown facility is located at 350 S. Cedarbrook Road, Allentown, PA 18014. There are 473 nursing home beds and a 57-bed independent living unit (Brookview Apartments) at this location.
2.2 The Cedarbrook-Fountain Hill facility is located at 724 Delaware Avenue, Bethlehem, PA 18015. There are 197 beds at this location.

3.0 Schedule of Events
3.1 The proposed schedule for proposal processing, selection, negotiation and contract initiation is as follows:
   3.1.1 Issue Request for Proposals Notice February 20, 2019
   3.1.2 Cutoff for Written Questions March 8, 2019, 4:00 P.M.
   3.1.3 Cutoff for Written Answers March 13, 2019, 4:00 P.M.
   3.1.4 Proposals Due March 20, 2019, 4:00 P.M.
   3.1.5 Proposals Publicly Opened March 21, 2019, 10:00 A.M.
   3.1.6 Issue "Intent to Award" April 5, 2019
   3.1.7 Contract Received From Law April 19, 2019
   3.1.8 Signed Contract From Provider April 24, 2019
   3.1.9 Submit Contract to Board April 26, 2019
   3.1.10 Resolution Approval June 26, 2019
   3.1.11 Estimated Contract Start Date July 1, 2019

4.0 Scope of Work
4.1 Provide medically necessary audiology and hearing aide services as ordered by the resident's attending physician.
4.2 All services will be provided on-site at each facility.
4.3 Audiology Services include:
   4.3.1 Diagnostic Services - Standard audiometric evaluations for clinical assessment of hearing loss and rehabilitation potential.
   4.3.2 Hearing Tests - Basic comprehensive audiometry, Tympanometry, Acoustic reflex tests, and site lesion tests.
4.4 Hearing Aid Services include assessment, prescription, fitting, repair and counseling.

4.5 Provide all audiologic and otoscopic equipment required for the provision of audiology and hearing aide services.

4.6 Maintain records and provide individual reports for residents' clinical records in accordance with professional standards and Cedarbrook's policies and procedures and all laws, rules and regulations that apply or relate to audiometric records.

4.7 Provide in-service programs as requested by Cedarbrook, at no additional cost.

4.8 Participate and cooperate with Cedarbrook's performance improvement and quality assurance program.

4.9 Comply with Cedarbrook policies and procedures.

5.0 **Conforming Work**

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

6.0 **Performance Standards**

6.1 All services to be performed under this ensuing contract shall be performed in the most cost effective manner, in achieving the objectives of the County.

6.2 Provider must be in compliance with all applicable law in its business and activities which pertain to the performance and/or funding of the resulting contract, including but not limited to:

6.2.1 Medicare/Medicaid laws, rules and regulations

6.2.2 The False Claims Act

6.2.3 Health Insurance Portability and Accountability Act (HIPAA)

6.2.4 Older Adults Protective Services Act


6.2.6 Pennsylvania Department of Health requirements regarding communicable diseases, specifically tuberculosis (TB) testing.

6.3 Provider shall maintain documentation and records in accordance with professional standards and regulations.

7.0 **Term of Contract**

7.1 Contract shall be for a **two (2) year period**, without provision for increases, commencing on or about **July 1, 2019**.

7.2 The County of Lehigh reserves the right to extend the contract period for two (2) additional one (1) year periods under the same terms and conditions, in the event the successful proposer agrees to hold the then prevailing fixed pricing. Said renewal(s) shall be confirmed in writing, between the parties and subject to the approval of the Lehigh County Board of Commissioners.
Have received and reviewed the following Addenda (if applicable):

1. ______________________, dated ______________________.
2. ______________________, dated ______________________.
3. ______________________, dated ______________________.

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

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

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

Communications Concerning this Proposal shall be addressed to:

Contact Person Name: ______________________
Contact Person Title: ______________________
Address: ______________________
Telephone Number: ______________________
Fax Number: ______________________
Email Address: ______________________

Authorized Signature of Proposer

When the Proposer is an Individual:

Name of Proposer ______________________
Federal Tax ID Number ______________________
Street Address ______________________
City ______________________ State ______________________ Zip ______________________
Telephone Number ______________________
Fax Number ______________________
Email Address ______________________

Signature ______________________
Cheryl A. Delfino - Owner Operator
Signatory’s Name and Title (Printed) ______________________

COUNTY OF LEHIGH, PA
REQUEST FOR PROPOSALS #19-017
AUDIOLOGY SERVICES

04AUDILOGY(RFP)19, 2/12/2019
PRICE PROPOSAL FORM

We, [Proposer's Name], on this the 6th day of March, 2019 hereby:

- Propose and agree to furnish and deliver AUDIOLOGY SERVICES for the County of Lehigh, in accordance with this "Request for Proposals".
- Confirm that we will bill Medicare/Medicaid/third parties for services performed and shall accept such fees as payment in full for services rendered (see Item 10.1.1).
- Confirm that private pay residents shall be billed in accordance with their coverage (see Item 10.3).
- Offer the following firm fixed pricing:

<table>
<thead>
<tr>
<th>IN THE EAR (ITE) HEARING INSTRUMENT – CUSTOM</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Full Shell</td>
<td>$ 950.00/unit</td>
</tr>
<tr>
<td>✓ ½ Shell</td>
<td>$ 1150.00/unit</td>
</tr>
<tr>
<td>✓ Power Aid</td>
<td>$ 1350.00/unit</td>
</tr>
<tr>
<td>✓ 14 Month Warranty</td>
<td>$ 85.00/unit</td>
</tr>
<tr>
<td>✓ Loss / Damage / Repair</td>
<td>$ 350.00/unit</td>
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<tr>
<th>BEHIND THE EAR (BTE) HEARING INSTRUMENT</th>
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<tbody>
<tr>
<td>✓ Standard</td>
<td>$ 950.00/unit</td>
</tr>
<tr>
<td>✓ Mini</td>
<td>$ 1150.00/unit</td>
</tr>
<tr>
<td>✓ Power</td>
<td>$ 1350.00/unit</td>
</tr>
<tr>
<td>✓ 14 Month Warranty</td>
<td>$ 85.00/unit</td>
</tr>
<tr>
<td>✓ Loss / Damage / Repair</td>
<td>$ 350.00/unit</td>
</tr>
<tr>
<td>Custom Ear Impression</td>
<td>$ 25.00/unit</td>
</tr>
<tr>
<td>Custom Ear Mold for BTE</td>
<td>$ 65.00/unit</td>
</tr>
<tr>
<td>Otoclip for ITE and BTE Instruments</td>
<td>$ 750.00/unit</td>
</tr>
<tr>
<td>Routine Maintenance on ITE and BTE</td>
<td>$ 125.00/unit</td>
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<tr>
<th>MANUFACTURER REPAIRS</th>
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</tr>
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<tbody>
<tr>
<td>✓ Lab Repair / Rebuild</td>
<td>$ 225.00/unit</td>
</tr>
<tr>
<td>✓ Lab Repair / Rebuild: Advanced Digital</td>
<td>$ 350.00/unit</td>
</tr>
<tr>
<td>✓ Shipping / Handling</td>
<td>$ 22.00/shipment</td>
</tr>
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When the Proposer is a Partnership:

<table>
<thead>
<tr>
<th>Name of Partnership</th>
<th>Federal Tax ID Number</th>
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<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Telephone Number</td>
</tr>
<tr>
<td></td>
<td>Signature</td>
</tr>
</tbody>
</table>

When the Proposer is a Corporation:

<table>
<thead>
<tr>
<th>Name of Corporation</th>
<th>Federal Tax ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Telephone Number</td>
</tr>
<tr>
<td></td>
<td>Signature (** see note below)</td>
</tr>
<tr>
<td></td>
<td>Witness's Signature (** see note below)</td>
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</tbody>
</table>

** The President's or Vice President's signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature must be attached to this proposal. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the proposal.
Good morning !!! Otoclip price clarification $7.50 per unit . Thank you Cheryl Delfino

Cheryl Delfino, B.A. - HIS
Owner and Founder
www.audiologyservicespa.com
610.694.0141

From: George Nader
Sent: Friday, March 22, 2019 8:44 AM
To: 'cheryl@audiologyservicesllcpa.com' <cheryl@audiologyservicesllcpa.com>
Subject: #19-017 AUDIOLOGY SERVICES - Price Clarification
Importance: High

Attn: Cheryl A. Delfino

Thank you for your response to the above referenced Request for Proposals. In reviewing your proposal, the following issue arose:

- It appears that you offered all the same unit prices as in the current contract with the exception of one (1) – the "Otoclips for ITE and BTE instruments" are in the current contract at $7.50/unit, but listed as $750.00/unit in the new proposal. Is that correct?

George M. Nader, Jr., CPPO
Chief Procurement Officer
County of Lehigh, PA
Motion for the June 26, 2019 Board of Commissioners’ Meeting

I move that the sixty (60) day advance written notice requirement in section 801.1(E) of the Administrative Code be waived for Cedarbrook Senior Care and Rehabilitation and reduced to 27 days for Affinity Health Services, Inc. to provide Operational Consulting Services.
COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION NO. 2019-47
SPONSORED BY COMMISSIONER HARTZELL
REQUESTED DATE: MAY 31, 2019

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
AFFINITY HEALTH SERVICES, INC.

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

WHEREAS, Cedarbrook Senior Care and Rehabilitation requests that the County
of Lehigh enter into an agreement with Affinity Health Services, Inc. to provide
operational consulting services for Cedarbrook Senior Care and Rehabilitation.

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

1. The proposed agreement for professional services with Affinity Health
Services, 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:

<table>
<thead>
<tr>
<th>Commissioners</th>
<th>AYE</th>
<th>NAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Geoff Brace</td>
<td></td>
<td></td>
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<tr>
<td>Nathan Brown</td>
<td></td>
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<tr>
<td>Percy H. Dougherty</td>
<td></td>
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<td>Marc Grammes</td>
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<td>Dan Hartzell</td>
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<tr>
<td>Amanda Holt</td>
<td></td>
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<tr>
<td>Marty Nothstein</td>
<td></td>
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<tr>
<td>Brad Osborne</td>
<td></td>
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<tr>
<td>Amy Zanelli</td>
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ATTEST: ________________________________

Clerk to the Board of Commissioners
COUNTY OF LEHIGH

CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: Operational Consulting Services for Cedarbrook Senior Care and Rehabilitation

AWARDED TO: Affinity Health Services, Inc.

