

**COUNTY OF LEHIGH, PENNSYLVANIA  
COMMISSIONERS BILL 2012-05  
SPONSORED BY COMMISSIONER McCARTHY  
REQUESTED DATE: FEBRUARY 8, 2012  
ORDINANCE NO. 2012-**

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**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LEHIGH  
VALLEY HEALTH NETWORK FOR A HIGHWAY SAFETY PROGRAM FOR  
LEHIGH AND NORTHAMPTON COUNTIES**

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**WHEREAS**, the County of Lehigh has been awarded a highway safety project grant to implement a highway safety program; and

**WHEREAS**, the County has selected the Lehigh Valley Health Network (LVHN) to act as the lead agency in managing and implementing the program, which is known as the Lehigh Valley Comprehensive Highway Safety Project; and

**WHEREAS**, the Department of Community and Economic Development has requested Lehigh County enter into an agreement with LVHN to administer this program; and

**WHEREAS**, because a portion of the funds to be paid to LVHN as part of this professional services agreement constitutes a grant, ordinance approval is required pursuant to the Lehigh County grants policy.

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

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

2. The proposed agreement with LVHN attached hereto as Exhibit A, is hereby approved.

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 offices 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 Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance.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 \_\_\_\_\_, 2012 by the following vote:

Commissioners

AYE

NAY

Thomas C. Creighton, III  
Percy H. Dougherty  
David S. Jones, Sr.  
Daniel K. McCarthy  
Vic Mazziotti  
Brad Osborne  
Scott Ott  
Lisa Scheller  
Michael P. Schware

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Donald T. Cunningham, Jr.  
County Executive

ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012

Contract Number:

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

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

## COUNTY OF LEHIGH

### CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: To create and administer the highway safety program for  
Lehigh and Northampton Counties

AWARDED TO: Lehigh Valley Health Network

Telephone: (610) 402-9047

Fax: (610) 402-1611

EXHIBIT A

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## **PROFESSIONAL SERVICE CONTRACT**

This is a contract between the **COUNTY OF LEHIGH**, a Home Rule County of the third class, with offices at 17 South Seventh Street, Allentown, PA, 18101-2401 hereinafter referred to as the COUNTY, and **Lehigh Valley Health Network**, 1240 S. Cedar Crest Boulevard, Allentown, PA 18103, 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 create and administer the highway safety program for Lehigh and Northampton Counties.

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: October 5, 2011

Termination Date: September 30, 2012

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

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

D. This contract may be extended for three (3) additional terms of one 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.

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.

### **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**

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

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

**V. COVENANTS, REPRESENTATIONS AND WARRANTIES**

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

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

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

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



c. Worker's Compensation Laws.

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

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

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

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

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

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

j. The Americans with Disabilities Act.

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

l. The Pro-Children Act of 1994.

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

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 of Lehigh (hereinafter "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. 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 age, race, color, sex, religious creed, national origin, marital status, or physical or mental disabilities as set forth in the Americans With Disabilities Act of 1990. PROVIDER and COUNTY shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, any pertinent Executive Order of the Governor and with all laws prohibiting discrimination in hiring or employment opportunities.

**XII. INDEMNIFICATION AND HOLD HARMLESS**

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

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

B. If any claim is made against COUNTY which would give rise to a right of indemnification by COUNTY from PROVIDER, COUNTY will give notice thereof to PROVIDER. The COUNTY may permit the PROVIDER to assume the defense of any such

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

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

### **XIII. INSURANCE**

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

1. Professional Liability Insurance

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

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

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

2. General Liability Insurance

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

b. Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers

as additional insureds, joint liability, and broad form property damage (including completed operations).

