Bethlehem Area School District
Shaping the future. One child at a time.

# MEMORANDUM

**December 6, 2013**

**TO:** **BOARD OF SCHOOL DIRECTORS**

**FROM:** **STACY M. GOBER, BOARD SECRETARY**

**SUBJECT:** **REGULAR MONTHLY MEETING – December 9, 2013**

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The Regular Monthly Meeting of the Board of School Directors of the Bethlehem Area School District will be held on ***Monday, December 9, 2013, at 7:00 p.m. in the Auditorium of East Hills Middle School, 2005 Chester Avenue, Bethlehem, PA 18020.*** The agenda is attached.

SMG:bac
Attachments
pc: Dr. Roy

**BETHLEHEM AREA SCHOOL DISTRICT**
**Bethlehem, Pennsylvania**

MISSION STATEMENT

*The Bethlehem Area School District, in partnership with the home and community, is committed to providing a safe and supportive environment in which each student will attain the knowledge, skills, and attitudes necessary to become a productive citizen and lifelong learner in our technologically demanding and culturally diverse society.*

# A G E N D A
## REGULAR MEETING – December 9, 2013

1. Roll Call

2. Pledge of Allegiance

3. Silent Meditation

4. Student Recognition

5. Courtesy of the Floor to Visitors (30 minutes allowed)

6. Reports of Student Representatives

7. Approval of Minutes
   *November 18, 2013 – Regular Board Meeting Minutes*
   *December 2, 2013 – Reorganization Meeting Minutes*
   *December 2, 2013 – Board Interview Meeting Minutes*

8. Approval of Committee Minutes
   *December 2, 2013 – Board Combined Committee Meeting*

9. Financial Report/Payment of Bills
   *Budgetary Transfers – Page 16*
   *Monthly Bills – Page 17*

10. President's Communication/Special Meetings

11. Superintendent's Report/Federal Program Update

12. Unfinished Business – *Appointment to Fill Board Vacancy and Swearing in of New Board Member*

13. Recommendations of the Administration

14. Reports of Committees

15. New and Miscellaneous Business

16. Courtesy of the Floor to Visitors (30 minutes allowed)

17. Open Forum

18. Adjournment

BETHLEHEM AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS
REGULAR BOARD MEETING

The Regular Meeting of the Board of School Directors of the Bethlehem Area School District was held on Monday, December 9, 2013, at 7:00 p.m. in the Auditorium of East Hills Middle School, 2005 Chester Road, Bethlehem, PA 18017.

President Faccinetto asked for the Roll Call by the Board Secretary: — ROLL CALL

Members present: Director Basilio Bonilla, Director Michele Cann, Director Eugene McKeon, Director Rogelio Ortiz, Director Shannon Patrick, Director Angela Sinkler, Director Sudantha Vidanage and President Michael Faccinetto – 8

Members absent - None

Others present: Dr. Joseph Roy, Superintendent of Schools; Stacy Gober, Board Secretary; Attorney Donald Spry, Solicitor; administrators, members of the press and other interested citizens and staff members.

The Pledge of Allegiance was recited by all those present. — PLEDGE OF ALLEGIANCE

President Faccinetto requested a moment of Silent Meditation. — MOMENT OF SILENT MEDITATION

President Faccinetto indicated that there is no Student Recognition this evening. — STUDENT RECOGNITION

President Faccinetto offered Courtesy of the Floor to visitors. Speakers are asked to come to the podium, stating their name and address. The first Courtesy of the Floor will pertain to matters on the Board agenda. The second Courtesy of the Floor will deal with matters pertaining to school district business. Speakers are limited to five (5) minutes each unless extended at the discretion of the Board President. The Board requests that, when possible, all individuals supporting a like position on a topic select a speaker to present their views to avoid repetition. If that is not possible, all are welcome to speak. As per school board policy, generally, speakers are limited to taxpayers, residents, or employees of this school district. At the conclusion of the School Board Meeting, another block of time will be allocated for public comment. At that time, the same rules will apply. It is asked that speakers observe proper decorum, without personal attacks towards a specific individual or individuals. It is not the custom for the Board to enter into a dialogue at these meetings about concerns. However, the Board does listen with care to issues raised. Speakers will receive responses, in some form, by the Administration. — COURTESY OF THE FLOOR TO VISITORS

None

Michael Samuelson – Freedom High School Student Board Representative – Mr. Samuelson stated that the fundraisers for the annual BASD Mini-thon have been proven to be very popular and successful as highlighted by the "No Shave November" between male teachers which concluded last week. Mr. Safranek won the fundraiser by attracting corporate sponsorship for his beard bringing in $10,000 for the Four Diamonds Foundation to fight pediatric cancer. He has also agreed to dye it pink before shaving it off. Another charitable event is the annual Keystone Miller blood drive and is scheduled for December 20. The girls' and boys' basketball — REPORTS OF THE STUDENT REPRESENTATIVES

teams opened their season on Saturday both having wins over Whitehall. Auditions are being held this week for the spring musical, *Crazy for You*, which will be held April 2-6. Finally, the Scholastic Scrimmage team won today over Nazareth in the Lehigh Valley Conference Eastern Division semifinals before a narrow five (5) point loss to Liberty in the Eastern title match. As the runner up, the team will compete next Monday for the bronze medal in the Lehigh Valley Conference Scholastic Scrimmage All League Championships.

Emma Ellick-Frank – Liberty High School Student Board Representative – Ms. Ellick-Frank stated that December is a month that buzzes with activities and festivities at Liberty. The theatre performed *A Christmas Carol* yesterday and was a huge success. Liberty was also host to a Winter Art Show in the art gallery. A new exhibit this year came from a photography class. On November 22, Liberty hosted a Puerto Rican Heritage luncheon in celebration of diversity and culture. This Friday, the Student Government will be having their annual Senior Citizen luncheon and then will be followed by a winter concert. Both the Student Government and the National Honor Society are helping families in need such as buying Christmas presents for local children and delivering meals on December 23. The community service organization just concluded with a successful Coat Drive and will be having the first of three blood drives in Memorial gym on Friday. Despite all of the festivities, the Mini-thon continues to make strides towards the overall event this April. A mini-mini thon has been scheduled at Governor Wolf Elementary School in an effort to include as many District students as possible and to spread awareness of pediatric cancer. December is a busy month for seniors to apply to colleges. Early acceptances are this Friday. On December 5, parents were invited to attend Financial Aid Night. Additionally, Liberty has "Careers of the Month" and November included careers in English and December focuses on opportunities in business. Winter sports have kicked off to a great start this weekend with boys' and girls' basketball, rifle, and swimming. Two (2) senior field hockey players were recognized; Kali Shumock was rated first at the team all conference, and Taylor Kane receiving an honorable mention. Congratulations to the Scholastic Scrimmage team on their victory over Freedom. The Liberty Grenadier Marching Band will be leaving on December 28 for the Rose Parade in California.

APPROVAL OF MINUTES

President Faccinetto asked for a motion to approve the minutes for the November 18, 2013, Regular Board Meeting; December 2, 2013, Board Reorganization Meeting; December 2, 2013, Board Interviews for Region 2 Vacancy.

MOTION TO ACCEPT MINUTES

Director Bonilla made a motion to approve the Board meeting minutes. Director McKeon seconded the motion.

VOICE VOTE TO ACCEPT MINUTES

President Faccinetto asked if there was any discussion regarding the minutes. Seeing none, he called for a voice vote to accept the minutes for the November 18, 2013, Regular Board Meeting; December 2, 2013, Board Reorganization Meeting; December 2, 2013, Board Interviews for Region 2 Vacancy.

Motion passes 8-0

APPROVAL OF COMMITTEE MINUTES

President Faccinetto asked for a motion to approve the minutes for the December 2, 2013, Board Combined Committee Meeting.

MOTION TO ACCEPT COMMITTEE MINUTES

Director Patrick made a motion to approve the Committee meeting minutes. Director McKeon seconded the motion.

VOICE VOTE TO ACCEPT MINUTES

President Faccinetto asked if there was any discussion regarding the minutes. Seeing none, he called for a voice vote to accept the minutes for the December 2, 2013, Board Combined Committee Meeting.

Motion passes 8-0

FINANCIAL REPORTS/ PAYMENT OF BILLS

President Faccinetto asked Director McKeon to make a motion to approve the Financial Reports/Payment of Bills as follows: Budgetary Transfers (Page 16); and Monthly Bills (Page 17).

MOTION TO ACCEPT FINANCIAL REPORT/PAYMENT OF BILLS

Director McKeon made a motion to approve the Financial Reports/Payment of Bills. Director Patrick seconded the motion.

President Faccinetto asked if there was any discussion. Seeing none, he asked for a roll call vote on the Financial Reports/Payment of Bills.

ROLL CALL VOTE

Yes – Directors Cann, McKeon, Ortiz, Patrick, Sinkler, Vidanage, Bonilla and President Faccinetto

Motions pass 8-0

PRESIDENT'S COMMUNICATIONS

President Faccinetto stated that the Board had an Executive Session prior to tonight's meeting where personnel, litigation, and contract negotiation were discussed.

SUPERINTENDENT'S REPORT

Dr. Roy stated that he did not have a report for this evening.

UNFINISHED BUSINESS – APPOINTMENT TO FILL BOARD VACANCY AND SWEARING IN OF NEW BOARD MEMBER

President Faccinetto stated that the Board has an item listed under Unfinished Business which pertains to the appointment to fill the Board vacancy for Region 2. He will call for nominations of any of the four (4) candidates that were interviewed last Monday. To be considered for a vote, the candidate must receive a first and a second nomination. After the nominations, there will be a roll call vote, and the Board members will indicate which candidate they wish to vote for. A candidate must receive five (5) votes to be seated on the Board. If no candidate receives five (5) votes, the candidate with the fewest will be dropped, and the Board will vote again.

<u>Nominations</u>

Director Bonilla made a motion to nominate Mr. Craig Neiman and was seconded by Director Vidanage.

Director McKeon made a motion to nominate Mr. Russell D'Entrone and was seconded by Director Cann.

Director Patrick made a motion to nominate Mr. Jason Fetterman and was seconded by President Faccinetto.

President Faccinetto asked if there were any other nominations. Seeing none, he called for a roll call vote and each Board member must indicate the person they are appointing.

Director Bonilla nominates Mr. Neiman
Director Cann nominates Mr. D'Entrone
Director McKeon nominates Mr. D'Entrone
Director Ortiz nominates Mr. Neiman
Director Patrick nominates Mr. Fetterman

Director Sinkler nominates Mr. Neiman
Director Vidanage nominates Mr. Neiman
President Faccinetto nominates Mr. Fetterman

Mr. D'Entrone received two (2) votes, Mr. Neiman received four (4) votes, and Mr. Fetterman received two (2) votes.

President Faccinetto indicated that five (5) votes are needed and since both were tied, the Board will vote again for all three (3) candidates. He asked for a roll call vote again.

Director Bonilla nominates Mr. Neiman
Director Cann nominates Mr. D'Entrone
President Faccinetto nominates Mr. Neiman
Director McKeon nominates Mr. D'Entrone
Director Ortiz nominates Mr. Neiman
Director Patrick nominates Mr. Fetterman
Director Sinkler nominates Mr. Neiman
Director Vidanage nominates Mr. Neiman

Mr. D'Entrone received two (2) votes, Mr. Neiman received five (5) votes, and Mr. Fetterman received one (1) vote.

President Faccinetto indicated Mr. Neiman has been appointed to fill the Region 2 Board vacancy and asked him to come forward. Judge Stephen Baratta, President Judge of Northampton County Court House will administer the Oath to Mr. Neiman. Please raise your right hand and repeat after me: I, Craig Neiman, do solemnly swear and/or affirm that I will support, obey and defend the Constitution of the United States and the Constitution of this Commonwealth, and that I will discharge the duties of my office with fidelity.

President Faccinetto thanked all four (4) candidates that applied for the Board vacancy.

RECOMMENDATIONS OF THE ADMINISTRATION

President Faccinetto stated that since there was one (1) Combined Board Committee Meeting last week, all the agenda items will be acted on together. He asked for a motion to approve Agenda Items 1 through 16.

MOTION TO APPROVE AGENDA ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16

Director McKeon made a motion to approve Agenda Items 1 through 16. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 1 through 16.

ROLL CALL VOTE AGENDA ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16

Yes – Directors Bonilla, Cann, McKeon, Ortiz, Patrick, Sinkler, Vidanage and President Faccinetto

Abstention – Director Neiman

Motions pass 8-0-1

Dr. Roy introduced and welcomed Jane Fischer as the new Human Resources Manager.

COMMITTEE REPORTS

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL COMMITTEE: Director Patrick stated that the Board met last week where personnel, subdivision development, and heating issues affecting the Annex were discussed. Mr. Gogel from Northampton School District took the role as President. Mr. Bonilla took the role as Vice President.

NORTHAMPTON COMMUNITY COLLEGE – Mrs. Leeson stated that the Trustees met last Thursday, December 5. They had a two-day Board retreat. During the retreat, they did a self-evaluation and it was very productive. They agreed to eight (8) contracts which are related to the Monroe project. Residence Hall 3 has received final approval from the Township and will be started in the spring. This is not funded from tax dollars; it is funded through the Foundation. The volleyball team went to Nationals and is ranked 5th in the nation. Two months ago, she shared some information about the athletic program. To remind everyone, not only are they successful athletically, the student athletes have also raised their academic performance considerably over the last couple of years and they are on goal to reach 100 percent participation in community service.

COLONIAL INTERMEDIATE UNIT 20 – Director McKeon stated that the meeting is next Wednesday.