Federal ID: 25-1787368
Telephone: (724) 463-1010
Fax: (724) 463-9555
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>I.</th>
<th>Scope of Services</th>
<th>p. 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>II.</td>
<td>Term of Contract</td>
<td>p. 1</td>
</tr>
<tr>
<td>III.</td>
<td>Compensation</td>
<td>p. 2</td>
</tr>
<tr>
<td>IV.</td>
<td>Schedule of Attachments</td>
<td>p. 3</td>
</tr>
<tr>
<td>V.</td>
<td>Covenants, Representations and Warranties</td>
<td>p. 3</td>
</tr>
<tr>
<td>VI.</td>
<td>Taxes</td>
<td>p. 6</td>
</tr>
<tr>
<td>VII.</td>
<td>Undue Influence</td>
<td>p. 6</td>
</tr>
<tr>
<td>VIII.</td>
<td>Conflict of Interest</td>
<td>p. 7</td>
</tr>
<tr>
<td>IX.</td>
<td>Breach of Contract</td>
<td>p. 7</td>
</tr>
<tr>
<td>X.</td>
<td>Confidentiality</td>
<td>p. 7</td>
</tr>
<tr>
<td>XI.</td>
<td>Non-Discrimination Clause</td>
<td>p. 8</td>
</tr>
<tr>
<td>XII.</td>
<td>Indemnification and Hold Harmless</td>
<td>p. 8</td>
</tr>
<tr>
<td>XIII.</td>
<td>Insurance</td>
<td>p. 9</td>
</tr>
<tr>
<td>XIV.</td>
<td>Independent Contractor</td>
<td>p. 11</td>
</tr>
<tr>
<td>XV.</td>
<td>Modification</td>
<td>p. 11</td>
</tr>
<tr>
<td>XVI.</td>
<td>Report</td>
<td>p. 12</td>
</tr>
<tr>
<td>XVII.</td>
<td>Notices</td>
<td>p. 12</td>
</tr>
<tr>
<td>XVIII.</td>
<td>Pennsylvania Certification</td>
<td>p. 12</td>
</tr>
<tr>
<td>XIX.</td>
<td>Professionalism</td>
<td>p. 13</td>
</tr>
<tr>
<td>XX.</td>
<td>Audit</td>
<td>p. 13</td>
</tr>
<tr>
<td>XXI.</td>
<td>Provider Responsibility Provisions</td>
<td>p. 13</td>
</tr>
<tr>
<td>XXII.</td>
<td>Confidential Information</td>
<td>p. 14</td>
</tr>
<tr>
<td>XXIII.</td>
<td>Right-to-Know</td>
<td>p. 14</td>
</tr>
<tr>
<td>XXIV.</td>
<td>Interpretation</td>
<td>p. 16</td>
</tr>
<tr>
<td>XXV.</td>
<td>Governing Law</td>
<td>p. 16</td>
</tr>
<tr>
<td>XXVI.</td>
<td>Severability</td>
<td>p. 16</td>
</tr>
<tr>
<td>XXVII.</td>
<td>Entire Contract</td>
<td>p. 17</td>
</tr>
</tbody>
</table>
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 AFFINITY HEALTH SERVICES, INC., with a mailing address of 942 Philadelphia Street, Indiana, PA 15701, (Federal Identification Number: 25-1787368), 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 periodically assess and provide actionable guidance to improve operational performance, financial results, and regulatory compliance of Cedarbrook Senior Care and Rehabilitation.

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

II. TERM OF CONTRACT

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

   Beginning Date: July 1, 2019
   Termination Date: June 30, 2021

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

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

D. This contract may be extended for TWO (2) additional term(s) of one (1) year (each) 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 31st 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.


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

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

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

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

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

   $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:
Affinity Health Services, Inc.
Attn: Denise McQuown-Hatter, President/CEO
942 Philadelphia Street
Indiana, PA 15701
Phone: (724) 463-1010
Fax: (724) 463-9555

COUNTY:
Cedarbrook Senior Care and Rehab.
350 S. Cedarbrook Road
Allentown, PA 18104
Attention: Jason Cumello, NHA
Phone: (610) 395-5610
Fax: (610) 395-0412

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. 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)

AFFINITY HEALTH SERVICES, INC.

By

Print Name: Denise McQuown-Hatter
Title: President/CEO

COUNTY OF LEHIGH
(affix seal)

Witness

PHILLIPS M. ARMSTRONG
COUNTY EXECUTIVE

Date
APPENDIX A
SCOPE OF SERVICES

The PROVIDER shall periodically assess and provide actionable guidance to improve operational performance, financial results, and regulatory compliance of Cedarbrook Senior Care and Rehabilitation, as more fully set forth in Section 5.0 - Scope of Work – Vendor Responsibilities – General, Section 6.0 – Scope of Work – Vendor Responsibilities – Year 1, Section 7.0 – Scope of Work – Vendor Responsibilities – Year 2, Section 8.0 – Scope of Work – Vendor Responsibilities – Years 3 & 4 and Section 10.0 - Conforming Work of the Request for Proposals #19-018 dated March 25, 2019, and addendum #1 dated April 12, 2019, a copy of said sections are attached hereto, made a part hereof and marked Exhibit “1 to Appendix A”.