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

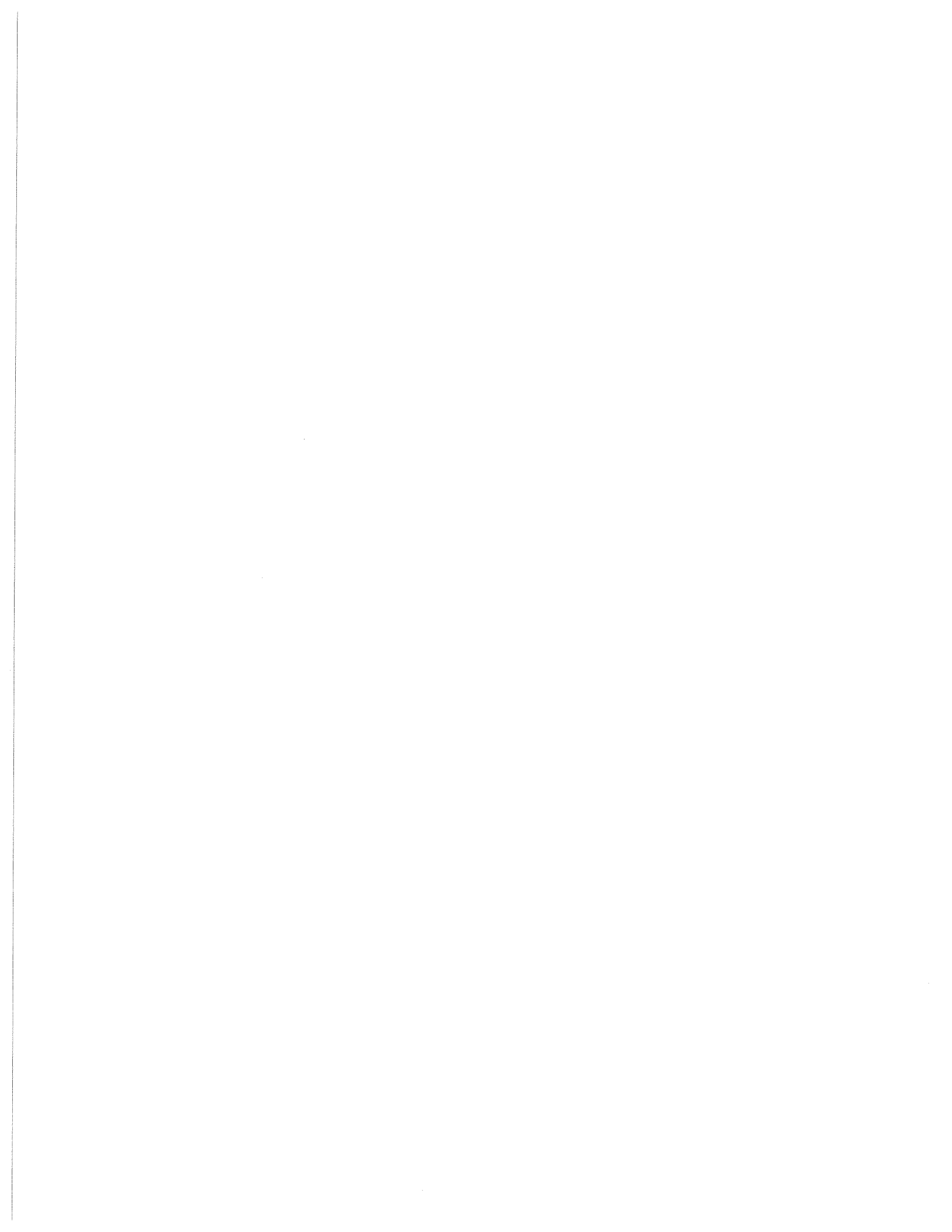
### **PROVIDER:**

Lehigh Valley Health Network  
1240 S. Cedar Crest Boulevard, Suite 306  
Allentown, PA 18103  
Attn: Bill McQuilken – Trauma Prevention Coordinator  
Phone: (610) 402-9047  
Fax: (610) 402-1611

### **COUNTY:**

County of Lehigh  
Cindy Feinberg - Director of Community & Economic Development  
Lehigh County Government Center  
Executive Office - 4<sup>th</sup> Floor  
17 South Seventh Street  
Allentown, PA 18101





Phone: (610) 782-3001

Fax: (610) 820-3615

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. The Pennsylvania Right to Know Law, 65 P.S. §67.101-3104, applies to this Agreement and all documents provided to COUNTY in connection with the administration of the Project Funding.

B. In the event COUNTY receives a Right-To-Know Law request regarding documents or information in the PROVIDER's possession and relating to the contract or performance thereunder ("Requested Information"), the PROVIDER agrees to provide COUNTY with access to, and copies of, the Requested Information within Fourteen (14) calendar days after notification from COUNTY, and to provide such other assistance as COUNTY may request in order to comply with the Right-to-Know Law.

C. The PROVIDER agrees that COUNTY's determination as to whether Requested Information is a public record under the Right-to-Know Law is dispositive of the question as between the parties and the PROVIDER agrees not to challenge COUNTY's determination. The PROVIDER will have the opportunity to submit a written statement to COUNTY explaining why the Requested Information is exempt from public disclosure under the Right-to-Know Law for up to seven (7) calendar days after receiving the request.

D. The PROVIDER agrees to abide by any decision of the Pennsylvania Office of Open Records, or by the Pennsylvania Courts, to release a record to the public and agrees to release all rights and remedies that may be available to it as result of COUNTY's disclosure of Requested Information pursuant to the Right-to-Know Law.

E. The PROVIDER's duties relating to the Right-to Know Law shall survive the expiration of the contract and shall continue as long as the 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)

**LEHIGH VALLEY HEALTH NETWORK**

Attest: Virginia Savage

By: Elizabeth Seislove 2-13-12

Print Name: Elizabeth Seislove <sup>Date</sup>

Title: Director, Trauma Program

**COUNTY OF LEHIGH**  
(affix seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
DONALD T. CUNNINGHAM, JR.  
COUNTY EXECUTIVE

\_\_\_\_\_  
Date

**APPENDIX A**  
**SCOPE OF SERVICES**

The PROVIDER shall perform all work required to create and administer the Lehigh Valley Comprehensive Safety Project as more fully set forth in the attached grant agreement, marked Exhibit "A-1". Further the PROVIDER agrees to comply with and be bound by all the other requirements of the grant application, all of which are incorporated herein by reference.

FEDERAL PROGRAM NAME: State and Community Highway  
Safety Program ( 20.600 )

Commonwealth of Pennsylvania

DEPARTMENT OF

TRANSPORTATION

HIGHWAY SAFETY

PROJECT GRANT

FOR ADMINISTRATIVE USE

Project No.: CTSP-2012-39000-00011

Date Approved: 10/5/2011

H.S.P.: CP-2012-01-00-00

Funds Obligated: \$95,601.80

1. TYPE: Initial

2. PROJECT TITLE:

Lehigh Valley Comprehensive Highway Safety  
Project

3. GRANTEE:

(a) Governmental Unit (Name, address, county and zip)

LEHIGH COUNTY (39000)  
17 S SEVENTH ST-GOVT CENTER

ALLENTOWN, PA 18101

Attn:

(b) Federal I.D. #: 23-1663078

4. The Grant shall be effective from 10/5/2011, through 9/30/2012.

The grant is not valid or enforceable until signed by the Deputy Secretary, the Office of Chief Counsel, and the Comptroller's Office. The grant shall be in the total amount of \$95,601.80. This shall be comprised of \$95,601.80 Federal funds and matching funds of \$ 0. Federal funds could be subject to change based on actual eligible expenditures incurred during the grant period and matching funds could be subject to change based on actual expenditures of the grant. These funds shall be disbursed on an approved cost incurred basis as indicated in the Conditions of Grant.