SUPERINTENDENT'S DIVERSITY COMMITTEE – Director Bonilla stated the next meeting is December 12.

NEW OR MISCELLANEOUS BUSINESS

President Faccinetto asked if there was any New or Miscellaneous Business.

None

COURTESY OF THE FLOOR

President Faccinetto asked if there was anyone who would like to speak at Courtesy of the Floor.

Stephen Antalics (737 Ridge Street, Bethlehem) – Mr. Antalics asked the Administration to check if this sets the record for School Board Meetings.

Jack Toy (621 Main Street, Bethlehem) – Mr. Toy wished the Board a Happy Holiday! He wanted to speak about an article that was in the Express Times written by Sara Satullo on issues regarding Brandon Silk and the charter school. The reply from Dr. Roy was on the money. Mr. Silk has a strange allergy, and he is obviously not happy in the cyber school and so we are suppose to change the world so that he can come back into the public school. As a taxpayer, this is getting old. In Dr. Roy's response to Mrs. Silk, he spoke about the unenforceability of it, and he spoke of the law that is being proposed by Hahn as another unfunded mandate. That is exactly what it is; it will cost the taxpayers more money to try to do something for one (1) child. He feels sorry for the child, but you cannot let one (1) isolated situation dictate a whole total change in the protocol or demeanor of the school. We had a one mill tax increase this year to put in full-day Kindergarten in all the schools, and that was the right thing to do, but we cannot continue to add on. We know that these charter schools cost us $10 million over and above what we get reimbursed. The Lehigh Valley Academy has a 200 day school year and we have buses out on the street for three or four students for an additional 15 days a year. He was pleased with Dr. Roy's response. His last comment for this evening is in regard to parental involvement, and per the article, the charter school is looking at community service and parental involvement. While he was on a charter school board, he was asked what he felt about parental involvement, and he responded that involvement is one

thing, interference is another. After four (4) years on the Board, there was a majority on the Board that were parents and that was the end of the Board. It did not make any difference how much money they spent so they did not have to refund money back to the schools that pay to send the students there. In the next calendar year do everything you can not to raise taxes again.

OPEN FORUM

President Faccinetto asked if there was any item to be discussed under Open Forum.

None

ADJOURNMENT

President Faccinetto asked for a motion for Adjournment. Director Patrick made a motion and was seconded by Director Bonilla. The meeting adjourned at 7:26 p.m. President Faccinetto indicated that the Charter School Hearing for the Advanced Military Aerospace Science Academy Charter School will begin in five (5) minutes.

Attest,

Stacy M. Gober
Board Secretary

SMG:dlm

**UNFINISHED BUSINESS – December 9, 2013**

## *Appointment to Fill Board Vacancy*

**INFORMATION:**

At the December 2, 2013, Board Reorganization Meeting, a Board vacancy occurred as Director Patrick had won both the At Large seat and the Region 2 seat in the recent elections held on November 5, 2013. Director Patrick announced that she would take the At Large seat on the Board, which opened up a vacancy for the Region 2 seat.

On November 12, 2013, a Notice was advertised in the local newspapers indicating that the Board of School Directors for the Bethlehem Area School District was seeking applicants for an "anticipated" vacancy on the Board for Region 2 (consisting of Bethlehem City, Northampton County Wards 7, 8, 9-1, 9-2, 9-3, 14-1, 15-1, Lehigh County Wards 11, 12-1, 12-2, 13-2, 13-3, 13-4, 13-5, 13-6, 13-7, 13-8, and Hanover Township).

On December 2, 2013, following the Board Reorganization Meeting and Combined Board Committee Meeting, public interviews were conducted. The following four (4) candidates were interviewed:

1. Russell D'Entrone
2. Jason Fetterman
3. Craig Neiman
4. Randolph Toman

**RECOMMENDATION:**

That the Board of School Directors appoints Mr. Craig Neiman as the School Director for Region 2 and serve until the term ends the first Monday in December 2015.

Unfinished Business

President Faccinetto stated that the Board has an item listed under Unfinished Business which pertains to the appointment to fill the Board vacancy for Region 2. He will call for nominations of any of the four (4) candidates that were interviewed last Monday. To be considered for a vote, the candidate must receive a first and a second nomination. After the nominations, there will be a roll call vote, and the Board members will indicate which candidate they wish to vote for. A candidate must receive five (5) votes to be seated on the Board. If no candidate receives five (5) votes, the candidate with the fewest will be dropped, and the Board will vote again.

Nominations

Director Bonilla made a motion to nominate Mr. Craig Neiman and was seconded by Director Vidanage.

Director McKeon made a motion to nominate Mr. Russell D'Entrone and was seconded by Director Cann.

Director Patrick made a motion to nominate Mr. Jason Fetterman and was seconded by President Faccinetto.

President Faccinetto asked if there were any other nominations. Seeing none, he called for a roll call vote and each Board member must indicate the person they are appointing.

Director Bonilla nominates Mr. Neiman
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Director McKeon nominates Mr. D'Entrone
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Director Patrick nominates Mr. Fetterman

Director Sinkler nominates Mr. Neiman
Director Vidanage nominates Mr. Neiman
President Faccinetto nominates Mr. Fetterman

Mr. D'Entrone received two (2) votes, Mr. Neiman received four (4) votes, and Mr. Fetterman received two (2) votes.

President Faccinetto indicated that five (5) votes are needed and since both were tied, the Board will vote again for all three (3) candidates. He asked for a roll call vote again.

Director Bonilla nominates Mr. Neiman
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Director McKeon nominates Mr. D'Entrone
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Director Patrick nominates Mr. Fetterman
Director Sinkler nominates Mr. Neiman
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Mr. D'Entrone received two (2) votes, Mr. Neiman received five (5) votes, and Mr. Fetterman received one (1) vote.

President Faccinetto indicated Mr. Neiman has been appointed to fill the Region 2 Board vacancy and asked him to come forward. Judge Stephen Baratta, President Judge of Northampton County Court House will administer the Oath to Mr. Neiman. Please raise your right hand and repeat after me: I, Craig Neiman, do solemnly swear and/or affirm that I will support, obey and defend the Constitution of the United States and the Constitution of this Commonwealth, and that I will discharge the duties of my office with fidelity.

President Faccinetto thanked all four (4) candidates that applied for the Board vacancy.

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## 1. *Waivers*

**INFORMATION:**

The Board of School Directors of the Bethlehem Area School District have received and reviewed the following Waivers of Expulsion Hearing and Stipulation regarding misconduct by students in violation of District Policy 233.

**RECOMMENDATION:**

That the Board of School of School Directors adopts the waivers relating to Student Numbers 0969344, 1009983, and 1017290.

Combined Committee Items

President Faccinetto stated that since there was one (1) Combined Board Committee Meeting last week, all the agenda items will be acted on together. He asked for a motion to approve Agenda Items 1 through 16.

Director McKeon made a motion to approve Agenda Items 1 through 16. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 1 through 16.

Yes – Directors Bonilla, Cann, McKeon, Ortiz, Patrick, Sinkler, Vidanage and President Faccinetto

Abstention – Director Neiman

Motions pass 8-0-1

Dr. Roy introduced and welcomed Jane Fischer as the new Human Resources Manager.

## 2. *Field Trips/Athletic Trips*

**RECOMMENDATION:**

*Staff Attendance*

| | | | |
|---|---|---|---|
| 1. | Andrew Lynn<br>Mike Moran<br>Assistant Principal TBA | April 16-19, 2014<br>(100 Freedom High School Students)<br>FHS Trip to Boston Symphony<br>Boston, Massachusetts | $0.00 |
| | | All expenses will be fundraised. | |
| 2. | Christy Davis<br>Amy Fields<br>Mike Moran<br>Mark Sawicki | May 9-10, 2014<br>(177 East Hills Middle School Students)<br>East Hills Band and Orchestra Trip to Pittsburgh<br>Pittsburgh, Pennsylvania | $0.00 |
| | | All expenses will be fundraised. | |
| 3. | Andrew Sak<br>Jennifer Volpato | May 9-11, 2014<br>(98 Freedom High School Students)<br>FHS Choir Trip to Washington D.C.<br>Washington, D.C. | $0.00 |
| | | All expenses will be fundraised. | |

Combined Committee Items

President Faccinetto stated that since there was one (1) Combined Board Committee Meeting last week, all the agenda items will be acted on together. He asked for a motion to approve Agenda Items 1 through 16.

Director McKeon made a motion to approve Agenda Items 1 through 16. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 1 through 16.

Yes – Directors Bonilla, Cann, McKeon, Ortiz, Patrick, Sinkler, Vidanage and President Faccinetto

Abstention – Director Neiman

Motions pass 8-0-1

Dr. Roy introduced and welcomed Jane Fischer as the new Human Resources Manager.

## 3. *Colonial Intermediate Unit 20 Board of School Director Appointment*

**INFORMATION:**

The Bethlehem Area School District is entitled to have a School Director representative on the Colonial Intermediate Unit (CIU) 20 Board of School Directors for a three-year term.

Irene Follweiler's term on the CIU 20 Board of School Directors expires June 30, 2014, and is now vacant. Director Eugene McKeon has agreed to fill this vacancy effective December 2013 through June 30, 2014.

This information was reviewed with the Board at the December 2, 2013, Combined Board Committee Meeting.

**RECOMMENDATION**:

That the Board of School Directors appoints Director Eugene McKeon to fill the unexpired term on the Colonial Intermediate Unit 20 Board of School Directors effective immediately through June 30, 2014.

Combined Committee Items

President Faccinetto stated that since there was one (1) Combined Board Committee Meeting last week, all the agenda items will be acted on together. He asked for a motion to approve Agenda Items 1 through 16.

Director McKeon made a motion to approve Agenda Items 1 through 16. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 1 through 16.

Yes – Directors Bonilla, Cann, McKeon, Ortiz, Patrick, Sinkler, Vidanage and President Faccinetto

Abstention – Director Neiman

Motions pass 8-0-1

Dr. Roy introduced and welcomed Jane Fischer as the new Human Resources Manager.

## 4. *Bethlehem Area Vocational-Technical School Joint Committee Appointment*

**INFORMATION**:

The Bethlehem Area School District is entitled to five representatives to serve on the Joint Committee of the Bethlehem Area Vocational-Technical School for a three-year term.

Michele Cann's term expires at the end of December 2013 and Aurea Ortiz's term expires at the end of December 2014. Michele Cann has agreed to remain on the Joint Committee and Sudantha Vidanage has agreed to fill the vacancy of Mrs. Ortiz.

**RECOMMENDATION**:

That the Board of School Directors:

A. Appoints Michele T. Cann to the Bethlehem Area Vocational-Technical School Joint Committee for a three-year term which will expire at the end of December 2016.

B. Appoints Sudantha Vidanage to fill the unexpired term on the Bethlehem Area Vocational-Technical School Joint Committee effective immediately through the end of December 2014.

Combined Committee Items

President Faccinetto stated that since there was one (1) Combined Board Committee Meeting last week, all the agenda items will be acted on together. He asked for a motion to approve Agenda Items 1 through 16.

Director McKeon made a motion to approve Agenda Items 1 through 16. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 1 through 16.

Yes – Directors Bonilla, Cann, McKeon, Ortiz, Patrick, Sinkler, Vidanage and President Faccinetto

Abstention – Director Neiman

Motions pass 8-0-1

Dr. Roy introduced and welcomed Jane Fischer as the new Human Resources Manager.

## 5. *Bethlehem Area School District Employee Benefit Trust Appointment*

**INFORMATION:**

On November 21, 2011, the District created the Employee Benefit Trust for the purpose of self-insuring medical benefits and acquiring catastrophic insurance coverage comprised of Trustees from the School Board, Administration and employee groups.

William Burkhardt's Trustee position for the Board of School Directors is vacant, and Director Eugene McKeon is currently the Alternate Trustee for the Board of School Directors. Director Michele Cann has agreed to fill the vacancy effective immediately.

This information was reviewed with the Board at the December 2, 2013, Combined Board Committee Meeting.

**RECOMMENDATION:**

That the Board of School Directors appoints Director Michele Cann as the Trustee for the Board of School Directors to the Bethlehem Area School District Employee Benefit Trust effective immediately.

Combined Committee Items

President Faccinetto stated that since there was one (1) Combined Board Committee Meeting last week, all the agenda items will be acted on together. He asked for a motion to approve Agenda Items 1 through 16.

Director McKeon made a motion to approve Agenda Items 1 through 16. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 1 through 16.

Yes – Directors Bonilla, Cann, McKeon, Ortiz, Patrick, Sinkler, Vidanage and President Faccinetto

Abstention – Director Neiman

Motions pass 8-0-1

Dr. Roy introduced and welcomed Jane Fischer as the new Human Resources Manager.

## 6. *Bethlehem Recreation Commission Appointment*

**INFORMATION:**

The Bethlehem Area School District is entitled to have a School Director representative on the City of Bethlehem Recreation Commission for a five-year term *who resides in the City of Bethlehem limits*.

Irene Follweiler's term on the Bethlehem Recreation Commission expires January 2014 and is now vacant. Director Sudantha Vidanage has agreed to fill this vacancy effective December 2013 through January 2019 for a five-year term.

This information was reviewed with the Board at the December 2, 2013, Combined Board Committee Meeting.

**RECOMMENDATION**:

That the Board of School Directors appoints Director Sudantha Vidanage to fill the unexpired term on the Bethlehem Recreation Commission for a five-year term effective immediately through January 2019.