The COUNTY’s responsibilities relative to the services to be performed by the PROVIDER are set forth in Section 9.0 – Scope of Work – County Responsibilities of the Request for Proposals #19-018. (Exhibit “1 to Appendix A”)

Further the PROVIDER agrees to comply with and be bound by all the other requirements of the Request for Proposals #19-018, all of which is incorporated herein by reference.
APPENDIX B
COMPENSATION

The PROVIDER shall be compensated for services pursuant to this contract as set forth in PROVIDER’s PRICE PROPOSAL FORM dated April 12, 2019, and a best and final price proposal dated May 3, 2019 for a firm fixed hourly rate of Two Hundred Forty-two Dollars and no/100 ($242.00). A copy of said PROVIDER’s PROPOSAL FORM, along with the best and final rate email dated May 3, 2019, are attached hereto, made a part hereof and marked as Exhibit “1 to Appendix B”.

Should the COUNTY and PROVIDER elect to extend the term of the contract pursuant to Section II. (Term of Contract), subparagraph D., year three (3) compensation shall be increased 2% over year two (2), and year four (4) shall include a 2% increase over year three (3).

The total compensation for services for year 1 shall not exceed 684 hours, year 2 shall not exceed 468 hours and years 3 and 4 (if elected) shall not exceed 380 hours, annually.
APPENDIX C
AMENDMENTS AND SPECIAL PROVISIONS

1. The provisions of the RFP #19-018 dated March 25, 2019 and the response of the PROVIDER dated April 12, 2019, along with the price clarification email dated May 3, 2019, are incorporated herein by reference. In the event of a conflict between the terms of this agreement, the RFP and addendum #1 to the RFP and the PROVIDER’s response to the RFP, the conflict shall be resolved by the following order of preference: this agreement, the RFP and addendum #1, the PROVIDER’s response to the RFP.

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

"a. $3,000,000 in the aggregate and per occurrence."
4.2.1 Tammy Hill  
Administrative Assistant  
(610) 336-5627

4.3 Any information offered at this site visit that is not already specifically included in this  
RFP packet is considered unofficial, unless received in the form of a written Addendum.  
Verbal instructions are not binding on either the County, or the firm.

5.0 Scope of Work – Vendor Responsibilities – General

5.1 The hours listed in Sections 6.0 thru 8.0 below are the maximums if requested.

5.2 The monthly review, quarterly compliance and financial reviews, survey assessment, initial  
assessment, and renovation project support include an in-person visit to the facility in addition to  
the off-site work and as such these travel costs need to be built into the offered hourly rate.

5.3 The monthly, quarterlies, and mock survey are considered to be a static representation of hours.

6.0 Scope of Work – Vendor Responsibilities – Year 1

NOTE: 684 Total Hours are anticipated for Year 1. All hour references are estimates only.

6.1 Monthly Operational Review (192 Total Hours – 16 Hours/Month)

6.1.1 Meet with Administrator and Director of Nursing at Cedarbrook (CB) once per month.  
Review prior month clinical and operational performance. Provide updates on new  
regulations, industry trends, business development opportunities, and regulatory updates  
around the state, providing actionable professional guidance on how to incorporate this  
information into current operations and policy.

6.2 Quarterly Compliance Review (64 Total Hours – 16 Hours/Quarter)

6.2.1 Review Quality Assurance Data, Risk Reports, and Clinical Outcomes with CB leadership  
team, benchmarking CB with current Industry performance metrics. Tour each campus.  
Provide actionable professional guidance for operational improvements and performance  
improvement projects.

6.3 Financial Stewardship Review (64 Total Hours – 16 Hours/Quarter)

6.3.1 Review Financial Outcomes with leadership team and the County Administration. Compare  
to industry benchmarks and analyze trending. Provide actionable professional guidance  
for improvements and efficiencies in areas such as revenue maximization, business  
development, collections, and staffing.

6.4 Survey Readiness Assessment (72 Total Hours – 48 Hours at CBA / 24 Hours at CBFH)

6.4.1 Perform a comprehensive “Mock Survey” of each campus to assess regulatory compliance  
of both the environment of each facet of operations and high risk clinical charts and present  
to CB leadership team in a survey format.

6.5 Other Tasks (292 Total Hours)

6.5.1 Perform comprehensive initial assessment of operations in all facets of the organization.  
(160 Hours)

6.5.2 Provide staff competencies as requested by Cedarbrook. (16 Hours)
6.5.3 Provide policy creation assistance as requested. (16 Hours)
6.5.4 Review and recommend regulatory compliance with Renovation Project. (32 Hours)
6.5.5 Create operational model based on new Renovation Project as requested. (32 Hours)
6.5.6 Emergency support – call and email (4 Hours)
6.5.7 Other Duties as assigned (32 Hours)

7.0 Scope of Work – Vendor Responsibilities – Year 2

NOTE: 468 Total Hours are anticipated for Year 2. All hour references are estimates only.