5. DESCRIPTION OF PROJECT: A grant to implement a highway safety  
program

The project proposal, marked as Exhibit A attached and made a part hereof, more fully describes the scope and terms of the proposal.

6. The grant is entered into between the above grantee and the Commonwealth of Pennsylvania, Department of Transportation. Grantee agrees to the Conditions of Grant Agreement which are marked as Exhibit B attached and made a part hereof. The Federal Audit Clause, marked Exhibit C; Federal Non-discrimination Clause, marked Exhibit D; Commonwealth Non-discrimination Clause, marked Exhibit E; and Contractor Integrity Provision, marked Exhibit F; and Certification of Restrictions on Lobbying, marked Exhibit G; are attached and made conditions of this grant.

7. The Department may terminate this agreement as provided in the Conditions of the Grant Agreement attached hereto. The Grantee agrees to comply with all applicable laws and regulations of the Commonwealth and Federal Government in carrying out this agreement. The Grantee shall be paid for work completed which conforms to the conditions of the grant.

8. The Grantee agrees to be bound by the provisions of Administrative Agency procedure as found in Volume 1, Pennsylvania Code Chapters 31, 33, and 35 when bringing any claim against the Commonwealth arising from this Grant Agreement by the filing of said claim with the Administrative Docket Clerk, 9th Floor, Commonwealth Keystone Building.

EXHIBIT

A-1



AGREEMENT SETUP

Date Approved	10/5/2011
Grant Period Begin Date	10/5/2011
Grant Period End Date	9/30/2012
Federal Grant Number	CTSP-2012-39000-00011
HSP	CP-2012-01-00-00
Description of Activity	

10/5/2011

INDIRECT COST

Name N/A

Amount \$0

Description / Justification

N/A

GOODS AND SERVICES

Type Rent

Amount \$12,000.00

Description / Justification

Office rental fee and storage space for any materials and equipment necessary to perform the duties of the comprehensive highway safety coordinator in the three county coverage area @ \$1,000 per month.

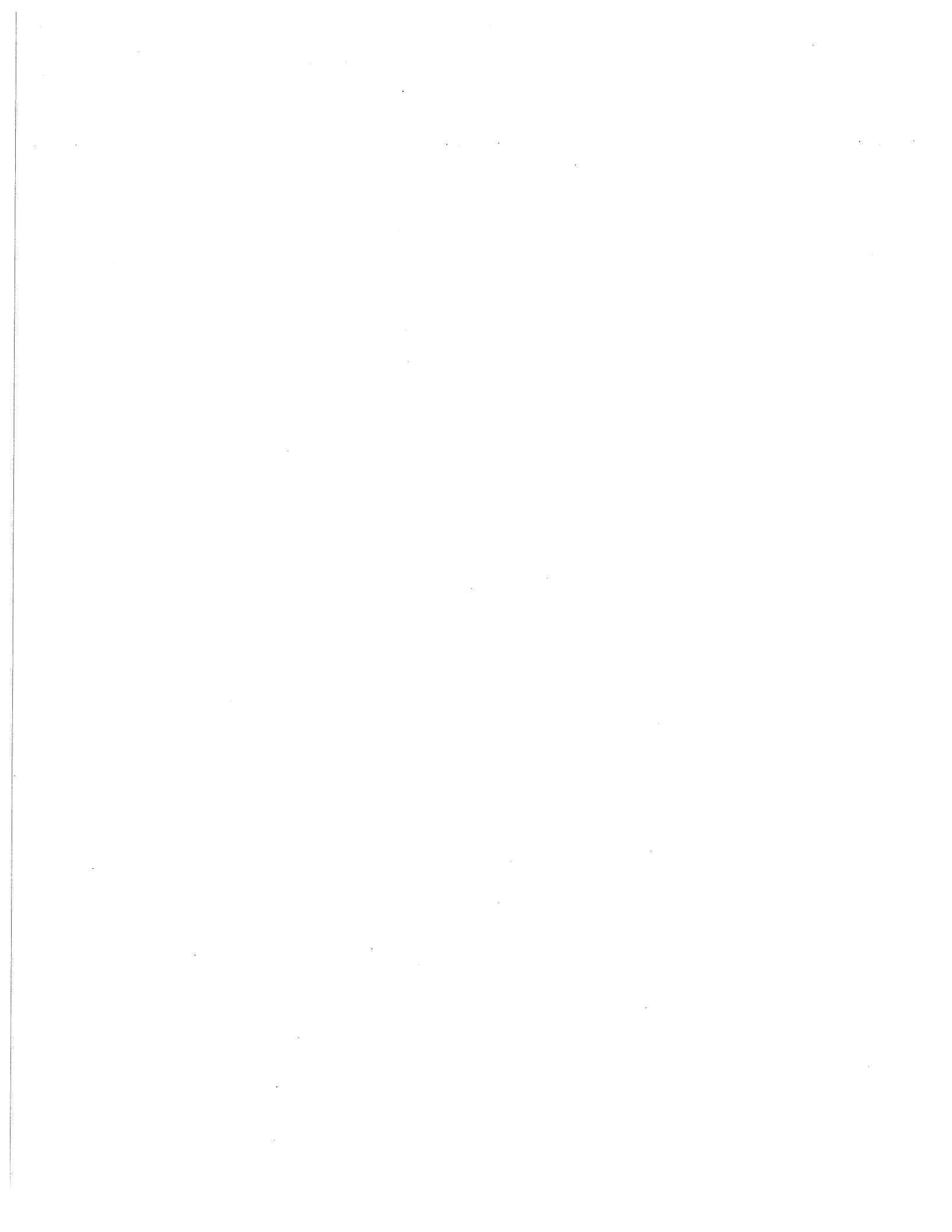
GOODS AND SERVICES

Type Office Supplies

Amount \$2,000.00

Description / Justification

To create and purchase educational materials or training materials to use in outreach for two counties which include but is not limited to: the community, community based organizations, and police departments.