Combined Committee Items

President Faccinetto stated that since there was one (1) Combined Board Committee Meeting last week, all the agenda items will be acted on together. He asked for a motion to approve Agenda Items 1 through 16.

Director McKeon made a motion to approve Agenda Items 1 through 16. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 1 through 16.

Yes – Directors Bonilla, Cann, McKeon, Ortiz, Patrick, Sinkler, Vidanage and President Faccinetto

Abstention – Director Neiman

Motions pass 8-0-1

Dr. Roy introduced and welcomed Jane Fischer as the new Human Resources Manager.

## 7. *Commitment of Fund Balance*

**INFORMATION:**

The District's local auditors, Gorman and Associates, have concluded their audit of the 2012-2013 fiscal year which results in an ending surplus of approximately $4.7 million resulting primarily from $1.6 million excess mercantile tax attributed to the 2011-2012 fiscal year audit adjustment from the City of Bethlehem, $1.1 million in increased EIT collections and the JP Morgan swap settlement of $1.4 million. It is anticipated that the Audit Report will be reviewed by Mr. Gorman at the January Finance Committee.

At the June 24, 2013, Regular Board Meeting, the Board approved designating a portion of any operating surplus as a commitment of fund balance for the fiscal year ending June 30, 2013. As follow through on this Board action and upon conclusion of the audit but prior to finalization of the financial statements, the Administration recommends approving the designation of $2 million for transfer to Capital Reserve. Part A of the recommendation below addresses this designation as part of the Audit Report.

Additionally, the Administration recommends approving the designation of $1 million to be assigned for Self Insurance Fund reserves.

Part B of the recommendation below formally authorizes the actual transfer of $2 million from the General Fund to the Capital Reserve Fund, and $1 million from the General Fund to the Self Insurance Fund.

Finally, the Administration recommends the following assignments be designated from the June 30, 2013, fund balance: $1 million in the General Fund for PSERS Rate Stabilization, $2,127,445 used as revenue to balance the 2013-2014 Budget, $85,027 to refund Earned Income Taxes to Hanover Township, and $77,334 for the pending Alternative Education subsidy deduct for 2007 and 2008 on appeal to PDE.

This information was reviewed with the Board at the December 2, 2013, Combined Board Committee Meeting.

**RECOMMENDATION:**

A. That the Board of School Directors approves the fund balance commitment of $2 million to the Capital Reserve Fund for future capital improvements.

B. That the Board of School Directors authorizes the transfer from the General Fund of $2 million to the Capital Reserve Fund and $1 million to the Self Insurance Fund in accordance with the June 30, 2013, audited financial statements.

C. That the Board of School Directors assigns $1 million of General Fund balance for PSERS Rate Stabilization, $2,127,445 used as revenue to balance the 2013-2014 Budget, $85,027 to refund Hanover Township Earned Income Taxes and $77,334 for the pending Alternative Education subsidy deduct for 2007 and 2008 on appeal to PDE.

Combined Committee Items

President Faccinetto stated that since there was one (1) Combined Board Committee Meeting last week, all the agenda items will be acted on together. He asked for a motion to approve Agenda Items 1 through 16.

Director McKeon made a motion to approve Agenda Items 1 through 16. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 1 through 16.

Yes – Directors Bonilla, Cann, McKeon, Ortiz, Patrick, Sinkler, Vidanage and President Faccinetto

Abstention – Director Neiman

Motions pass 8-0-1

Dr. Roy introduced and welcomed Jane Fischer as the new Human Resources Manager.

## 8. *Colonial Intermediate Unit 20 Fixed Percentage Catalog Discount Cooperative Purchasing Bid*

**INFORMATION:**

The Colonial Intermediate Unit 20 Joint Purchasing Board has bid fixed percentage discounts from various vendors for the 2014 calendar year. Attached is the listing of vendors and their applicable discounts.

This information was reviewed with the Board at the December 2, 2013, Combined Board Committee Meeting.

**RECOMMENDATION:**

That the Board of School Directors authorizes participation in the Colonial Intermediate Unit 20 Cooperative Purchasing Bid for fixed catalog discounts for the calendar year 2014.

Combined Committee Items

President Faccinetto stated that since there was one (1) Combined Board Committee Meeting last week, all the agenda items will be acted on together. He asked for a motion to approve Agenda Items 1 through 16.

Director McKeon made a motion to approve Agenda Items 1 through 16. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 1 through 16.

Yes – Directors Bonilla, Cann, McKeon, Ortiz, Patrick, Sinkler, Vidanage and President Faccinetto

Abstention – Director Neiman

Motions pass 8-0-1

Dr. Roy introduced and welcomed Jane Fischer as the new Human Resources Manager.

# *Catalog Fixed Discount Program - 2014*

| ***Company Information*** | ***Discount Information*** | ***Products Offered*** |
|---|---|---|
| ACCO Brands USA LLC (GBC)<br>4 Corporate Drive<br>Lincolnshire IL 60047<br>Contact: Gina Faso<br>VP Marketing Analytics<br>847-796-4569<br>847-793-9005 FAX<br>directbid@acco.com<br>www.gbcconnect.com | 40% Discount on Latest Catalog dated July 2012<br>Discount excludes furniture, electronics & sale catalogs<br>Discount excludes customer made/made to order items, sourced equipment, large format laminators and film, shredders, parts/service and any newly developed product.<br>List price is subject to change; however discount percentage remains firm thorugh duration of contract period. | Binding/Laminating Solutions |
| Calico Industries, Inc.<br>9045 Junction Drive<br>Annapolis Junction MD 20701-2005<br>Contact: Michael L. Heverly<br>Sr Director of Bids/Contracts<br>800-638-0828<br>301-575-0131 FAX<br>bids@calicoindustries.com | 20% Discount on soft goods and smallwares (Current Catalog)<br>Equipment priced at time of sale<br>Food Bars and Acrylic Food Boxes priced in catalog<br>Minimum for prepaid freight - $350 | Food Service Equipment & Supplies |
| Cascade School Supplies<br>1 Brown St<br>North Adams MA 01247<br>Contact: Todd E. Shafer<br>Vice President<br>800-628-5078<br>866-298-6578 FAX<br>kasi@cascadeschoolsupplies.com | 35% Discount from the #81 & #82 Catalog<br>Discount does not include Furniture, Office Machines, or Sale Catalogs<br>Discount does include Electronics (Varies), Office Machines<br><br>Free Shipping over $50 Order<br>Drop Ship items are excluded from discount | Classroom/School Supplies |
| Central Poly Corp.<br>2400 Bedle Place<br>Linden NJ 07036<br>Contact: Andrew Hoffer<br>President<br>908-862-7570<br>908-862-9019 FAX<br>bids@centralpoly.com | 5% Discount off 11/21/13 Catalog<br>Minimum Order - $500.00 | Bags/Trash Can Liners<br>Janitorial Supplies |

# *Catalog Fixed Discount Program - 2014*

| ***Company Information*** | ***Discount Information*** | ***Products Offered*** |
|---|---|---|
| DEMCO, Inc.<br>4810 Forest Run Rd<br>Madison WI 53704<br>***Discount Code: C11101***<br>Contact: Kristopher L Snow<br>Contract Administrator<br>888-211-3072<br>888-320-0288 FAX<br>contracts@demco.com<br>kriss@demco.com<br>www.demco.com | 12% Discount off the Jan 1st - Dec 31st 2014 Catalog<br>Minimum Order $50<br>Discount does not include Catalog Supplements<br>5% Discount on Furniture & Equipment (non-consumable)<br>5% Discount on Learning Materials<br>Discount does not include Security products, Custom Order Products, Periodicals & Subscription Program Products, Licensed Products<br>For orders over $1,000 email quote@demco.com | Furniture & Equipment<br>Library & School Supplies |
| EAI Education<br>PO Box 7046<br>Oakland NJ 07442<br>***BID# LEA2014***<br>Contact: Annelies Guglberger<br>Corporate Secretary<br>800-770-8010<br>201-891-5689 FAX<br>bidsquotes@eaiusa.com | 15% Discount with exceptions (including furniture)<br>Discount not included on Calculators & Peripherals, CBLs, CBRs, probes, Navigator Systems, Software, Stopwatches/ Timers. Storage products or batteries.<br>Minimum Orders/Shipping: EAI has no minimum. Shipping on order over $100 is Free; under $100 add $7.00 for shipping. Actual shipping charges do apply to calculators, storage products, oversize & drop shipped items from factory. | Classroom Learning Materials |
| ETA/hand2mind<br>500 Greenview Court<br>Vernon Hills IL 60061<br>Contact: Carolyn Vanco<br>Coordinator Contract & Bids<br>800-445-5985, ext. 5177<br>888-333-9588 FAX<br>cvanco@hand2mind.com<br>www.hand2mind.com | 15% Discount on 2014 ETA hand2mind catalog<br>All item numbers with the letter "P" in the 3rd position of the item number (i.e. XXP-XXXX) are excluded from catalog discount<br>Discount includes Furniture & Electronics<br>Discount does not include custom kits, PD, sale items<br><br>No minimum order required. | Classroom Learning Materials |

# *Catalog Fixed Discount Program - 2014*

| ***Company Information*** | ***Discount Information*** | ***Products Offered*** |
|---|---|---|
| Henry Schein, Inc.<br>135 Duryea Road E270<br>Melville NY 11747<br>Contact: Joanne Viggiano<br>Bid Supervisor<br>800-851-0400<br>866-738-8999 FAX<br>biddept@henryschein.com<br>joanne.viggiano@henryschein.com<br>www.henryschein.com | 15% Discount<br>Discount does not include Gatorade Hydration Packages,<br>Mueller M-Pack Packages, Power Play Kits & Accessories<br>Discount includes furniture<br>$150 minimum for free freight | Sports Medicine & Student Health Supplies |
| Kurtz Bros.<br>400 Reed St.<br>PO Box 392<br>Clearfield PA 16830<br>Contact: Ryan Mackay<br>267-923-5114<br>rmackay@kurtzbros.com<br>Customer Service Dept -<br>800-252-3811 | 25% Discount plus FREE S/H, Minimum order $50<br>Catalog 2014 - Pages 2-623 (Classroom Supplies)<br>For quotes on furniture and equipment items, contact<br>the furniture department at 800-252-3811 ext. 2241 or 2242 | School Supplies<br>Furniture & Equipment |

# *Catalog Fixed Discount Program - 2014*

| ***Company Information*** | ***Discount Information*** | ***Products Offered*** |
|---|---|---|
| NASCO<br>901 Janesville Ave<br>P.O. Box 901<br>Fort Atkinson WI 53538-0901<br>***Reference: Quotation No. 67943***<br>Contact: Dave Johnson<br>Manager of Contract Sales<br>800-558-9595<br>920-563-8296 FAX<br>quotes@enasco.com<br>info@eNASCO.com<br>www.eNASCO.com | 10% Agricultural Sciences<br>20% Arts & Crafts (5% on "Z" items)<br>15% Early Learning, Elementary Education, Geometry/Algebra<br>Math, Reading Resources, Science, Special Education<br>10% Family & Consumer Sciences, Hands-on-Health,<br>Physical Education & Team Sports<br>Sale Catalogs are not discounted<br>$50 Minimum Order Requirement<br>Shipping charges apply to items with an LM prefix or a<br>truck logo | Classroom Learning Materials |
| Pyramid School Products<br>6510 North 54th Street<br>Tampa FL 33610-1908<br>***Bid Reference Number: #112912***<br>Contact: Larry Miller<br>President<br>800-792-2644 ext. 240<br>813-621-7688 FAX<br>bids@pyramidsp.com | 10% Discount on 2014-2015 Catalog<br>Discount includes Furniture, Sale Catalogs & Catalog<br>Supplements<br>$95.00 minimum for free freight on supply orders only<br>All furniture and equipment is FOB Factory | Arts & Crafts<br>Classroom & Office Supplies<br>General Building/Cafeteria<br>Janitorial Supplies<br>Physical Education<br>Audio-Visual<br>Furniture & Equipment<br>Teachers Resources/Curriculum Aids/Early Childhood |
| Quill Corporation<br>100 Schelter Road<br>Lincolnshire IL 60069-3621<br>***Quill Bid Number: 13-7575***<br>Contact: Kenneth M. Wnek<br>Vice President of Sales<br>1-800-634-4809<br>1-800-789-2016 FAX<br>bid@quill.com | 15% Discount from 2013 & 2014 School Ref. Guide<br>Discount does not apply to Dell Ink & Toner, Computer<br>Peripherals (digital cameras, scanners, PDAs and software),<br>ereaders, desktop, laptop, netbook and tablet computers,<br>electronic office machines, printers, multifunction machines,<br>office communications equipment, food, beverages, breakroom,<br>vending and gumball machines, refurbished and closeout<br>merchandise, taxes or feright charges<br>Discount does not apply to furniture<br>Discounts do not apply to any item that is identified as<br>Special Order or that begins with the prefix SPW or UNI<br>Technology Exclusions apply | Office/Classroom Supplies |