7.1 Monthly Operational Review (144 Total Hours – 12 Hours/Month)
7.1.1 See Item 6.1.1 above.

7.2 Quarterly Compliance Review (64 Total Hours – 16 Hours/Quarter)
7.2.1 See Item 6.2.1 above.

7.3 Financial Stewardship Review (64 Total Hours – 16 Hours/Quarter)
7.3.1 See Item 6.3.1 above.

7.4 Survey Readiness Assessment (72 Total Hours – 48 Hours at CBA / 24 Hours at CBFH)
7.4.1 See Item 6.4.1 above.

7.5 Other Tasks (124 Total Hours)
7.5.1 Provide staff competencies as requested by Cedarbrook (8 Hours)
7.5.2 Provide policy creation assistance as requested. (16 Hours)
7.5.3 Review and recommend regulatory compliance with Renovation Project. (32 Hours)
7.5.4 Create operational model based on new Renovation Project as requested. (32 Hours)
7.5.5 Emergency support – call and email (4 Hours)
7.5.6 Other Duties as assigned (32 Hours)

8.0 Scope of Work – Vendor Responsibilities – Years 3 & 4

NOTE: 380 Total Hours are anticipated annually for Years 3 & 4. All hour references are estimates only.

8.1 Monthly Operational Review (96 Total Annual Hours – 8 Hours/Month)
8.1.1 See Item 6.1.1 above.

8.2 Quarterly Compliance Review (64 Total Annual Hours – 16 Hours/Quarter)
8.2.1 See Item 6.2.1 above.

8.3 Financial Stewardship Review (64 Total Annual Hours – 16 Hours/Quarter)
8.3.1 See Item 6.3.1 above.

8.4 Survey Readiness Assessment (72 Total Annual Hours – 48 Hours at C3A / 24 Hours at CBFH)

8.4.1 See Item 6.4.1 above.

8.5 Other Tasks (84 Total Annual Hours)

8.5.1 Provide staff competencies as requested by Cedarbrook (8 Hours Annually)

8.5.2 Provide policy creation assistance as requested. (8 Hours Annually)

8.5.3 Review and recommend regulatory compliance with Renovation Project. (16 Hours Annually)

8.5.4 Monitor Operational progress of Renovation Project as requested. (16 Hours Annually)

8.5.5 Emergency support – call and email (4 Hours Annually)

8.5.6 Other Duties as assigned (32 Hours Annually)

9.0 Scope of Work — County Responsibilities

9.1 Provide access to all software systems necessary to perform duties, including clinical software and quality assurance software.

9.2 Provide access to necessary reports that vendor requires to perform assessment.

9.3 Provide an available workspace at Cedarbrook for on-site assessments and meetings.

10.0 Conforming Work

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

11.0 Performance Standards

11.1 All services to be performed under this ensuing contract shall be performed in the most cost effective manner, in achieving the objectives of the County.

12.0 Term of Contract

12.1 Contract shall be for a two (2) year period, without provision for increases, commencing immediately upon final execution. This RFP is constructed to:

12.1.1 Allow for a proper initial assessment of Cedarbrook in Year 1.

12.1.2 Provide additional guidance necessary in Years 1 and 2 to assist Cedarbrook with compliance with large current changes in CMS regulations and the formative years of the Cedarbrook renovation project.

12.2 The County of Lehigh reserves the right to extend the contract period for two (2) additional one (1) year periods under the same terms and conditions. The Year 3 price will include a 2% increase over Year 2 and the Year 4 price will include a 2% increase over Year 3. Said renewal(s) shall be confirmed in writing, between the parties and subject to the approval of the Lehigh County Board of Commissioners.
ADDENDUM #1

The following additions, deletions or changes are hereby made to the above referenced "Invitation to Bid":

✓ Following are the responses to all questions raised before the 4:00 P.M., April 9, 2019 cutoff. The questions submitted are listed, with the respective answers below:

1. Page 5 - 2.0 mentions 42 independent living apartments. Are you requesting any consulting services for the IL?
   ➤ The County does not anticipate regular consulting services for the IL as it is a very small component of operations. If there are any consulting services required for the IL in the future, it would be on a limited as needed basis.

2. Page 6 - 6.5.2 mentions staff competencies. Are these competencies specific to the nursing staff or is it related to staff in all departments (i.e., social services, activities, dining, housekeeping, maintenance, etc.)?
   ➤ These competencies are largely specific to nursing but may also touch other departments as well, as Cedarbrook redevelops its Education Department and prepares for CMS Requirements of Participation Phase 3.

3. Page 7 - 6.5.5 and 7.5.4 mentions to "create operational model based on Renovation Project as requested".
   a. Can you define exactly what you are looking for in an operational model?
      ➤ As Cedarbrook embarks on its large renovation project, it may ask for recommendations in terms of operations, logistics, staffing models and compliance. The renovation project itself is being handled by a professional A&E firm that is separate from this RFP.

   b. We are interested in clarification that this is a recommended roadmap for facility operations to execute and the consultant is not responsible for operations in a management capacity. Can you please confirm?
      ➤ This is a consulting agreement and not a management agreement. The successful firm will merely advise and provide recommendations. The County of Lehigh is managing Cedarbrook operations.