TRAVEL

Name Subsistence

Amount \$500.00

Description/Justification

Subsistence rate of \$40 per day to attend the PA DUI Association conference or NHTSA Regional CPS Conference. Also to attend the mandatory PennDOT sponsored highway safety conference for the grant program manager and coordinator.

TRAVEL

Name Lodging

Amount \$1,000.00

Description /Justification

Lodging fees to attend the PA DUI Association conference or NHTSA Regional CPS Conference. Also, lodging fees to attend the mandatory PennDOT sponsored highway safety conference for the grant program manager and coordinator.

SALARIES AND BENEFITS

Position / Title Secretary

Hours	520
Rate	\$19.24
Total	\$10,004.80
Fringe Amount	\$2,901.00
Fringe Rate	29 %

Job Description

This person would be responsible for assisting in implementing highway safety programs in the community and schools to address Lehigh and Northampton Counties identified strategic focus areas; prepare materials for enforcement waves and events sponsored by PennDOT i.e. Click It or Ticket, Drive Safe PA, DUI mobilizations. This person will also be responsible assisting with the quarterly reports to PennDOT. This part-time position will work PT @10.00 hours per week.



## PROGRAM GOALS

Please provide the goal(s) of the project as well as the program objectives. The goal(s) should be a general end result for the project. Some examples of program goals are: "reduce impaired driving crashes", "increase seat belt usage", or "decrease aggressive driving crashes". Objectives measure the success of the program. They are specific targets that are measurable and attainable in a given period of time. Some examples of program objectives are: "to increase contacts by 10%", "to reduce impaired driving related crashes by 8%", or "to increase the seat belt rate 4%".

Goal: Reduce impaired driving crashes by 8% in each county by September 30, 2012.

### Objectives for this goal

1. Sustain high visibility DUI enforcement campaigns combined with public education.
2. Assist police departments with DUI mobilization campaigns if needed.
3. Assist police departments in combining DUI enforcement activities with other enforcement such as seat belts or aggressive driving.
4. Provide educational materials for judges, law enforcement, establishments that sell alcohol, and the general public.
5. Continue to participate in the Lehigh Valley DUI / Highway Safety Task Force activities.

### PROGRAM GOALS

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Goal: Increase seat belt usage to 90% in each county by September 30, 2012 (SFA)

#### Objectives for this goal

1. Conduct high-profile enforcement campaigns combined with public education.
2. Assist police departments with Click It or Ticket campaign if needed.
3. Assist police departments in combining enforcement activities using belts, child safety seats, aggressive driving, and DUI enforcement.
4. Educate parents of young children about the 4 steps of Child Passenger Safety and the new changes.
5. Assist Buckle Up PA with campaigns if needed.

## PROGRAM GOALS

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Goal: Improve Bicycle Safety

### Objectives for this goal

1. Expand school and community programs that teach bicycle safety to children and adult bicyclists
2. Increase knowledge on rules of the road and the Motor Vehicle Code.
3. Increase the use of helmets by bicyclists.
4. Increase change in behavior for bicyclists to comply with the Motor Vehicle Code rules via enforcement.
5. Increase media awareness through expanded public education.

### PROGRAM GOALS

Please provide the goal(s) of the project as well as the program objectives. The goal(s) should be a general end result for the project. Some examples of program goals are: "reduce impaired driving crashes", "increase seat belt usage", or "decrease aggressive driving crashes". Objectives measure the success of the program. They are specific targets that are measurable and attainable in a given period of time. Some examples of program objectives are: "to increase contacts by 10%", "to reduce impaired driving related crashes by 8%", or "to increase the seat belt rate 4%".

Goal: Decrease pedestrian injuries by 15% by September 30, 2012.

#### Objectives for this goal

1. Improve pedestrian safety through transportation enhancements, Safe Routes to School, and the Hometown Streets projects.
2. Provide educational outreach and trainings to motivate a change in specific behavior that could lead to fewer injuries.
3. Analyze pedestrian crash data to determine cause, location, and type to develop programs that will reduce pedestrian crashes in the identified areas.
4. Reduce fatal and non-fatal pedestrian injuries and deaths on public roads.

PROGRAM GOALS

Please provide the goal(s) of the project as well as the program objectives. The goal(s) should be a general end result for the project. Some examples of program goals are: "reduce impaired driving crashes", "increase seat belt usage", or "decrease aggressive driving crashes". Objectives measure the success of the program. They are specific targets that are measurable and attainable in a given period of time. Some examples of program objectives are: "to increase contacts by 10%", "to reduce impaired driving related crashes by 8%", or "to increase the seat belt rate 4%".

Goal: Decrease crashes caused by young drivers and distracted drivers by 20% in ea

Objectives for this goal

1. Expand enforcement targeting young drivers / distracted drivers.
2. Implement public information and education campaigns such as the LVHN campaign to stop texting and distracted driving targeted at young drivers.
3. Promote tools for parents to teach young drivers how to drive and assess their readiness to drive.