# *Catalog Fixed Discount Program - 2014*

| ***Company Information*** | ***Discount Information*** | ***Products Offered*** |
|---|---|---|
| Really Good Stuff<br>448 Pepper St.<br>Monroe CT 06468<br>Contact: Kelly O'Connell<br>203-261-1920 ext. 246<br>203-268-1796 FAX<br>koconnell@reallygoodstuff.com | "Volume Discount" Prices range from 3-15% off any 2013-2014 Catalog including Electronics & Sale Catalogs<br>$30 Minimum Order<br>Prices do not include shipping and handling charges. Prices are as stated in our catalog or website with shipping and handling charges added to the subtotal of each order. | Teaching Tools<br>Classroom Supplies |
| S&S Worldwide<br>75 Mill Street<br>Colchester CT 06415<br>***Reference Bid #18045-14%***<br>Contact: Rachel Long<br>Bid Analyst<br>800-642-7354<br>800-432-2842 FAX<br>bids@ssww.com | 16% Discount on 2014 S&S Education Catalog<br>Not to be combined with Sale Prices, Offer codes, Internet Specials or Quantity Breaks<br>Discount does not apply to Catalog Supplements<br>Free Freight does not apply to drop ship items in catalog<br>Installations not Included<br><br>Discount does not include Office Machines or Sale Catalogs | Learning Resources |
| Sam Tell & Son Inc<br>300 Smith Street<br>Farmingdale NY 11735<br>Contact: Marc Tell<br>President<br>631-501-9700<br>631-501-9709 FAX<br>fsmilow@samtell.com | 59% Discount on 11/20/13 Stanton Catalog | Food Service Smallware |
| Scholastic Inc.<br>557 Broadway<br>New York NY 10012<br>Contact: Teresa Connelly<br>Assistant Corporate Secretary<br>800-357-1437<br>888-757-5110 FAX<br>Perhart@scholastic.com | 25% Discount on Scholastic Teaching Resources Catalog<br>Discount includes catalog supplements<br>Use Promotion Code PVM on purchase orders<br>Titles) | Classroom & Community Resources |

# *Catalog Fixed Discount Program - 2014*

| ***Company Information*** | ***Discount Information*** | ***Products Offered*** |
|---|---|---|
| Scholastic Library Publishing, Inc.<br>90 Old Sherman Turnpike<br>Danbury CT 06816<br>Contact: Kathy Brown<br>Bids & Contracts Coordinator<br>800-621-1115 Option 6<br>203-797-3478 FAX<br>kbrown@scholasticlibrary.com | 30% Discount on Reinforced Library Binding (Children's Press, Franklin Watts, Selected Scholastic Titles)<br>40% Discount on Trade Binding (Selected Scholastic Titles)<br>0% discount on Grolier Online/TrueFlix/FreedomFlix<br>0-15% on Weston Woods/Scholastic Audio<br>30% plus 5% shipping & handling on Paperback Binding (Children's Press & Franklin Watts)<br>Shipping/Handling is Free of charge on purchases of $1,000 or more - 5% Shipping/handling for paperback binding | Library Resources/Publishing |
| School Outfitters<br>3736 Regent Ave<br>Cincinnati OH 45212-3724<br>Contact: Angela Webb<br>Director of Sales<br>800-260-2776<br>800-494-1036 FAX<br>contracts@schooloutfitters.com<br>www.schooloutfitters.com | 2% Discount<br>Discount includes Furniture, Electronics, Office Machines, Sale Catalogs & Catalog Supplements<br>Shipping charges do apply<br>Volume discounts may apply | School Furniture & Equipment |
| School Specialty<br>140 Marble Drive<br>Lancaster PA 17601<br>**Reference Bid #7775321434**<br>Contact: Donna Hutchison<br>Assistant Secretary<br>610-392-4529<br>419-520-4076 FAX<br>bidnotices@schoolspecialty.com<br>jamie.kline@schoolspecialty.com | 30% Discount off 2014 Catalog - 9 prefix items<br>Discount does not include catalog supplements<br>Discount does not include Office Machines or Sale Catalogs<br>Discount does not include Furniture & Electronics<br>Free Shipping supply orders over $49 | School & Office Supplies<br>Arts Education<br>Early Childhood<br>Physical Education & Health |

# *Catalog Fixed Discount Program - 2014*

| ***Company Information*** | ***Discount Information*** | ***Products Offered*** |
|---|---|---|
| Triarco Arts & Crafts LLC<br>9909 S Shore Dr.<br>Suite 1015<br>Plymouth MN 55441-5037<br>***Contract #Z4820DF***<br>Contact: Jennifer Foster<br>Bid Consultant<br>800-328-3360<br>877-727-2380 FAX<br>bids@etriarcoarts.com | 20% Discount on the "PRICES MARKED IN RED" in the 2014-15 Triarco Arts & Crafts Catalog (This excludes bid items, sale flyers and special web pricing) Products less than 20 lbs. shipped freight no charge - Products over 20 lbs. are discounted with shipping applied<br>Orders must be marked with Contract #Z4820<br>$200 minimum order<br>*Triarco reserves the right to adjust pricing on items that experience dramatic price increases over the period of the contract. | Arts & Crafts |
| W. B. Mason Co., Inc.<br>754 Roble Road<br>Allentown PA 18109<br>Contact: Cathy Calcao<br>Sales Representative<br>484-725-8819<br>610-266-0439 FAX<br>cathy.calcao@wbmason.com | 50% Discount on 2013 Catalog<br>35% Discount Furniture<br>25% Discount Electronics, Office Machines<br>15% Discount on Catalog Supplements | School & Office Supplies |
| Weston Woods Studios Inc<br>90 Old Sherman Turnpike<br>Danbury CT 06816<br>Contact: Kimberly D. Grimm<br>Assoc Business/Operations Manager<br>203-797-3545<br>203-797-3541 FAX<br>kgrimm@scholastic.com | 10% Discount on 2013-2014 Catalog<br><br>Discounts are not applicable to non-proprietary product, including but not limited to page 12 of the index in the Public Performance Catalog 2013-2014 | Instructional Materials |

## 9. *Bid Award - 2014 Oil, Grease, Transmission Fluid, and Gear Lube*

**INFORMATION:**

Bids were received and publicly opened at noon, Tuesday, November 19, 2013, for Oil, Grease, Transmission Fluid, and Gear Lube to service our transportation fleet. The bids have been tabulated and reviewed by the appropriate administrative and supervisory personnel. The recommendation of award is based upon the lowest responsible bidder meeting specifications. (The Tabulation of Bids is attached.)

This information was reviewed with the Board at the December 2, 2013, Combined Board Committee Meeting.

**RECOMMENDATION:**

That the Board of School Directors authorizes the Administration to award a one-year contract for the period January 1, 2014, through December 31, 2014, to the lowest responsible bidder meeting specifications as indicated on the attached Tabulation of Bids.

Oil, Grease, Transmission Fluid, and Gear Lube

Certified Laboratories
Division of NCH Corporation
2727 Chemsearch Boulevard
Irving, Texas 75062

MacMillan Oil Company
1715 East Tremont Street
Allentown, Pennsylvania 18109

PPC Lubricants Inc.
305 Micro Drive
Jonestown, Pennsylvania 17038

**Account Code and Account Title: General Fund 2720-620 Transportation Oil/Diesel**
**Account Balance: $428,824**

Combined Committee Items

President Faccinetto stated that since there was one (1) Combined Board Committee Meeting last week, all the agenda items will be acted on together. He asked for a motion to approve Agenda Items 1 through 16.

Director McKeon made a motion to approve Agenda Items 1 through 16. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 1 through 16.

Yes – Directors Bonilla, Cann, McKeon, Ortiz, Patrick, Sinkler, Vidanage and President Faccinetto

Abstention – Director Neiman

Motions pass 8-0-1

Dr. Roy introduced and welcomed Jane Fischer as the new Human Resources Manager.

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

Bid Opening: November 19, 2013 December 9, 2013

**TABULATION OF BIDS**
**FOR**
**OIL, GREASE, TRANSMISSION FLUID, AND GEAR LUBE**

| | **Certified Laboratories** | **MacMillan Oil Co.** | **PPC Lubricants Inc** | Petro Choice** |
|---|---|---|---|---|
| 15W-40 Engine Motor Oil Per gal. | $18.90 | $7.75 | **$7.14** | $7.25 |
| 5W-30 Engine Motor Oil - DEXOS | No Bid | $59.00 | **$56.20** | $53.17 |
| Multi-purpose Automotive Grease - 120 lb. keg | $424.80 | $275.00 | **$217.20** | $292.92 |
| Synthetic Transmission Fluid 55 gal. drum | No Bid | **$1,250.00** | $1,481.70 | $1,592.40 |
| Gear Lube 85W-140 API GL-5 55 gal. drum | $1,184.00 | $485.00 | **$473.00** | $549.48 |
| Prema Lube - 400 lb. drum | **$1,520.00** | No Bid | $2,686.30* | $1,829.06 |

**BID AWARD**

4 specifications mailed
4 bids received
*Bidding 415 lb. drum
**Submitted incomplete bid (disqualified)

## 10. *Lehigh Valley Children's Health Care Alliance Data Use and Reciprocal Support Agreement (DURSA)*

**INFORMATION:**

A Memorandum of Understanding was approved by the Board at the June 25, 2012, Regular Board Meeting establishing a partnership through the Lehigh Valley Children's Health Care Alliance. Since then, the Alliance which includes the District, Allentown School District, and the major health care provider systems in the Lehigh Valley have developed a Data Use and Reciprocal Support Agreement (DURSA) to facilitate prompt and accurate exchange of information while ensuring compliance with all applicable privacy laws and regulations.

The District's solicitor reviewed this information with the Board in Executive Session on November 18, 2013.

**RECOMMENDATION:**

That the Board of School Directors approves the attached Data Use and Reciprocal Support Agreement (DURSA) with the Lehigh Valley Children's Health Care Alliance.

Combined Committee Items

President Faccinetto stated that since there was one (1) Combined Board Committee Meeting last week, all the agenda items will be acted on together. He asked for a motion to approve Agenda Items 1 through 16.

Director McKeon made a motion to approve Agenda Items 1 through 16. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 1 through 16.

Yes – Directors Bonilla, Cann, McKeon, Ortiz, Patrick, Sinkler, Vidanage and President Faccinetto

Abstention – Director Neiman

Motions pass 8-0-1

Dr. Roy introduced and welcomed Jane Fischer as the new Human Resources Manager.

# THE CHILDREN'S CARE ALLIANCE HEALTH INFORMATION EXCHANGE DATA USE AND RECIPROCAL SUPPORT AGREEMENT (DURSA)

This Data Use and Reciprocal Support Agreement (the "**Agreement**") is entered into this __ day of _____, 20__ (the "**Effective Date**"), between Lehigh Valley Health Network through its Children's Care Alliance Health Information Exchange (the "CCA HIE") with its principal place of business at I-78 & Cedar Crest Boulevard, Allentown, PA 18105, and Lehigh Valley Health Network, on behalf of itself and its Affiliates, with its principal place of business at I-78 & Cedar Crest Boulevard, Allentown, PA 18105, St. Luke's Health Network, Inc., on behalf of itself and its Affiliates, with its principal place of business at 801 Ostrum Street, Bethlehem, PA 18015, Sacred Heart Health System, on behalf of itself and its Affiliates, with its principal place of business at 421 Chew Street, Allentown, PA 18102, Good Shepherd Rehabilitation Network, on behalf of itself and its Affiliates, with its principal place of business at 850 South Fifth Street, Allentown, PA 18103, Bethlehem Area School District, with its principal office located at 1516 Sycamore Street, Bethlehem, PA 18017 and Allentown School District, with its principal office located at 31 South Penn Street, Allentown, PA 18105_(hereafter, individually the "Participant" and collectively the "Participants"). When used herein the term "Agreement" means the body of this Agreement and all of its Exhibits. The CCA HIE and Participant shall be collectively referred to herein as the "Parties".

## RECITALS:

A. The CCA HIE seeks to facilitate the adoption of and promote the use of health information technology ("**HIT**") in the interests of quality of care, patient safety, and health care efficiency, while also maintaining patient data security and privacy. In support of these objectives, the CCA HIE is facilitating the implementation and use of a health information exchange system to link physician practices, clinics, school nurses, and other health care providers or related entities. CCA HIE recognizes that patient data security and privacy are critical to facilitate the adoption of HIT.

B. The CCA HIE is intended to facilitate the exchange of, as appropriate, health information, including clinical and administrative information at both the patient and community-wide level, in an effort to (1) improve patient access to health care services, (2) improve patient outcomes, and (3) improve care coordination among school nurses and other health care providers.

C. The CCA HIE is designed and implemented to comply with all applicable requirements regarding Electronic Health Records issued by the U.S. Department of Health and Human Services (**"HHS"**) (including those of the Office of the National Coordinator for Health Information Technology ("**ONC**"), Centers for Medicare and Medicaid Services ("**CMS**"), and the Office of the Inspector General ("**OIG**"), and which implement provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the American Recovery and Reinvestment Act of 2009 ("**ARRA**")), as well as any applicable Federal and Commonwealth of Pennsylvania laws and regulations. Within the public school system, the CCA HIE is also designed and implemented to comply with all applicable requirements of the Family Educational Rights and Privacy Act ("**FERPA**").

D. As a condition of participation in the CCA HIE, each Participant, through its designee, must execute a separate copy of this Agreement on behalf of the Participant.

E. This Agreement specifically applies to the health information exchange environment of the CCA HIE, and sets forth the terms and conditions that govern each Participant's participation in the CCA HIE.

## AGREEMENT

In consideration of the Recitals set forth above (which are hereby incorporated into this Agreement in their entirety and shall be given full force and effect) and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

**1. Participation.** The Participant shall participate in the CCA HIE subject to and in accordance with the terms and conditions of this Agreement.

**2. Definitions.**

2.1 "**Access**" means, as the context requires,

(a) to cause data (such as Patient Information) to be viewed or viewable by an Authorized User, such as by transferring that data from one computer or other electronic data storage device to another and/or by causing that data to be displayed (*e.g.*, an Authorized User will "Access" Patient Information through the CCA HIE); or

(b) the ability to cause data to be transferred and/or viewed as described above (*e.g.*, an Authorized User will have "Access" to Patient Information through the CCA HIE).