4. Pages 4, 17, and 21 refer to the RFP submission. Can you clarify exactly what is requested for return and the delivery method (i.e., paper, electronic).
   ➤ As noted in the 3rd paragraph of the Introduction Section (Page 4) – an envelope gets delivered to the County Controller’s Office and inside the envelope is one (1) complete paper copy of your entire proposal and one (1) complete electronic copy on a CD, thumb drive, whatever, that includes three (3) PDF files – the Cover Letter, the Price Proposal and the Technical Proposal.

5. Regarding insurance items 16.7 (Umbrella Excess Liability) and 16.8 (Abuse/Sexual Molestation & Corporal Punishment Liability) – this firm currently has $3,000,000 in the aggregate for auto liability and general liability and professional liability coverage of $1,000,000 per occurrence and $3,000,000 in the aggregate that includes Sexual Abuse. Cost is prohibitive to increase coverage to $5,000,000. We respectfully request a waiver to include the coverage identified above.
   ➤ The County will accept the insurance described above as an alternate option, including the Sexual Abuse coverage under Professional Liability, as long as it’s shown on the certificate of insurance as included.

6. Does Cedarbrook Senior Care & Rehabilitation have an Electronic Medical record, and if so what product/company is utilized? Is the product fully implemented?
   ➤ Cedarbrook utilizes PointClickCare for clinical and billing. The clinical implementation includes integrations with therapy, pharmacy and very soon with nutritional management. Cedarbrook also utilizes in-house developed UDAs for clinical assessments and continually
works on improvements to move away from paper as much as possible. Cedarbrook utilizes POC for ADL coding.

7. When will Lehigh County release the Request for Proposal’s required submission forms in an editable PDF format?
   ➢ The requested forms are attached with fillable fields.

8. In the case where an individual is the sole owner of a corporation, there is no Corporate Secretary or Treasurer, the owner can sign independently, please clarify.
   ➢ Use the “When the Proposer is an Individual” signature area.

9. The number of hours listed in 6.0-8.0: are those the maximum billed hours that the vendor can charge for those services? If the vendor doesn’t use the maximum hours for one aspect could the additional hours be used for another component of the project?
   ➢ The total hours for each contract year are intended to be a maximum as the County/Cedarbrook has created the RFP based on detailed analysis of needs and estimates of hourly costs. The County/Cedarbrook will allow flexibility to move hours between services if service needs change, but only with prior written (email) consent from the County/Cedarbrook. The RFP is constructed to allow firms to know what hours are fixed and predictable under monthly, quarterlies (compliance and financial) and annual mock survey visits. The hours listed under “Other Tasks” should be considered variable depending on the needs of the Cedarbrook as determined by the NHA. The consulting hours are greater in years 1 and 2 to account for new changes in regulatory (ROP) and reimbursement (PDPM and managed Medicaid) and potential recommendations for the renovation project.

10. The RFP states: Using the provided Price Proposal Form, responses must include a firm fixed fee for the full scope of services described herein. Can you please clarify if you are looking for a fixed hourly rate or one rate for an entire year of services, including all items contained in the RFP?
    ➢ The County is interested in a firm, fixed hourly rate.

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

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

LEHIGH COUNTY EXECUTIVE

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

DATED: April 12, 2019
PRICE PROPOSAL FORM

We, ____________________________________________, on this the ___ day of ____________, 2019 hereby:

(Proposer's Name)

➢ Propose and agree to furnish and deliver OPERATIONAL CONSULTING SERVICES for the County of Lehigh,
  in accordance with this "Request for Proposals", for the firm fixed hourly rate of ________________
  ____________________________ Dollars ($ ____________).

➢ Expect to begin work within ________________ days after notification of award and to complete the work
  within ________________ days after commencement.

➢ Have received and reviewed the following Addenda (if applicable):
  1. ____________________________, dated ________________
  2. ____________________________, dated ________________
  3. ____________________________, dated ________________

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

✓ This Price Proposal Form.
✓ Documentation as required by Section 27.0, including the Reference Form.
✓ The Cooperative Purchasing Programs Form.

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

Communications Concerning this Proposal shall be addressed to:

Contact Person Name: __________________________________________
Contact Person Title: __________________________________________
Address: ______________________________________________________
Telephone Number: ____________________________________________
Fax Number: _________________________________________________
Email Address: ________________________________________________
**Authorized Signature of Proposer**

When the Proposer is an Individual:

<table>
<thead>
<tr>
<th>Name of Proposer</th>
<th>Federal Tax ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>Fax Number</td>
</tr>
<tr>
<td>Signature</td>
<td>Signatory's Name and Title (Printed)</td>
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</table>

When the Proposer is a Partnership:

<table>
<thead>
<tr>
<th>Name of Partnership</th>
<th>Federal Tax ID Number</th>
</tr>
</thead>
<tbody>
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<td>City</td>
</tr>
<tr>
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<td>Signature</td>
<td>Signatory's Name and Title (Printed)</td>
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</table>

When the Proposer is a Corporation:

<table>
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<th>Federal Tax ID Number</th>
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</thead>
<tbody>
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<td>Street Address</td>
<td>City</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>Fax Number</td>
</tr>
<tr>
<td>Signature (** see note below)</td>
<td>Signatory's Name and Title (Printed)</td>
</tr>
<tr>
<td>Witness's Signature (** see note below)</td>
<td>Witness's Name and Title (Printed)</td>
</tr>
</tbody>
</table>

** The President's or Vice President's signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature must be attached to this proposal. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the proposal.
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<th>COMPANY NAME:</th>
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<td>ADDRESS:</td>
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<td>CONTACT PERSON:</td>
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<td>TELEPHONE #:</td>
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COOPERATIVE PURCHASING PROGRAMS FORM

During the term of the Agreement resulting from the above referenced Request for Proposals, the County of Lehigh would like to afford the same prices, terms and conditions to any current or future member of the Lehigh Valley Cooperative Purchasing Council (LV CPC); the Southeastern Pennsylvania Counties Cooperative Purchasing Board (SPCCPB); and any Local Public Procurement (LPP) unit located within the Commonwealth of Pennsylvania; or as otherwise approved by the County and the vendor, even though their requirements are not included in the quantities listed herein.

Firms must check one (1) of the following options under each category below. A non-affirmative response will in no way have a negative impact on the County’s evaluation of your proposal.

LV CPC

______ I will extend the quoted prices, terms and conditions to all authorized members of the LV CPC, until the earlier of the contract termination date (if applicable), or _________________.

______ I will not extend the quoted prices, terms and conditions to all authorized members of the LV CPC.

SPCCPB

______ I will extend the quoted prices, terms and conditions to all authorized members of the SPCCPB, until the earlier of the contract termination date (if applicable), or _________________.

______ I will not extend the quoted prices, terms and conditions to all authorized members of the SPCCPB.

PENNSYLVANIA LOCAL PUBLIC PROCUREMENT UNITS

______ I will extend the quoted prices, terms and conditions to any LPP unit located within the Commonwealth of Pennsylvania, or as otherwise approved by the County and the vendor, until the earlier of the contract termination date (if applicable), or _________________.

______ I will not extend the quoted prices, terms and conditions to any LPP unit located within the Commonwealth of Pennsylvania, or as otherwise approved by the County and the vendor.

FIRM NAME: ____________________________

AUTHORIZED SIGNATURE: ____________________________

NAME (PRINTED): ____________________________

TITLE: ____________________________

DATE: ____________________________
NO PROPOSAL REPLY FORM

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm who has received an invitation, but does not wish to participate, state their reason(s) below and return this form to the COUNTY OF LEHIGH, 17 S. Seventh Street, Allentown, PA 18101-2401, Attn: Procurement Office. This information will not preclude receipt of future invitations unless you either request removal from the Bidders List by indicating below, or do not return either this form, or a bonafide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

_______ 1. We do not wish to participate in the RFP process.

_______ 2. We do not wish to propose under the terms and conditions of the RFP document. Our objections are:


_______ 3. We do not feel we can be competitive.

_______ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

_______ 5. We do not wish to sell to the County of Lehigh. Our objections are:


_______ 6. We do not sell the items/services requested.

_______ 7. Other:


FIRM NAME

WEBSITE (IF APPLICABLE)

STREET ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER FAX NUMBER EMAIL ADDRESS

SIGNATURE SIGNATORY'S NAME AND TITLE (PRINTED)

_______ We wish to remain on the Bidders' List.

_______ We wish to be deleted from the Bidders' List.

25
PRICE PROPOSAL FORM

We, Affinity Health Services, Inc., on this the 12th day of April, 2019 hereby:

(Proposer's Name)

Propose and agree to furnish and deliver OPERATIONAL CONSULTING SERVICES for the County of Lehigh, in accordance with this "Request for Proposals", for the firm fixed hourly rate of $275.00 Two hundred seventy-five dollars and no cents Dollars ($275.00).

Expect to begin work within 60 days after notification of award and to complete the work within 730 days after commencement.

Have received and reviewed the following Addenda (if applicable):
1. Addendum #1, dated April 12, 2019.
2. __________________, dated _______________.
3. __________________, dated _______________.

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

✓ This Price Proposal Form.
✓ Documentation as required by Section 27.0, including the Reference Form.
✓ The Cooperative Purchasing Programs Form.

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

Communications Concerning this Proposal shall be addressed to:

Contact Person Name: Denise McQuown-Hatter
Contact Person Title: President & CEO
Address: 942 Philadelphia Street
Indiana, PA 15701
Telephone Number: __________________
Fax Number: __________________
Email Address: __________________
George Nader

From: Denise McQuown-Hatter <dmh@affinityhealthservices.net>
Sent: Friday, May 03, 2019 12:24 PM
To: George Nader; Kimberly Kelly
Cc: Jason Cumello
Subject: #19-018 OPERATIONAL CONSULTING SERVICES - Affinity Best & Final

George,

Thank you for the opportunity to submit a best and final price for Cedarbrook. We believe we are a good fit and appreciate the method that was used to outline the scope of work. We were able to decrease the price from the $275 per hour rate to $242 by reducing some of the more extraneous costs associated with this project. I am hopeful this 12% reduction is acceptable.