Description of Activity cont'd

Project Evaluation

The proposed tasks will be evaluated through a variety of measurements to determine if there was any change in behavior, attitude, or knowledge. Pre and post tests will be utilized when possible (without violating IRB regulations since LVHN is a teaching hospital) to determine if there was any change in attitude.

Data will be collected from municipal police departments to determine if the crash rates for the following areas are decreasing from enforcement: DUI, aggressive driving, pedestrian, bicycle, and motorcycle rates, while seat belt use is increasing.

In addition, LVHN will use trauma registry data and mortalities to compare trends on a regular basis.

We will also look at the number of enforcement waves, checkpoints, media announcements to see if there are any changes in the injury / fatality rates based on data obtained from PennDOT.

## Description of Activity cont'd

## Agency Qualifications

Lehigh Valley Health Network (LVHN) includes three hospital facilities - two in Allentown and one in Bethlehem, Pa.; eight health centers caring for communities in four counties; numerous primary and specialty care physician practices throughout the region; pharmacy, imaging, home health services and lab services; and preferred provider services through Valley Preferred. Specialty care includes: trauma care at the region's busiest, most-experienced trauma center treating adults and children, burn care at the regional Burn Center, kidney and pancreas transplants; perinatal/neonatal, cardiac, cancer care, and neurology and complex neurosurgery capabilities including national certification as a Primary Stroke Center. Lehigh Valley Health Network has been recognized <<http://www.lvh.org/awards>> by US News & World Report for 15 consecutive years as one of America's Best Hospitals; is a national Magnet hospital for excellence in nursing; and has been honored eight straight years among the top integrated health networks in the U.S. Lehigh Valley Hospital has been selected as a National Cancer Institute Community Cancer Centers Program. Additional information is available at [lvhn.org](http://lvhn.org) <<http://lvhn.org>> and by following us on [facebook.com/LVHealthNetwork](https://www.facebook.com/LVHealthNetwork) and [twitter.com/LVHNnews](https://twitter.com/LVHNnews).

LVHN has been a partner with PennDOT's District 5-0 office for many years including on the Red Light Running Campaign, bicycle / pedestrian education and enforcement, child passenger safety, and the Lehigh Valley DUI / Highway Safety Task Force.

When the Team DUI Lehigh and Northampton County task first formed, LVHN was one of the first business partners to join the PennDOT sponsored task force by providing speakers, meeting rooms, MedEvac, invitations to the local trauma conference, etc. Today, the task force

**DescriptionActivity continued**

All areas that need continued focus through enforcement and education.

According to the NHTSA, the Click It or Ticket campaign is responsible for contributing to the highest national safety belt usage rate of 85 percent. However, unrestrained fatalities still remains the second leading cause of fatalities. It will take a combination of approaches from many resources to overcome the public's misconceptions of vehicle restraints. This is why the most effective occupant protection system is both passive and active.

Impaired driving remains a serious issue and is becoming more serious as law enforcement is being trained as drug recognition experts. In 2009, although alcohol-related crashes decreased to 12,712 from 12,752 in 2008, and alcohol related deaths decreased to 449 from 534, alcohol-related fatal crashes remain high compared to all other crashes.

According to PennDOT, "There are nearly 1.5 million licensed drivers aged 65 and older in the Commonwealth, making up 17% of Pennsylvania's driving population. Pennsylvania is the second largest state in terms of population that is 65 or older. State Data Center statistics indicate that the number of Pennsylvanians 65 and older will increase 21% by the year 2020." In the Lehigh Valley region, 15.9% of the population is age 65 and older. It is also obvious that traffic injuries are problematic for this population.

These statistics show the need to continue with highway safety initiatives in the Lehigh Valley area. Education and enforcement are essential components in reducing traffic related deaths. In efforts to implement behavioral change in the public, which ultimately will result in decreasing morbidity and mortality rates, it appears natural that the collaboration of the hospital and traffic safety divisions of both state and municipal police departments to be valuable to the counties they're serving.

Please see the attached document for Lehigh and Northampton Counties from the Lehigh Valley Health Network's Trauma Registry regarding motor vehicle related



Cover Page

Applicant Agency LEHIGH COUNTY (39000)  
Project Title Lehigh Valley Comprehensive Highway Safety Project  
Sponsoring Grant Agency (if applicable) County of Lehigh  
Person who prepared this application William McQuilken  
SAP Billing Code 000

Please describe the project or task force in general and the success or results or previous grants. Provide information on the population and demographics or the area involved in the project, etc.

Also explain partnerships within the task force or project (i.e., working with PSP and other local departments.) In addition, provide information on the training experiences and needs in SFST and PennDOT checkpoint training.

ACTIVITY PAGE

Name Enforcement Workshops

Projected Number 2

Description/Measurement

Contact police departments at least twice per year to encourage officers to attend educational workshops or meetings pertaining to alcohol deterrence - SFST classes, DRE classes.

ACTIVITY PAGE

Name DUI Deterrence Programs

Projected Number 7

Description/Measurement

1. Interact with the seven Lehigh Valley Alcohol Highway Safety Program coordinators and provide them with materials as needed to educate impaired drivers in an effort to reduce additional DUI offenses.
2. Interact where possible with the county Drug and alcohol programs to build new partnerships and to provide materials where needed.
3. Analyze the data from the Alcohol Highway Safety Program to determine recidivism rate and offer suggestions to reduce that rate.

ACTIVITY PAGE

Name Community Partners

Projected Number 2

Description/Measurement

Collaborate with SADD, the Lehigh VALley DUI / Highway Safety Task Force, and the county Drug and alcohol agencies to develop strategies and promote the message about preventing impaired driving and underage drinking.