2.2 "**Affiliates**" means the Participant's divisions, entities directly or indirectly controlling, controlled by or under common control with the Participant, joint ventures, and subsidiaries, existing now or in the future.

2.3 "**Applicable Law**" means all applicable statutes and regulations of the state(s) or jurisdiction(s) in which the Participant operates, as well as all applicable Federal statutes, regulations, standards and rules.

2.4 "**Authorized User**" means an individual designated by the Participant to Access and Use the CCA HIE on behalf of the Participant.

2.5 "**Data**" means PHI and any other data that could be collected through operation of an HIE and accessible through or stored in the CCA HIE.

2.6 "**Data Provider**" means any Participant that is identified by a Participant as an entity that contributes and/or makes Patient Information available so that Authorized Users may Access that information through the CCA HIE.

2.7 "**FERPA**" refers to the Family Educational Rights and Privacy Act, 33 CFR 99.1, *et seq.*, which governs the confidentiality of student records in public schools.

2.8 "**Health Care Providers**" includes, but is not limited to the following:

(a) A person who is licensed, certified, or otherwise authorized to provide health care in the ordinary course of business or practice of a profession or in an approved education or training program;

(b) A facility where health care is provided to patients (including but not limited to a hospital, health maintenance organization, outpatient clinic, physician practice, school health room, nursing home, long term care facility, rehabilitation facility, urgent care center and medical laboratory); and

(c) The agents, employees, officers, and directors of a Health Care Provider and the agents and employees of a Health Care Provider.

2.9 "**HIPAA Rules**" means the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information [45 C.F.R. Parts 160 and 164] promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act ("**HIPAA**") of 1996, as amended by the applicable provisions of the American Recovery and Reinvestment Act, Public Law 111-5, as shall be in effect from time to time.

2.10 "**HITECH**" means the Health Information Technology for Economic and Clinical Health Act, 42 U.S.C. § 201 note, 42 U.S.C. § 300jj et seq., 42 U.S.C. § 17901 et seq., 42 U.S.C. § 17911 et seq., 42 U.S.C. § 300jj–31 et seq., 42 U.S.C. § 17921 et seq, which provides health IT rules and regulations that provide guidance to the health care industry on the use of EHRs.

2.11 **"Individual"** means the Participant's patient (if Participant is a Health Care Provider) and/or the Participant's student (if Participant is a school district).

2.12 "**Policies and Procedures**" means the CCA HIE's administrative and operations Policies and Procedures, as may be amended from time to time, available on the Internet at www.childrenscarealliance.org.

2.13 "**Participant**" means a Health Care Provider or school district that is currently a party to this Data Use and Reciprocal Support Agreement. The term "Participant" shall also include a Participant's successors and assigns.

2.14 "**Patient Information**" means all information relating to an Individual that a Data Provider makes available so that Authorized Users may Access that information through the CCA HIE, including any information that falls under the meaning given to "Protected Health Information (PHI)" as defined under the HIPAA (42 U.S.C. §1320d) and its implementing regulations.

2.15 "**Patient Matching**" means the process of consolidating patient data from multiple sources based on patient demographic data available in each source system.

2.16 "**Permitted Purposes**" means the following reasons for which Authorized Users may Access Patient Information through the CCA HIE:

(a) Health Care Treatment of the Individual who is the subject of the Patient Information by the Authorized User;

(b) Health Care Operations as defined by 45 C.F.R. § 164.501, provided that (i) the Health Care Provider or requesting Authorized User has an established treatment relationship with the Individual who is the subject of the Patient Information; (ii) the purpose of the request is for those Health Care Operations listed in paragraphs (1) or (2) of the definition of Health Care Operations in 45 C.F.R. § 164.501; and (iii) the Provider or requesting Authorized User is requesting Patient Information for its own use or that of an Authorized User;

(c) Public health activities and reporting as permitted by both the HIPAA Regulations at 45 C.F.R. § 164.512(b) and other applicable law;

(d) Such other uses and disclosures pursuant to an authorization provided by the Individual who is the subject of the Patient Information or such Individual's personal representative in accordance with 45 C.F.R. § 164.502(g) of the HIPAA Regulations;

(e) Such other uses and disclosures pursuant to an authorization provided by the Individual who is the subject of the Patient Information, or by such Individual's parent, as defined by FERPA;

(f) Such other uses and disclosures permitted by law pursuant to FERPA.

2.17 "**Use**" means to apply Patient Information for one (1) or more Permitted Purposes.

## 3. CCA HIE Responsibilities.

3.1 Enabling of the CCA HIE. The CCA HIE shall enable health information exchange as described in the Agreement and the CCA HIE Policies and Procedures. CCA HIE may suspend or terminate all or part of the HIE as described in Section 8 (*Suspension and Termination of Agreements*).

3.2 Compliance with Laws and Regulations. CCA HIE shall comply with all applicable laws and regulations including, but not limited to, HIPAA, FERPA, and HITECH.

3.3 Privacy and Security of Patient Information. Consistent with applicable laws, CCA HIE shall implement safeguards to protect Patient Information from unlawful use, access, tampering, or disclosure.

3.4 CCA HIE Use of Data. CCA HIE may use Data that is transmitted and stored in the HIE for Permitted Purposes only. The following uses are specifically prohibited and neither CCA HIE, nor any Participant, Authorized User, Business Associate of a Participant or other party shall access or use Data or any information from another Participant for (i) marketing

purposes; (ii) remuneration or commercial ventures or other uses that personally benefit the Participant solely; (iii) peer review or evaluation of a health care provider; or (iv) payor registration.

3.5 Viruses and Other Threats. CCA HIE shall exercise reasonable efforts to prevent exposure through the HIE system to any viruses, worms, unauthorized cookies, trojans, malware, or other program, routine, subroutine, or data that will disrupt the Participant's ability to Access or Use the Patient Information pursuant to this Agreement.

3.6 Participant's Inability to Access. The CCA HIE has an obligation to resolve the Participant's inability to Access or Use the HIE only if Participant's inability to Access or Use is the result of the HIE's failure to comply with the CCA HIE Policies and Procedures.

3.7 Audit. The CCA HIE will perform periodic automated and random manual review and verification of audit logs for both operational monitoring and system security as required by HIE Policies and Procedures. The Participant shall cooperate with the CCA HIE as outlined in the HIE Policies and Procedures.

3.8 Contracted Software. In order to perform the services described herein, LVHN has licensed certain software to be used solely to provide the CCA HIE services. The CCA HIE shall provide and make available the software and other technology necessary for Participant and its Authorized Users to access and use the HIE in accordance with this Agreement and applicable policies (the "HIE Technology"). LVHN grants to Participant, and each of its Authorized Users, for the term of this Agreement, a royalty-free, non-exclusive, nontransferable, non-assignable, non-sub-licensable right to use the HIE Technology for the sole purpose of participating in the CCA HIE under the terms and conditions of this Agreement.

3.9 CCA HIE as Business Associate. In connection with CCA HIE making available the HIE Technology and providing the services, (collectively, the "BA Services"), the Parties hereby acknowledge and agree that LVHN is and shall conduct such BA Services as a HIPAA Business Associate of the non-school district Participants. When providing the BA Services, LVHN agrees to limit its access, use and disclosure of any PHI that non-school district Participant may have supplied to the HIE as set forth in the Business Associate Agreement, attached hereto as Exhibit 2, which shall be signed by LVHN and each non school-district Participant, and made a part of this Agreement.

## 4. Participant's Responsibilities, Generally.

4.1 Participation in the CCA HIE. The Participant shall participate in the CCA HIE in accordance with the terms and conditions of the Agreement and the CCA HIE Policies and Procedures.

4.2 Compliance with Laws and Regulations. The Participant shall comply with all applicable laws and regulation.

4.3 Responsibility for Acts of Authorized Users and Others. The Participant shall be responsible for all acts and omissions, including without limitation, privacy or security breaches

and/or failures to comply with the requirements of the Agreement or the CCA HIE Policies and Procedures, by Participant's Authorized Users.

4.4 Training. The Participant shall provide or arrange for appropriate training of Participant's Authorized Users in the Use and Access of the CCA HIE and to ensure compliance with this Agreement.

4.5 Authorization. The Participant shall establish and implement internal policies and procedures that: (a) Establish categories of Authorized Users within the Participant's source application(s); (b) Define the purposes for which Authorized Users in those categories may Access Patient Data via the Participant's source application(s), consistent with the limitations set forth in this Agreement; and (c) Define the types of Patient Information that Authorized Users within such categories may Access within the Participant's source application(s).

4.6 Authentication. The Participant shall authorize and authenticate Authorized Users. This process must include verifying the identity of the Authorized User, his/her affiliation with the Participant and functional role with the Participant, and whether it is appropriate for the Authorized User to send or receive Patient Data using the Participant's source application(s). Initial identification of an Authorized User must be accompanied by official government photo identification and a record of the identification must be retained for as long as the longest data retention requirement of the CCA HIE. The Participant shall immediately inform the CCA HIE in writing if at any point an Authorized User's approval has been or should be revoked.

4.7 Access. The Participant shall implement internal Access controls to ensure that: (1) only Authorized Users Access information in the CCA HIE via the Participant's source application(s); and (2) they do so only in accordance with the requirements that limit their Access to specified information for authorized purposes.

4.8 Participant Liaison; Site Administrator. The Participant shall designate a single individual as Participant's "CCA HIE Site Administrator". Participant's CCA HIE Site Administrator shall be responsible for (a) managing communications between the Participant and the CCA HIE; (b) adding, deleting, and maintaining the user level of Authorized Users; and (c) adding, deleting, and maintaining Authorized Users' access credentials(user names and passwords).

4.9 Permitted Use of Patient Information. Patient Information shall be accessed and used only for Permitted Purposes as defined in this Agreement. The Participant shall require that its Authorized Users only Access the CCA HIE for Permitted Purposes. The CCA HIE may request information from the Participant reasonably required for purposes of authorization and authentication pursuant to this Agreement, and the Participant shall provide requested information, but in no case shall the Participant be required to disclose Patient Information to the CCA HIE that is in violation of applicable law.

4.10 Prohibited Purposes or Uses. Patient Information acquired through the CCA HIE may only be used, shared or disclosed by Participant or its designee for purposes other than Permitted Purposes only upon the CCA HIE's prior approval of Participant's written request. Participant

must submit a separate written request to the CCA HIE for each and every non-Permitted Purpose.

4.11 Unauthorized Use. The Participant, through its CCA HIE Site Administrator, shall monitor Access and Use of the CCA HIE for the purpose of detecting unauthorized Access or Use. The Participant shall notify the CCA HIE in writing of any actual or suspect unauthorized Access or Use in accordance with the requirements of this Agreement or the CCA HIE Policies and Procedures. Participant shall follow the CCA HIE Breach Plan as outlined in the CCA HIE Policies and Procedures.

4.12 Prerequisite Systems. At the Participant's expense, the Participant shall be solely responsible for obtaining, installing, and maintaining the technology necessary for the Participant to Access and Use the CCA HIE (expressly excluding any software application products leased from K12 Systems), as described in the CCA HIE Policies and Procedures (the "**Prerequisite System**").

4.13 Security. The Participant shall be responsible for maintaining a secure environment that supports the operation and continued development of the CCA HIE. Participant shall implement appropriate security safeguards to protect the Participant's systems that include, but are not limited to, encryption in transit, access control lists, firewalls, intrusion detection, and access logs. The Participant shall use appropriate safeguards to prevent use or disclosure of Patient Information other than as permitted by this Agreement, including appropriate administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of that Patient Information. Appropriate safeguards applicable to Participants hereunder, other than school districts, shall be those identified in the HIPAA Security Rule, 45 C.F.R. Part 160 and Part 164, Subparts A and C. Participant will obtain annual risk assessments and security inspections performed by a capable neutral 3rd party to ensure security is adequate and maintained. The Participant shall, as appropriate under either the HIPAA Regulations, or under applicable law, have written privacy and security policies in place prior to the time that the Participant first exchanges Patient Information through the HIE. The Participant shall also be required to comply with CCA HIE Policies and Procedures established by the CCA HIE that further define expectations for the Participant with respect to security.

4.14 Malicious Software. In participating in the CCA HIE, the Participant shall ensure that it employs appropriate security controls that meet applicable industry or regulatory standards to safeguard against malicious software. The security controls employed shall ensure that the Patient Information being transmitted and any method of transmitting such information shall not introduce any viruses, worms, unauthorized cookies, trojans, malware, or other program, routine, subroutine, or data designed to disrupt the proper operation of the CCA HIE or any part of the CCA HIE. This includes but is not limited to disruption of any hardware, software, or data used by the CCA HIE which would render the hardware, software, or data used by the CCA HIE damaged, destroyed, improperly accessed, modified or otherwise made inoperable. In the absence or applicable industry standards, the Participant shall use all commercially reasonable efforts to comply with the requirements of this Section.

4.15 Data within Participant's Systems. The Participant shall be solely responsible for the control and protection of all data stored within the Participant's systems, and for the Participant's compliance with all laws and regulations applicable thereto.