Denise

Denise McQuown-Hatter, President/CEO
Affinity Health Services, Inc.
Senior Community Management & Consulting Advisors
942 Philadelphia Street * Indiana, PA 15701
Phone: 724-463-1010 * Toll Free: 877-311-0110 * Fax: 724-463-9555
www'affinityhealthservices.net

Sharing our Affinity for providing Consulting and Management by customizing services while achieving balance between care and financial stability.

This electronic message may contain information that is confidential or legally privileged. It is intended only for the individual (s) and entity named as recipients in the message. If you are not the intended recipient of this message, please notify the sender immediately and delete the material from any computer. Do not deliver, distribute or copy this message, and do not disclose its contents or take any action in reliance on the information it contains. Thank you.

From: George Nader (mailto:GeorgeNader@lehighcounty.org)
Sent: Friday, May 03, 2019 11:19 AM
To: Denise McQuown-Hatter; Kimberly Kelly
Cc: Jason Cumello
Subject: #19-018 OPERATIONAL CONSULTING SERVICES - Affinity Best & Final
Importance: High

Thank you for your response to the above referenced RFP. The County is very impressed with Affinity's credentials, as well as the responses received during your recent phone interview with Cedarbrook's Administrator - Jason Cumello.

As you may recall, item 24.3 of the RFP allows for discussion and requesting of a best & final offer. To that end, the purpose of this communication is to request your best & final offer, in the hope that Affinity is willing and able to reduce the $275.00 rate.

Please respond to this email with your response at your earliest convenience.

George M. Nader, Jr., CPPO
Chief Procurement Officer
County of Lehigh, PA
APPROVING THE DISBURSAL OF AFFORDABLE HOUSING TRUST FUNDS

WHEREAS, by Ordinance 1996 – No. 120 the Board of Commissioners passed the Lehigh County Affordable Housing Trust Fund Ordinance (Affordable Housing Ordinance), pursuant to the Optional County Affordable Housing Trust Funds Act of 1992, 53 P.S. §§6001-6013; and

WHEREAS, by Ordinance 2007 – No. 182 the Board of Commissioners amended the Affordable Housing Ordinance to create a formal Housing Advisory committee and expand the types of affordable housing efforts which would be eligible for funding; and

WHEREAS, by Ordinance 2017 – No. 131 the Board of Commissioners amended the Administrative Code to add Article VI – Budgetary and Financial Policies to include a consolidated and revised grants policy; and

WHEREAS, pursuant to Article VI – Budgetary and Financial Policies, Section 612 of the Administrative Code Ordinance approval is required to disburse funds for any program or project involving more than three (3) housing units; and

WHEREAS, the Housing Advisory committee has recommended nine (9) recipients of funds which are either for projects involving more than three (3) units or are projects which do not squarely fit into the scope of Affordable Housing Ordinance; and
WHEREAS, the following organizations would receive funding for the purposes set forth below:

<table>
<thead>
<tr>
<th>Organization</th>
<th>Funding Request Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allentown Housing Authority</td>
<td>Redevelopment of 671 Lawrence Court in Allentown, a two-phased project.</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>Catholic Charities</td>
<td>Case Management with Emergency Rent &amp; Mortgage Assistance Program.</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Community Action Committee of the LV</td>
<td>Funding for costs incurred between 1/1/17-12/31/17, which supported the Home Ownership Counseling Program, PHFA Foreclosure Mitigation Counseling Program, and the Mortgage Foreclosure Diversion Program.</td>
<td>$13,302.15</td>
</tr>
<tr>
<td>Community Action Committee of the LV</td>
<td>Funding to support the Home Ownership Counseling Program, PHFA Foreclosure Mitigation Counseling Program, and the Mortgage Foreclosure Diversion Program.</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>County of Lehigh, Department of Community and Economic Development</td>
<td>Funding to complete a comprehensive housing inspection for low-to-moderate income homeowners, and provide a detailed work write-up and itemized project estimate.</td>
<td>$10,003.85</td>
</tr>
<tr>
<td>Habitat for Humanity of the LV</td>
<td>Funding to help underwrite the costs to build eight (8) homes on the 600 block of Tacoma Street in Allentown.</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Housing Association and Development Corporation</td>
<td>Construction of four (4) new owner-occupied townhouses on the corner of North and Penn Streets.</td>
<td>$150,930.00</td>
</tr>
<tr>
<td>New Bethany Ministries</td>
<td>Renovations to Columbia House – renovate two (2) bathrooms, exterior masonry, sidewalks, foundation and floor replacement.</td>
<td>$33,000.00</td>
</tr>
<tr>
<td>North Penn Legal Services</td>
<td>Funding to cover administrative costs enabling low-income clients to maintain affordable and habitable housing.</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total:</strong></td>
<td><strong>$452,236.00</strong></td>
</tr>
</tbody>
</table>

; and
WHEREAS, the County Executive has approved those recommendations.

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 Affordable Housing Trust Fund disbursals as set forth herein, are hereby approved. Disbursal of funds shall be contingent upon execution of the grant agreements.

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.