ACTIVITY PAGE

Name Judicial Outreach

Projected Number 10

Description/Measurement

Collaborate and work with the Buckle Up PA, Drive Safe PA, and DUI LEL to provide educational information and crash statistics to local magistrates in the Lehigh Valley at least once a year upon request.

ACTIVITY PAGE

Name Enforcement Outreach

Projected Number 3

Description/Measurement

Provide educational materials sent to the Comprehensive Highway Safety Coordinator by PennDOT for each of the participating Drive Save PA police departments.

ACTIVITY PAGE

Name College Outreach

Projected Number 1

Description/Measurement

Reach out to the Colleges and Universities in the Lehigh Valley area  
at least once a year to promote safe driving.

ACTIVITY PAGE

Name Safety Town

Projected Number 13

Description/Measurement

Continue to offer the Lehigh Valley Health Network Safety Town program to elementary schools which has a focus area on seat belts, booster seats, and airbags.



ACTIVITY PAGE

Name Judicial Outreach

Projected Number 10

Description/Measurement

Collaborate and work with the Buckle Up PA, Drive Safe PA, and DUI LEL to provide educational information and crash statistics to local magistrates in the Lehigh Valley at least once a year upon request.

ACTIVITY PAGE

Name Enforcement Outreach

Projected Number 2

Description/Measurement

Provide educational materials sent to the Comprehensive Highway Safety Coordinator by PennDOT for each of the participating Buckle Up PA police departments

ACTIVITY PAGE

Name Judicial Outreach

Projected Number 10

Description/Measurement

Collaborate and work with the Buckle Up PA, Drive Safe PA, and DUI LEL to provide educational information and crash statistics to local magistrates in all three counties at least once a year upon request.

ACTIVITY PAGE

Name Child Safety Seat Inspections

Projected Number 1

Description/Measurement

1. Collaborate with local law enforcement, business, and community groups as was done in the past to conduct child safety seat inspections at least eight times per year.
  
2. Analyze the child safety seat inspection data for correct use and compare the numbers from year to year to measure effectiveness.
  
3. In addition, Lehigh Valley Health Network will continue to offer child passenger safety outreach, trainings, and car seat checks as an institution to assist the highway safety program and the PA Traffic Injury Prevention Project as a way to reduce pediatric traumas.
  
4. This number is in line with the District 5 Safety Plan, Safety Press Officer Planned Activities of State Fiscal Year 2011 - 2012.

ACTIVITY PAGE

Name Improving Bicycle / Pedestrian Safety

Projected Number 1

Description/Measurement

Collaborate with Safety Press Officer to coordinate activities and a media event at least one time a year. Topics including but not limited to properly riding a bicycle, wearing proper gear, using hand signals, using a properly working bicycle according to the Motor Vehicle Code, and pedestrian walkability issues.

This number is in line with the District 5 Safety Plan, Safety Press Officer Planned Activities of State Fiscal Year 2011 - 2012.

ACTIVITY PAGE

Name Coordinate with SPO

Projected Number 1

Description/Measurement

Collaborate with Safety Press Officer to coordinate activities and a media event at least one time a year. Topics including but not limited to bicycling rules of the road, shared lane markers, bicycle helmet use, and sharing the road with motorists.

This number is in line with the District 5 Safety Plan, Safety Press Officer Planned Activities of State Fiscal Year 2011 - 2012.

ACTIVITY PAGE

Name Enforcement Outreach

Projected Number 3

Description/Measurement

1. Encourage the PA State Police's Motor Carrier Enforcement officers to educate local police on what violations to look for when pulling over a heavy truck and when it is necessary to call in a motor carrier enforcement officer.
2. Encourage heavy truck enforcement officers to expand highway corridors in order to enhance enforcement in addition to collaborating with other police departments or the PA State Police's Motor Carrier Enforcement Team.

ACTIVITY PAGE

Name Community Partners

Projected Number 3

Description/Measurement

Collaborate with heavy truck enforcement officers to educate businesses who are routinely out of compliance with the proper safety mechanisms of heavy trucks.



ACTIVITY PAGE

Name Pedestrian Channeling Devices

Projected Number 6

Description/Measurement

Work with municipalities (their law enforcement agency) in the two county area to contact the PennDOT District Office to deploy Pedestrian channeling devices throughout the community if needed and replace those that are broken or are not in good condition.

ACTIVITY PAGE

Name Community Outreach

Projected Number 6

Description/Measurement

Participate in any pedestrian stings being offered in the community to increase compliance of yielding to pedestrians in a cross walk.

ACTIVITY PAGE

Name Enforcement Outreach

Projected Number 2

Description/Measurement

Request crash data reports from PennDOT for police departments in Lehigh and Northampton Counties at least once a year for the Comprehensive Highway Safety Coordinator to review and analyze crash trends, any changes - increases or decreases so law enforcement can coordinate enforcement activities based on the data.

Work with PennDOT and law enforcement to see if environmental changes are necessary or targeted enforcement (aggressive driving / DUI) based on the crash statistics.

ACTIVITY PAGE

Name Community Partners

Projected Number 1

Description/Measurement

Collaborate in the Lehigh Valley with the Lehigh Valley DUI / Highway Safety Task Force to implement a motorcycle awareness campaign or event to include but not limited to aggressive motorcycles, DUI, safety equipment, and conflicts between motorcycles and motor vehicles.