4.16 Patient Participation. The CCA HIE has adopted an opt-in participation framework for health information exchange. For clarity, an opt-in Individual participation framework means that the Individual's information will not be made available for exchange through the CCA HIE unless the Individual (or minor Individual's parent) elects to have his/her information exchanged. The Participant shall comply with CCA HIE Policies and Procedures governing the opt-in Individual participation framework as established by the CCA HIE. Such "opt-in" status shall be valid until the Individual (or minor Individual's parent) specifically revokes consent in writing, attains age eighteen (18), or is no longer enrolled in the school district where the Individual was enrolled on the date the Individual opted in. Upon an Individual's transfer to another school district Participant, Individual will be required to renew his/her opt-in status at the new school district in order to continue participation. Upon an Individual's attaining age eighteen (18), Individual, if still enrolled with a school district Participant, will be required to renew his/her opt-in status in order to continue participation.

## 5. Participant System Requirements

The CCA HIE will integrate with the Participant's Electronic Medical Records ("EMR") so that Authorized Users can retrieve and view Data for Individuals. An ideal integration between the CCA HIE and the EMR would include the following capabilities:

- Ability to transport data securely using mutually authenticated TLS or a VPN
- Follow HIPAA and HITRUST rules and regulations
- Ability to send an ADT message with patients consent
- Ability to provide a HITSP C32 CCD w/
    - Demographics
    - Encounters / visits
    - Problems / Conditions
    - Immunizations
    - Laboratory results / orders
    - Allergies
    - Medications
    - Vital Signs
- Follow HL7 standards and IHE recommendations

## 6. Participant Financial Responsibility

6.1 The Parties understand and acknowledge that, as of the date of execution of this Agreement, and except as otherwise set forth herein, the costs of establishing and maintaining the CCA HIE are paid by government grant funding and require no financial participation by Participant. The Parties further acknowledge and agree that at a future date uncertain, a program fee may be required of Participant in order to continue participation in the CCA HIE. Any such program fee shall be determined and shall be required of Participant only upon the mutual agreement of the Parties. In the event that the Parties cannot agree to the program fee, then,

notwithstanding anything herein to the contrary, Participant may terminate this Agreement immediately upon providing written notice to the CCA HIE of such intent to terminate.

6.2 Except as expressly provided otherwise in this Agreement, the CCA HIE and the Participant shall each bear their own costs and expenses relating to their performance of their respective roles and responsibilities pursuant to their respective participation in the CCA HIE.

## 7. Data Provider's Responsibilities.

Without limiting any other provision of this Agreement, if the Participant is a Data Provider, the terms and conditions of this Section 4 (*Data Provider's Responsibilities*) shall apply.

7.1 Provision of Patient Information. The Data Provider shall provide Access to Patient Information as described in this Agreement and the CCA HIE Policies and Procedures. The Data Provider shall, by entering into this Agreement, grant each Authorized User, subject to use in accordance with this Agreement, the CCA HIE Policies and Procedures, and applicable law a perpetual, royalty-free license to Use the Patient Information that the Data Provider makes available for Access.

7.2 Quality of Information Provided. The Data Provider shall exercise reasonable care to ensure that the Patient Information to which the Data Provider provides Access pursuant to its participation in the CCA HIE is correct, accurate and complete.

7.3 Patient Matching. The Data Provider shall use its reasonable best efforts to ensure that accurate individual matching occurs among Participant internal source systems, if applicable. The Data Provider shall notify the CCA HIE through processes established by and within the timeframes established by the CCA HIE should it determine that there is an error or mismatch in Patient Information provided by the Data Provider.

7.4 Reporting Inaccurate or Other Inappropriate Information. The Data Provider shall, within the time frames set forth in the CCA HIE Policies and Procedures, notify the HIE of any Patient Information to which the Data Provider has provided Access as described in Section 7.1 (*Provision of Patient Information*) that the Data Provider determines is corrupt, incomplete, erroneous or otherwise incorrect, or which is otherwise inappropriate and unavailable through the CCA HIE.

7.5 Specifically Prohibited Activities. Without limiting any other provision of this Agreement, the Data Provider shall use its reasonable best efforts to prohibit the transmission of any of the following into the CCA HIE: (a) any unlawful, threatening, abusive, libelous, defamatory, or otherwise objectionable information of any kind; (b) any information or software that contains viruses, worms, unauthorized cookies, trojans, malicious software, "malware," or other program, routine, subroutine, or data designed to disrupt the proper operation of a system or any part thereof; or (c) any information that violates the proprietary rights, privacy rights, or any other rights of a third party, including any Individual.

7.6 Data Provider's Warranty as to Patient Information. By entering into this Agreement, each non-school district Data Provider shall acknowledge that Patient Information will be Accessed through the CCA HIE and Used by Authorized Users for the provision of treatment, as

defined under the HIPAA Rules, without independently verifying that such data are correct and are valid when Used for such purpose(s), and shall acknowledge sole responsibility for the Patient Information made available to Authorized Users through the HIE. School district Data Providers, such as school nurses, shall acknowledge that Patient Information and the use and disclosure of such shall be accessed, used, and disclosed as per FERPA. Each Data Provider shall establish internal policies and procedures regarding the use and disclosure of Patient Information through the CCA HIE. All Data Providers shall take reasonable steps to ensure that the Patient Information that the Data Provider makes available through the CCA HIE (a) is accurate and does not violate any intellectual property rights, privacy rights, or other rights of any third party, (b) is not unlawful, libelous, defamatory, or otherwise objectionable, (c) does not violate any State or Federal law or regulation, and (d) is made available through the CCA HIE only for purposes consistent with this Agreement. By making Patient Information available to Authorized Users through the CCA HIE, the Data Provider shall represent and warrant that it (a) owns all necessary rights in the Patient Information, (b) has obtained the consents for the Use and disclosure of Patient Information by the Data Provider, so that Participant(s) use of Patient Information provided by the Data Provider does not violate any intellectual property rights, privacy rights, or other rights of a patient or other third party, and (c) has made such Patient Information available only for purposes consistent with this Agreement and the CCA HIE.

7.7 Notice to Patients. Individuals will be notified of a Data Provider's participation in the CCA HIE, the Data Provider's policies regarding the use and disclosure of Patient Information through the CCA HIE, and Individuals' rights with respect thereto, all as and to the extent required by applicable laws and regulations including without limitation the HIPAA Rules via the CCA HIE website, childrenscarealliance.com.

## 8. Suspension and Termination of Agreements.

8.1 Suspension by the CCA HIE. If the CCA HIE completes a preliminary investigation and determines that there is a substantial likelihood that a Participant's acts or omissions create an immediate threat or will cause irreparable harm to another party including, but not limited to, a Participant, a User, the CCA HIE, or an Individual whose Patient Information is exchanged through the HIE, then the Participant may be summarily suspended from the CCA HIE, to the extent necessary to address the threat posed, pending the submission and approval of a corrective action plan, as provided in this Section. Upon suspension and within twelve (12) hours of suspending a Participant's right to participate in the HIE, the CCA HIE shall (i) provide notice of such suspension to the suspended Participant and all other Participants; and (ii) provide to the suspended Participant and all other Participants a written summary of the reasons for the suspension. The Participant shall use reasonable efforts to respond to the suspension notice with a detailed plan of correction or an objection to the suspension within three (3) business days or, if such submission is not reasonably feasible within three (3) business days, then at the earliest practicable time. If the Participant submits a plan of correction, the CCA HIE will, within five (5) business days review, either accept or reject the plan of correction. If the plan of correction is accepted, the CCA HIE will, upon completion of the plan of correction, reinstate the Participant and provide notice to all HIE Participants of such reinstatement. If the plan of correction is rejected, either (1) the Participant's suspension from the CCA HIE will continue, during which time the CCA HIE and Participant shall work in good faith to develop a plan of correction that is acceptable to both suspended Participant and the CCA HIE; or (2) Participant's participation in

the CCA HIE ends through Participant's choice or decision of the CCA HIE after consultation with the other Participants. Written notice of termination shall be provided by the terminating party to all other Parties hereto.

8.2 Termination for Convenience. A Participant may terminate the Agreement for convenience, effective at any time after the first (1st) anniversary of its Effective Date, upon thirty (30) days' prior written notice.

8.3 Termination for Breach. This Agreement may be terminated at any time by a Participant (the "**Terminating Participant**") if another Participant or Participants (the "**Breaching Participant**") shall breach materially any of its obligations arising hereunder and fail to cure that breach within thirty (30) days following receipt of written notice of that breach from the Terminating Participant; provided, however, that if the nature of a curable breach (other than a breach of an obligation to pay money) precludes its cure within that thirty (30)-day period, and if the Breaching Participant commences the cure of that breach within that thirty (30)-day period and, in the reasonable opinion of the Terminating Participant, diligently and continuously proceeds to cure that breach, then this Agreement shall not be terminated based thereon. The Terminating Participant shall provide written notice to all other Participants of their termination following the failure to cure as set forth herein. Termination by any Participant pursuant to this Section 8.3 shall terminate this Agreement only between such terminating Participant and all other Participants.

8.4 Other Grounds for Termination. This Agreement may be terminated at any time (a) by any party if another party shall be adjudicated or become a bankrupt or an insolvent; (b) by any party if another party files a voluntary petition under any bankruptcy, reorganization, or insolvency law; (c) by any party after the appointment of a trustee or receiver (i) for another party or (ii) to take possession of all or substantially all of the assets of the other party, whether applied for or consented to by the other party or otherwise; (d) by any party if another party consents to or files an answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed under any bankruptcy, reorganization, or insolvency law; (e) by any party if another party has commenced any proceedings of bankruptcy, reorganization, or insolvency that is not be dismissed within thirty (30) days after its commencement; (f) by any party if another party makes any assignment for the benefit of creditors or other arrangement or composition under any laws for the benefit of insolvents; (g) by any party if an order for relief is entered against another party to under any bankruptcy, reorganization, or insolvency law of any jurisdiction or any case, proceeding, or other action seeking such order is not dismissed for thirty (30) days after its filing; (h) by any party if a writ of attachment, garnishment, or execution is levied against all or substantially all assets of another party, or all or substantially all assets of another party becomes subject to any attachment garnishment, execution, or other judicial seizure, and the same is satisfied, removed, released, or bonded within thirty (30) days after the date of the attachment, garnishment, execution, or other judicial seizure; or (i) by a school district Participant upon a vote of a majority of the members of the district's Board of Directors to terminate the Agreement due to financial or other reasons.

8.5 Effect of Termination. Upon any termination of the Agreement with respect to any Participant, all of such Participant's Authorized Users' Access to the CCA HIE shall cease and terminate. Upon termination of the Agreement with a school district Participant, such Participant

must notify all of Participant's students participating in the CCA HIE within fifteen (15) days of date of termination, notifying such students of the Participant's termination and providing each participating student with information regarding the students' continued participation in the CCA HIE.

8.6 Survival of Provisions. The following sections of this Agreement shall survive termination of an Agreement: Section 3. 2 (*Compliance with Laws and Regulations*); Section 3.3 *(Privacy and Security of Patient Information);* Section 4.2 *(Compliance with Laws and Regulations)*; Section 4.9 *(Permitted Use of Health Data);* Section 4.10 (*Prohibited Purposes and Uses);* Section 4.13 *(Security);* Section 4.14 *(Malicious Software);* Section 8.5 *(Effect of Termination);* Section 10 *(Warranties and Disclaimers);* Section 11 *(Force Majeure);* Section12 *(Informal Dispute Resolution);* and Section 13 *(General Terms).*

## 9. Amendments.

The CCA HIE may amend the Agreement or the CCA HIE Policies and Procedures upon sixty (60) days' prior written notice to all Participants. Any amendment required for compliance with applicable laws and/or regulations shall take effect automatically upon the effective date thereof stated in the CCA HIE's notice to the Participants. For any other amendment, each Participant shall have the option of accepting or rejecting the amendment by written notice to the CCA HIE Governance Review Board. If a Participant does not object to the amendment in writing within the sixty (60)-day notice period, such amendment shall automatically take effect upon the effective date specified in the CCA HIE's notice of such amendment. If the Participant does so object, the CCA HIE may in its discretion elect either (a) not to implement such amendment with respect to the Participant that has objected, or (b) terminate the Agreement with respect to such Participant on the effective date of such amendment. Except as otherwise specifically set forth in this Section 9, all notice requirements in this Section 9 shall be governed by Section 14 herein.

## 10. Warranties and Disclaimers.

10.1 Disclaimers of Warranties. THE CCA HIE PROVIDES ACCESS TO THE CCA HIE, PATIENT INFORMATION, AND USE OF DOCUMENTATION TO THE PARTICIPANT "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND TO PARTICIPANT, WHETHER EXPRESS, IMPLIED OR STATUTORY. THE CCA HIE DOES NOT WARRANT THAT THE PERFORMANCE OF THE CCA HIE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS IN THE CCA HIE OR PATIENT INFORMATION WILL BE CORRECTED. THE CCA HIE HEREBY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE AND NONINFRINGEMENT.

10.2 Limitation of Liability. IN NO EVENT SHALL ANY PARTY, ITS AFFILIATED ENTITIES, OR ITS OR THEIR DIRECTORS, OFFICERS, WORKFORCE MEMBERS, AGENTS, OR INSURERS BE LIABLE TO ANOTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR ANY OTHER THIRD PARTY, HOWEVER

CAUSED AND REGARDLESS OF LEGAL THEORY OR FORESEEABILITY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTIONS OR OTHER ECONOMIC LOSS, DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT, THE USE OF THE CCA HIE OR ANY COMPONENT THEREOF, OR ANY PATIENT INFORMATION. EACH PARTY ACKNOWLEDGES THAT THE ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED IN THIS SECTION WILL APPLY REGARDLESS OF WHETHER ANY LIMITED OR EXCLUSIVE REMEDY SPECIFIED IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

10.3 Disclaimer of Responsibility. The CCA HIE accepts no responsibility for (a) the performance of the Prerequisite Systems or any other systems of the Participant, (b) the transmission of the Patient Information to or from the CCA HIE, (c) all Use by the Participant and its workforce members or other agents of the CCA HIE, (d) the accuracy, completeness or appropriateness of Patient Information and any health care decision made in reliance, either in whole or in part, thereon; and (e) all Use by the Participant of information obtained through the CCA HIE including, without limitation, Patient Information. The Participant and its Authorized Users shall be solely responsible for all decisions involving patient care, utilization management and quality management for its patients. Without limiting the generality of the foregoing, the Participant who is acting as an Authorized User shall have sole responsibility for the Use of Patient Information obtained through the CCA HIE, including without limitation all clinical decision-making based thereon or influenced thereby. THE CCA HIE SHOULD BE USED AS A SUPPLEMENT TO, AND NOT IN PLACE OF, OTHER DATA THAT IS AVAILABLE TO THE AUTHORIZED USER AND/OR THE TREATING HEALTH CARE PROVIDER IN PERFORMING THE ABOVE FUNCTIONS. The Participant shall have no recourse against the CCA HIE for any loss, damage, claim, or cost relating to or resulting from the use or misuse of the CCA HIE by the Participant or data accessed through the CCA HIE by the Participant's Authorized Users.

10.4 Political Subdivisions Tort Claims Act. Nothing in this Agreement shall be construed to waive or reduce the immunities from civil liability granted by or to enlarge the limitations on immunity imposed by the Political Subdivisions Tort Claims Act, 42 Pa. Cons. Stat. §§ 8501-8564.

## 11. Force Majeure.

If any Participant cannot perform any of its obligations by reason of: (a) severe weather and storms; (b) earthquakes or other disruptive natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) terrorist attacks; (g) acts of legislative, judicial, executive, or administrative authorities; or (h) any other circumstances that are not within its reasonable control and could not be avoided through the exercise of reasonable care and diligence (collectively, a "**Force Majeure Event**"), then the non-performing Participant will: (a) immediately notify all other Participants in writing; (b) take reasonable steps to resume performance as soon as possible; and (c) not be considered in breach during the duration of the Force Majeure Event. Notwithstanding the foregoing, a Force Majeure Event will not relieve the Participant of its obligations to protect the confidentiality, privacy, and security of Patient Information.

**12. Informal Dispute Resolution**. It is the intent of the Parties that all disputes arising under thisAgreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The CCA HIE and Participant have reached this conclusion based upon the fact that the legal and factual issues involved in this Agreement are unique, novel, and complex and limited case law exists which addresses the legal issues that could arise from this Agreement. If, at any point during the Dispute Resolution Process, all of the Parties to the Dispute accept a proposed resolution of the Dispute, the Parties agree to implement the terms of the resolution in the agreed upon timeframe.

**13. General Terms**.

13.1 Assignment. If a party wishes to assign or otherwise transfer its rights and/or obligations hereunder to any third party, such party must obtain the other party's prior written consent, which shall not be unreasonably withheld. Any attempted transfer or assignment in violation of the foregoing shall be void and of no effect.

13.2 Governing Law. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles. The Participant waives any objections against and agrees to submit to the personal jurisdiction of the State and Federal courts in Pennsylvania. The Participant waives any objections or defenses it may have based upon an inconvenient forum.

13.3 Validity of Provisions. In the event that a court of competent jurisdiction shall hold any Section, or any part or portion of any Section of this Agreement, invalid, void or otherwise unenforceable, each and every remaining Section or part or portion thereof shall remain in full force and effect.

13.4 Waiver. All waivers hereunder must be made in writing by a duly authorized representative of the party against whom the waiver is to operate, and failure at any time to require the other party's performance of any obligation under an Agreement shall not affect the right subsequently to require performance of that obligation. Any waiver, in whole or in part, of any provision of the Agreement will not be considered to be a waiver of any other provision.

13.5 Counterparts. The Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

13.6 Third-Party Beneficiaries. Except as expressly provided with respect to other Participants, there shall be no third-party beneficiaries of this Agreement.

13.7 Relationship of CCA HIE Participants. The relationship of the Parties to this Agreement is one of independent contractors and shall not be deemed to be that of employer and workforce member, master and servant, principal and agent or any other relationship except that of independent contractors contracting for the purposes of this Agreement. The Participants are independent contracting entities. Nothing in this Agreement shall be construed to create a partnership, agency relationship, or joint venture between the Parties. Neither the CCA HIE nor the Participant shall have any authority to bind or make commitments on behalf of any other Participant for any purpose, nor shall any such party hold itself out as having such authority.

13.8 Entire Agreement. The Agreement sets forth the entire agreement by and among the Parties and supersedes any and all prior and contemporaneous agreements or representations, written or oral, of the Parties with respect to the subject matter of such agreement. All exhibits referred to in the Agreement are incorporated herein by reference.

13.9 Binding Agreement. The Agreement shall be binding on the Parties, their successors, and permitted assigns.

13.10 Equitable and Legal Relief. For any breach or threatened breach of obligations identified hereunder as subjecting a non-breaching party to irreparable harm, the non-breaching party shall be entitled to seek equitable relief in addition to its other available legal remedies in a court of competent jurisdiction.

**14. Notices.**

All notices required under this Agreement, including these Standard Terms and Conditions, shall be in writing. Notices shall be deemed to have been duly made and received (a) when personally served, (b) when delivered by a bonded courier service, (c) ten (10) days after deposit in mail via certified mail, return receipt requested, or (d) on delivery, when delivered by a nationally recognized overnight delivery service, charges prepaid or charged to the sender's account, if delivery is confirmed by said overnight delivery service. Notices must be delivered to the addresses specified in Exhibit 1 attached hereto and made a part hereof, or at such other address as the Parties shall designate in writing from time to time. Any party may at any time, in the manner set forth for giving notices to all other Parties, designate a different name and/or address to which notices to it shall be sent.

**15. Authority**. The Parties represent and warrant to each other that they have the full right, power, capacity and authority to execute and deliver this Agreement, and that they have duly and properly performed all acts required to authorize them to carry out this Agreement and the transactions contemplated by it.

***[Remainder of Page Intentionally Left Blank]***

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the date first above written.

This Children's Care Alliance Health Information Exchange Data Use and Reciprocal Support Agreement (DURSA) Agreement may be executed in counterparts.

**Children's Care Alliance Health Information Exchange:**

**Lehigh Valley Health Network**
**(on behalf of the CCA HIE)**

_____
Signature

_____
Name

_____
Title

_____
Date

**Participants:**

**Lehigh Valley Health Network**

_____
Signature

_____
Name

_____
Title

_____
Date

**St. Luke's Health Network, Inc.**

_____
Signature

_____
Name

_____
Title

_____
Date

**Participants continued:**

**Good Shepherd Rehabilitation Network**

Signature

Name

Title

Date

**Allentown School District**

Signature

Name

Title

Date

**Bethlehem Area School District**

Signature

Michael E. Faccinetto

Name

Board President

Title

December 9, 2013

Date

EXHIBIT 1

LIST OF PARTIES – CONTACT INFORMATION

EXHIBIT 2

# Children's Care Alliance
# Health Information Exchange
# Business Associate Agreement

This **Business Associate Agreement** ("Agreement") is by and between _____("Covered Entity") and Lehigh Valley Hospital ("Business Associate") and is effective as of the Effective Date of the Children's Care Alliance Health Information Exchange Data Use and Reciprocal Support Agreement ("DURSA").

## RECITALS

**WHEREAS**, Covered Entity is a Provider that has requested Business Associate to provide Information Technology Services to Covered Entity who is participating in the Children's Care Alliance Health Information Exchange ("Services"); (Covered Entity and Business Associate are at times referred to herein collectively as the "Parties" and individually, as a "Party"); and

**WHEREAS,** in the course of providing Services to or on behalf of Covered Entity, Business Associate will create, receive, maintain or transmit protected health information ("PHI") for or on behalf of Covered Entity that is protected as confidential under the HIPAA Rules, 45 C.F.R. Parts 160 and 164; and,

**WHEREAS**, Covered Entity is required by the HIPAA Rules to enter into this Agreement and keep this Agreement in full force and effect in order to disclose and/or grant access to PHI maintained by the Covered Entity in connection with the performance of the Services; and,

**WHEREAS,** this Agreement is intended to comply with the HIPAA Rules.

**NOW, THEREFORE,** in consideration of the covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, Business Associate and Covered Entity hereby agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are given in the HIPAA Rules.

Unless the context clearly indicates otherwise, the following terms shall be given the following meanings.

**Breach** shall mean the same as it means at 45 C.F.R. 164.402.

**Business Associate** ("BA") shall mean the entity referenced in the preamble of this Agreement

**Days** shall mean calendar days unless otherwise specified.

**Designated Record Set** shall mean the same as it means at 45 C.F.R. 164.501, and includes electronic Designated Record Sets.

**Discovery of a Breach** shall mean that Business Associate, or an employee, officer or agent of Business Associate (other than the individual that caused the Breach), has acquired actual knowledge of a Breach or by the exercise of reasonable diligence should have acquired knowledge of a Breach.

**Protected Health Information** ("PHI") shall mean the same as it means at 45 C.F.R. 160.103, and when used in this Agreement shall refer to the PHI of Covered Entity.

**Security Incident** shall mean the same as it means at 45 C.F.R. 164.304.

**Subcontractor** shall mean the same as it means at 45 C.F.R. 160.103.

**Subpart D** means the regulations set forth at 45 C.F.R. 164.400 to 414.

**Unsecured PHI** shall mean the same as it means at 45 C.F.R. 164.402.

2. **Permitted Uses.**

a. Business Associate may use or disclose PHI in accordance with this Agreement solely as necessary to perform the Services.

b. Notwithstanding anything to the contrary, Business Associate may not use or further disclose PHI in a manner that would violate the HIPAA Privacy Rule [Subparts A and E of 45 C.F.R. Part 164] if used or disclosed by the Covered Entity in such manner, except that Business Associate may use PHI: (i) for the proper management and administration of the Business Associate if the use is necessary: (A) for the proper management and administration of the Business Associate, or (B) to carry out the legal responsibilities of the Business Associate.

c. Business Associate may disclose PHI for the reasons set forth in (b)(i) of this section 2, if: (i) the disclosure is required by law; or, (ii) the Business Associate obtains reasonable assurances from any person or organization to whom the PHI is disclosed that the PHI will be held confidentially and not used or further disclosed, except for the purpose for which it was disclosed to the person or organization, and the person or organization notifies the Business Associate of any instances of which the person or organization is aware in which the confidentiality of the PHI has been breached.

3. **Limitation on Use and Appropriate Safeguards.**

a. Business Associate shall not use or further disclose PHI, and shall use appropriate safeguards to prevent use or disclosure of PHI, other than as permitted by this Agreement or as required by law.

b. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the HIPAA Rules.

c. Business Associate shall comply with 45 C.F.R. Subparts A and C of Part 164 [the Security Rules].

d. To the extent that the Business Associate carries out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164 [the Privacy Rule], Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation(s).

4. **Duty to Notify Covered Entity.**

a. If Business Associate makes a Discovery of a Breach of Covered Entity's Unsecured PHI that is created, received, maintained, transmitted, used or disclosed by Business Associate in any manner arising out of this Agreement, Business Associate shall within Ten (10) days of Discovery of the Breach notify Covered Entity of the fact that a Breach occurred; and, then notify Covered Entity of all information required by this Agreement in the time and manner provided in subsection (b) of this section 4.

b. Following Discovery of a Breach of Covered Entity's Unsecured PHI, Business Associate without unreasonable delay, but in no case later than Thirty (30) days after the date of discovery of the Breach (unless Covered Entity shall agree to a longer period but in no case greater than Sixty (60) days), shall provide written notice to Covered Entity setting forth the information described in subsection (c) of this section 4.

c. Business Associate's written notification shall provide the following information:

(1) To the extent possible, the names of each individual whose Unsecured PHI has been, or is reasonably believed to have been accessed, acquired, used or disclose during the Breach.

(2) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, to the best of their ability;

(3) A description of the types of unsecured protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(4) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;

(5) A brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and,

(6) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, Web site, or postal address.

d. If Business Associate has been requested orally or in writing by law enforcement officials that notification of affected individuals may impede a criminal investigation, Business Associate shall so inform Covered Entity within Three (3) days of such request.

e. Nothing in this Agreement shall be construed to relieve Business Associate of its other reporting obligations under the Agreement and Business Associate shall continue to report to Covered Entity in the time and manner provided in the Agreement the occurrence of a Security Incident or a use or disclosure of PHI in a manner that is not provided for in the Agreement. Reporting a Security Incident or a use or disclosure of PHI not provided for in the Agreement shall not discharge Business Associate's obligations under this Agreement to report a Breach unless such reporting fully and completely satisfies all of the Breach reporting requirements of this Agreement.

5. **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Agreement or the HIPAA Rules. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement or law.

6. **Further Cooperation.** Business Associate shall further cooperate with Covered Entity in order for Covered Entity to demonstrate compliance with Subpart D, including but not limited to assuming the burden of proving that proper notification was given of a Breach or that an impermissible or unauthorized use or disclosure did not constitute a Breach.

7. **Subcontractors.** Business Associate shall ensure that any Subcontractors that create, receive, maintain or transmit PHI for or on behalf of Business Associate agree to: (i) the same restrictions and conditions that apply to the Business Associate with respect to such information, including implementation of reasonable and appropriate safeguards to protect electronic PHI as required by this Agreement, or as required by law; and, (ii) comply with 45 C.F.R. Subparts A and C of Part 164 [the Security Rule].