ACTIVITY PAGE

Name Simulator Project

Projected Number 4

Description/Measurement

Lehigh Valley Health Network was awarded \$35,000 to purchase up to 3 driving simulators that teach about distracted driving (cell phone) and DUI. These simulators will be in operation by the time of this proposed grant. The simulators will be offered to local high schools free of charge to raise the awareness about distracted driving and DUI. The Comprehensive Highway Safety Program will be allowed to participate with the events or use the simulators to coordinate their own events.

ACTIVITY PAGE

Name Community Outreach

Projected Number 4

Description/Measurement

1. Collaborate with existing driver education programs in the community to incorporate "no zone" into their curriculum.
2. Continue to educate on safe driving for young drivers.
3. Collaborate with high schools and businesses to continue to receive the LVHN distracted driver program for their students

ACTIVITY PAGE

Name Senior Programs

Projected Number 2

Description/Measurement

Collaborate with local agencies on aging, AAP, AARP, NSC, and PA TIPP to coordinate and promote highway safety activities and training courses.

RESOLUTION

BE IT RESOLVED, by authority of the \_\_\_\_\_  
(Name of governing body)  
\_\_\_\_\_ of the \_\_\_\_\_,  
(Name of Municipality)  
\_\_\_\_\_ County, and it is hereby resolved by authority  
of the same, that the \_\_\_\_\_ of said Municipality,  
(designate official title)  
Authority be authorized and directed to sign the attached grant on its  
behalf.

ATTEST

\_\_\_\_\_  
(Name of Municipality)

\_\_\_\_\_  
(Signature and designation  
of official title)

By: \_\_\_\_\_  
(Signature and designation  
of official title)

\_\_\_\_\_  
Print or type above name and  
title

\_\_\_\_\_  
Print or type above name and  
title

(SEAL)

I, \_\_\_\_\_,  
(Name) \_\_\_\_\_ (Official title)  
of the \_\_\_\_\_, do hereby certify that  
(Name of governing body or municipality)

the foregoing is a true and correct copy of the Resolution adopted at  
a regular meeting of the \_\_\_\_\_,  
(Name of governing body)

held the \_\_\_\_\_ day of \_\_\_\_\_, 20 .

DATE: \_\_\_\_\_, 20

\_\_\_\_\_  
(Signature and designation  
of official title)

\_\_\_\_\_  
Print or type above name/title



7. No profits may be gained under this grant.
8. Section 4, effective dates, of the grant face will be completed by the Bureau of Highway Safety and Traffic Engineering upon receipt of all approval signatures.
9. Quarterly and Performance Measurement reports will be required on this project. The grantee will be notified when the reports are due. Failure to submit Quarterly Reports when requested may result in suspension of funds and/or cancellation of the grant.
10. This grant agreement is subject to audit by Federal and State agencies or their authorized representatives in accordance with conditions indicated in Exhibit C, Federal Audit Clause.
11. If this grant agreement is to be funded either partially or completely by Federal funds, it may be terminated by the Commonwealth if Federal funds are not provided to the Commonwealth for the purpose of the grant agreement. The Commonwealth shall also have the right to terminate this grant immediately upon written notice to the grantee for any or all of the following reasons:
  - a. Commonwealth abandonment or postponement of the grant;
  - b. Default (inadequate performance or non-performance by the grantee as determined by the Commonwealth);
  - c. Non-availability of funds; or
  - d. Convenience of the Commonwealth.

Any such termination shall be effected by delivery to the grantee of a Notice of Termination specifying the reason for termination and the date such termination is to be effective. The grantee shall be compensated for satisfactory work performed or for services that were provided in compliance with the grant agreement prior to the date of Notice of Termination, or as stated therein. In addition, grant termination could result in the return of Federally-funded items.

12. The Commonwealth shall have the right to review, inspect and approve all work performed under this grant.

subsequent to the completion of the audit shall not be effected until the accounting information has been reviewed and determined to be valid through the appropriate Department process.

18. Federal laws prohibiting lobbying are applicable to this project.
19. Grantee shall purchase and maintain, at its expense, during the term of this grant and any renewals or extensions thereof, the following types of insurance issued by companies acceptable to the Commonwealth:
  - a. Workmen's compensation insurance sufficient to cover all of the employees of the grantee working to fulfill this grant, as required by the laws of the Commonwealth.
  - b. Comprehensive general liability insurance, property damage insurance, and, where appropriate, automobile liability insurance. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage.
  - c. These policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverages afforded thereunder shall not be cancelled or changed unless at least thirty (30) days' prior written notice has been given to the Commonwealth. They shall be occurrence-based: In instances where the grantee maintains claims-based insurance, the grantee also agrees to maintain insurance in amounts and types specified above and naming the Commonwealth as an additional insured for a period of two years after the date of termination of this grant.
  - d. Prior to commencement of work under this grant, the grantee must provide the Commonwealth with current certificates of insurance showing the required coverages and provisions.

If the grantee is self-insured, the grantee must provide written certification to the Commonwealth that it is self-insured, including the identification number of its exemption from the Commonwealth's Department of Labor and Industry, in lieu of providing certificates of insurance.

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

25. Fringe benefit reimbursement will be based on actual costs as evidence on payroll vouchers.
26. All out-of-state travel must be approved by the Bureau of Highway Safety and Traffic Engineering.
27. Mileage, lodging, and subsistence costs shall not exceed state rates.
28. Attendance at training, workshops, conferences, etc., must be approved by the Bureau of Highway Safety and Traffic Engineering. Attendance at statewide PennDOT sponsored grantee planning conferences is required unless prior approval is given for absence by the Bureau of Highway Safety and Traffic Engineering.
29. Any personnel funded as part of this program must wear a safety belt at all times when operating or riding as a passenger in a motor vehicle.
30. The grantee will be required to submit an estimated percentage of personnel and other costs associated with each safety initiative outlined in the grant at the end of the grant period.
31. The Department reserves the right to approve all personnel funded as part of this grant agreement.
32. The grantee agrees to utilize the PennDOT grants management system, dotGrants, for all administrative interactions of this grant.
33. The grantee is required to have the following form approved and on file to utilize the PennDOT grants management system, dotGrants:
  - a. "Agreement to Authorize Electronic Access to PennDOT Systems (Political Subdivision)" for the dotGrants system, form OGC no. 18-K-2870.
34. The grantee is required to participate in the Automated Clearing House (ACH) Network as mandated by Commonwealth Management Directive 310.30 Amended. ACH is the Commonwealth direct deposit method for payments.
35. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Grant Agreement. Therefore, it is subject

DISPOSITION INSTRUCTIONS

The recipient of equipment obtained through Highway Safety Federal funds is responsible for compliance with 49 CFR 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments". This provides standards for utilization and disposition of Federally funded property.

Generally, the recipient must utilize and account for the equipment until time as the need for the item(s) no longer exists or the item(s) is no longer functional. The Bureau of Highway Safety and Traffic Engineering must be informed when this occurs. Disposition instructions should be requested for all highway safety funded equipment with a unit cost of \$5,000.00 or more which is being removed from its intended function. These instructions are general guidelines for your information and guidance.

For additional information please contact:

Bureau of Highway Safety and Traffic Engineering  
Safety Management Division  
Program Services Section  
400 North Street, Sixth Floor  
PO Box 2047  
Harrisburg, PA 17105-2047  
(717) 787-6853

OWNERSHIP

All equipment and supplies obtained through participation in the Highway Safety Program (Federal 402 or 410 funds) are the property of the grantee; i.e., the local political subdivision or state.

TITLE

All vehicle titles must be in the name of the appropriate political subdivision (Grantee) and remain "clear", free of liens and encumbrances.

USAGE

The grantee may assign responsibility including maintenance, operational and repair costs to any qualified agency or organization by means of the following:

- a. Formal Lease Agreement - \$1.00/year (usually vehicles)
- b. Memo Agreement

This action should be evidenced in official meeting records.

RECORDS

FEDERAL AUDIT CLAUSE

GRANTEE: LEHIGH COUNTY (39000)

AUDIT CLAUSE TO BE USED IN AGREEMENTS WITH SUBRECIPIENTS RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH AUDIT REQUIREMENTS.

The Grantee must comply with all federal and state audit requirements including: the *Single Audit Act, as amended, 31 U. S. C. 7501 et. seq.*; Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations, as amended*; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government.

If the Grantee is a local government or non-profit organization and expends total federal awards of \$500,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the Grantee is required to have an audit made in accordance with the provisions of OMB Circular A-133.

If the Grantee expends total federal awards of less than \$500,000 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state funds which supplement such awards, and to provide access to such records by federal and state agencies or their designees.

SUBMISSION OF AUDIT INFORMATION TO THE COMMONWEALTH.

The Grantee must submit copies of the audit report package to the Commonwealth, which shall include:

1. Data Collection Form.
2. Financial statements and schedule of expenditures of federal awards.
3. Auditor's reports on the financial statements and schedule of expenditures of federal awards, internal control and compliance as well as a schedule of findings and questioned costs.
4. Summary schedule of prior audit findings.
5. Corrective action plan.
6. Management letter comments.

The number of copies to be submitted shall equal one for the Bureau of Audits (archival copy) plus one for each Commonwealth agency which provided federal pass-through awards to the entity, as reflected in the entity's Schedule of Expenditures of Federal Awards. The audit report package should be submitted to the:

FEDERAL NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY CLAUSES  
(All Federal Aid Contracts)\*

1. Selection of Labor:

During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession of territory of the United States.

2. Employment Practices:

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the said labor union or workers representative of the contractors commitments under section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the contractors noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or part and the contractor may be declared ineligible for further Government contracts of Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965,

*\*Not to be used if otherwise included in Construction of Appalachian Contract Provisions*

(Over)

CC-4297 (1-97)

is in the exclusive possession of another who fails or refuses to furnish this information. The contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the contractor under the contract until the contractor complies, and/or

(2) cancellation, termination or suspension of the contract, or whole or in part.

f. Incorporation of Provisions: The contractor shall include the provision of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigations with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department to enter into such litigation to protect the interests of the State,

Exhibit D

and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

*Wherever hereinabove the word Acontractor is used, it shall also include the word engineer, consultant, researcher, or other entity (governmental, corporate, or otherwise), its successors and assigns as may be appropriate.*



## CONTRACTOR INTEGRITY PROVISIONS

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

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract.

- (2) attempting to obtain; or
- (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
  - a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
  - b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
- c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- d. "Financial interest" means:
  - (1) Ownership of more than a five percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

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

i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant To 31 U.S.C. 1352

(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <p>For Material Change Only:</p> year _____ quarter _____ date of last report _____
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <p style="margin-left: 40px;">Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a): (last name, first name, MI):</p>	
<p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____    <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ <p style="margin-left: 40px;">value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____    Date: _____		Authorized for Local Reproduction Standard Form - LLL

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SSF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**APPENDIX B  
COMPENSATION**

The total amount of the grant award is \$93,101.80. Payment shall be made based on an approved cost incurred basis as indicated in the attached grant agreement (Exhibit A-1 to Appendix A).

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

Pursuant to the conditions of the grant agreement with the Commonwealth of Pennsylvania, Exhibit B, paragraph 19, PROVIDER shall name the Commonwealth as an additional insured.