8. **Access to PHI.** Business Associate (and any Subcontractor) shall promptly upon Covered Entity's request make available to the Covered Entity or, at Covered Entity's direction, to the individual for inspection and obtaining copies, any PHI in a Designated Record Set which Business Associate created or received from Covered Entity and that is

in Business Associate's custody or control, so that Covered Entity may meet its access obligations in accordance with 45 C.F.R., Section 164.524.

9. **Amendment to PHI**. Business Associate (and any Subcontractor) shall, upon receipt of notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of the PHI in a Designated Record Set which Business Associate created for, or received from, maintained or transmitted for Covered Entity, so that Covered Entity may meet its amendment obligations in accordance with 45 C.F.R., Section 164.526.

10. **Accounting of PHI.** Business Associate (and any Subcontractor) shall maintain and make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R., Section 164.528.

a. Business Associate (and any Subcontractor) agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R., Section 164.528.

b. Business Associate (and any Subcontractor ) agrees to provide Covered Entity or an individual, in time and manner designated by Covered Entity, information collected in accordance with Section 9a of this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R., Section 164.528.

11. **Availability of Books and Records to Secretary.** Business Associate (and any Subcontractor) shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Covered Entity available to the Secretary of the United States Department of Health and Human Services for purposes of determining the Covered Entity's or Business Associate's compliance with the HIPAA Rules.

12. **Responsibilities of Covered Entity.**

a. Covered Entity shall provide Business Associate with any changes in, revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses or disclosures.

b. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R., Section 164.522 that may affect Business Associate's use or disclosure of the information.

13. **Termination.**

a. This Agreement shall terminate automatically when Business Associate ceases to perform the services, or upon Covered Entity's withdrawal from the

CCA HIE, termination of the DURSA for such Covered Entity, or a Covered Entity's removal from the DURSA.

b. Covered Entity may terminate this Agreement if the Covered Entity determines that Business Associate or a Subcontractor of Business Associate has violated a material term of the Agreement and such violation continues for ten (10) days after written notice of such violation has been given to Business Associate by Covered Entity.

c. Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of Subcontractors of Business Associate. Business Associate shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

14. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

15. **Amendment to Agreement**. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. Upon Covered Entity's request, Business Associate agrees to promptly amend the terms of this Agreement to conform with any applicable change in law or regulation. Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section, or (ii) Business Associate does not amend the Agreement sufficient to satisfy the standards and requirements of HIPAA, the HITECH Act, the HIPAA Regulations, and other applicable state or federal law.

16. **Severability**. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the State Legislature, or by any regulation duly promulgated by officers of the United States or the Commonwealth of Pennsylvania acting in accordance with law, or is held by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania without regard to conflicts of law principles.

18. **Remedies.** Business Associate agrees that monetary damages would be inadequate to compensate the Covered Entity for any breach by the Business Associate of its covenants and agreements set forth herein. Accordingly, Business Associate agrees and acknowledges that any such breach or threatened breach will cause irreparable injury to the Covered Entity and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Covered Entity shall be entitled to obtain injunctive relief against the breach or threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages.

19. **Waiver**. Delay or failure to exercise any right or remedy hereunder shall not impair such right or remedy or be construed as a waiver thereof or an acquiescence to a breach of this Agreement. Any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.

20. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

21. **Paragraph Headings.** The paragraph headings in this Agreement are for convenience only. They form no part of this Agreement and shall not affect its interpretation.

22. **No Third Parties.** This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns. There are no third parties to this Agreement and nothing herein is intended for the benefit of a third person.

23. **Survival of Certain Terms.** In the event that this Agreement is terminated pursuant to Section 13 and the parties conclude in accordance with section 13 (c) that the return or destruction of PHI is not feasible, those terms of this Agreement that are required to continue its protections of PHI shall survive termination for as long as the PHI remains unreturned or undestroyed to the satisfaction of Covered Entity.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the day and year first written above.

| **COVERED ENTITY** | **LEHIGH VALLEY HOSPITAL** |
|---|---|
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## 11. *Real Estate Tax Assessment Appeal Settlement*

**INFORMATION:**

The District has been notified that an Agreement has been reached with the property owner listed below to reduce the assessment of the property which will yield a refund to the property owner. The District Solicitor reviewed this stipulation, and the execution is recommended.

This information was reviewed with the Board in Executive Session on December 2, 2013.

**RECOMMENDATION:**

That the Board of School Directors approves the proposed Stipulation settling the real estate tax assessment appeal as noted below:

| Tax Parcel ID | Address | Municipality | County |
|---|---|---|---|
| L7SW3-1-2 0205 | 3675 Manor Road, Bethlehem | Bethlehem Township | Northampton |

Combined Committee Items

President Faccinetto stated that since there was one (1) Combined Board Committee Meeting last week, all the agenda items will be acted on together. He asked for a motion to approve Agenda Items 1 through 16.

Director McKeon made a motion to approve Agenda Items 1 through 16. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 1 through 16.

Yes – Directors Bonilla, Cann, McKeon, Ortiz, Patrick, Sinkler, Vidanage and President Faccinetto

Abstention – Director Neiman

Motions pass 8-0-1

Dr. Roy introduced and welcomed Jane Fischer as the new Human Resources Manager.

## 12. *Resignations*

**RECOMMENDATION:**

***A. Noninstructional***

| | NAME | ASSIGNMENT | REASON | EFFECTIVE |
|---|---|---|---|---|
| 1. | Emery, Charles | Bus Driver | Retirement | December 23, 2013 |

***B. Miscellaneous***

| | NAME | ASSIGNMENT | REASON | EFFECTIVE |
|---|---|---|---|---|
| 1. | Lewis, Gerald | Liberty<br>Assistant Girls Softball Coach | Resignation | 2013-2014 school year |

## 13. *Leaves of Absence*

**RECOMMENDATION:**

***A. Noninstructional***

| | NAME | ASSIGNMENT | REASON | EFFECTIVE |
|---|---|---|---|---|
| 1. | Benner, Suzanne | Thomas Jefferson,<br>Associate Nurse | Family Medical Leave of Absence | December 3, 2013, until the end of day on January 13, 2014 |
| 2. | Berrios, Evelyn | Broughal<br>General Kitchen Help | General Leave of Absence | November 20, 2013, until the end of the day on December 15, 2013 |
| 3. | Caldero, Nilda | Broughal<br>General Kitchen Help | General Leave of Absence | November 21, 2013, until the end of the day on January 1, 2014 |
| 4. | Galarza, Emily | Freemansburg<br>Teacher Assistant | Family Medical Leave of Absence | October 31, 2013, until the end of the day on February 27, 2014 |
| 5. | Repash, Rosemary | Broughal<br>Teacher Assistant | Family Medical Leave of Absence | October 8, 2013, until the end of the day on January 16, 2014 |
| 6. | Rutkowski, Virginia | Nitschmann<br>Teacher Assistant | Family Medical Leave of Absence | December 4, 2013, until the end of the day on January 3, 2014 |

## 14. *Nominations*

**RECOMMENDATION:**

***A. Noninstructional***

| | NAME | ASSIGNMENT | SALARY | EFFECTIVE |
|---|---|---|---|---|
| 1. | Fischer, Jane | Human Resources Manager | $87,514, prorated Noninstructional Meet and Discuss Category A, Step 15 | January 6, 2014 |
| 2. | Monelli, Jo Ann | Bookkeeper, Office of Grants and Development | $48,011, prorated Noninstructional Meet and Discuss Category G, Step 9 | December 10, 2013 |
| 3. | Rivera, Tammy | Liberty<br>General Kitchen Help, 3.5 hours daily, lunch | $12.93 per hour | December 10, 2013 |
| 4. | Goode, Annie<br>Schnettler, Constance | Part-time Bus Drivers | $17.27 per hour | To be determined upon completion of training/testing |

***B. Miscellaneous***

| | NAME | ASSIGNMENT | SALARY |
|---|---|---|---|
| 1. | Estevez, Sebastian<br>Perez, Angel | Broughal<br>After School Program Helpers | $7.25 per hour |
| 2. | VanAckeren, Trevor | Liberty<br>(.5) Assistant Boys Basketball Coach | $2,203 |
| 3. | Arner, Nichole | Liberty<br>Assistant Girls Basketball Coach<br>*(pending completion of paperwork)* | $4,406 |
| 4. | <br><br>Lohenitz, Loretta<br>Nabavian, Ali<br>Moser, Thomas | Freedom<br>Extracurricular Activity Advisors<br>Thon (.5)<br>Ultimate Frisbee Club (.3)<br>Ultimate Frisbee Club (.7) | <br><br>$175<br>$116<br>$232 |

## 14. *Nominations*

**RECOMMENDATION:**

***B. Miscellaneous (continued)***

| | NAME | ASSIGNMENT | SALARY |
|---|---|---|---|
| 5. | Heptner, Donald | Substitute Bus Driver | $16.93 per hour |
| 6. | Pammer, Roseann | Substitute Bus Monitor | $12.02 per hour |
| 7. | Support Teacher:<br>Vincent, Elizabeth | Inductee:<br>Wynne, Nicholas | *Support Teacher Stipend for second semester, 2013-2014*<br>$328 |

***C. Substitutes***

| INSTRUCTIONAL | NONINSTRUCTIONAL |
|---|---|
| Boge, David | Guzzo, Tricia |
| Nichols, Kelly | |

## 15. *Reassignments*

**RECOMMENDATION:**

***A. Miscellaneous***

| | NAME | FROM/TO | SALARY | EFFECTIVE |
|---|---|---|---|---|
| 1. | Wallaesa, John | From:<br>Freedom Extracurricular Activity Advisor, Thon 1.0<br>To:<br>Freedom Extracurricular Activity Advisor, Thon (.5) | $194 | 2013-2014 school year |

Combined Committee Items

President Faccinetto stated that since there was one (1) Combined Board Committee Meeting last week, all the agenda items will be acted on together. He asked for a motion to approve Agenda Items 1 through 16.

Director McKeon made a motion to approve Agenda Items 1 through 16. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 1 through 16.

Yes – Directors Bonilla, Cann, McKeon, Ortiz, Patrick, Sinkler, Vidanage and President Faccinetto

Abstention – Director Neiman

Motions pass 8-0-1

Dr. Roy introduced and welcomed Jane Fischer as the new Human Resources Manager.

## 16. *Salary Allowances for Additional Credits Under the Incentive Program*

**INFORMATION:**

In accordance with Article XV, "Advancement to Higher Classification," of the Collective Bargaining Agreement between the Board of School Directors and the Bethlehem Education Association, the following teachers are certified by the superintendent of schools as having met all requirements for incentive increments as listed.

Salary adjustments will be in accordance with the Base Step Salary Schedule of the Collective Bargaining Agreement for all categories listed as approved by the Board of School Directors for the 2013-2014 school year.

**RECOMMENDATION:**

That the administration be authorized to place the following employees on the appropriate salary lane in accordance with the Collective Bargaining Agreement effective September 1, 2013:

**MASTER'S +30**

Sparks, William – East Hills Middle School

Combined Committee Items

President Faccinetto stated that since there was one (1) Combined Board Committee Meeting last week, all the agenda items will be acted on together. He asked for a motion to approve Agenda Items 1 through 16.

Director McKeon made a motion to approve Agenda Items 1 through 16. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 1 through 16.

Yes – Directors Bonilla, Cann, McKeon, Ortiz, Patrick, Sinkler, Vidanage and President Faccinetto

Abstention – Director Neiman

Motions pass 8-0-1

Dr. Roy introduced and welcomed Jane Fischer as the new Human Resources Manager.

## *Budgetary Transfers*

**RECOMMENDATION**:

That the administration be authorized to make budgetary transfers in the General Fund Budget as set forth in the attachment.

President Faccinetto asked Director McKeon to make a motion to approve the Financial Reports/Payment of Bills as follows: Budgetary Transfers (Page 16); and Monthly Bills (Page 17).

Director McKeon made a motion to approve the Financial Reports/Payment of Bills. Director Patrick seconded the motion.

President Faccinetto asked if there was any discussion. Seeing none, he asked for a roll call vote on the Financial Reports/Payment of Bills.

Yes – Directors Cann, McKeon, Ortiz, Patrick, Sinkler, Vidanage, Bonilla and President Faccinetto

Motions pass 8-0

# *Bethlehem Area School District*
# *2013-14 BUDGET TRANSFERS*

**December, 2013**

| FROM ACCOUNT | DESCRIPTION | | TO ACCOUNT | DESCRIPTION | AMOUNT | REASON |
|---|---|---|---|---|---|---|
| 10-2220-757-000-10-121-000-210-0000 | Tech Sprt Svcs-Tech Equip | | 10-2380-751-000-10-121-000-210-0000 | Principal-Equip | $ 361.71 | Shredder |
| 10-2220-757-000-10-121-000-210-0000 | Tech Sprt Svcs-Tech Equip | | 10-2380-757-000-10-121-535-210-0000 | Principal-Hrdwr | $ 79.95 | iPad Mini Keyboard |
| 10-2380-810-000-20-242-000-420-0000 | Principal-Dues/Fees | | 10-2380-757-000-20-242-535-420-0000 | Principal -Hrdwr | $ 966.00 | 2 iPads |
| 10-2380-650-000-30-353-535-530-0000 | Principal-Instr Sftwr Fees/Lic | | 10-2250-650-000-30-353-535-530-0000 | Library Svcs-Instr Sftwr Fees/Lic | $ 425.00 | Remove Previous Transfer |
| 10-2600-624-000-00-000-000-NE0-0000 | Facilities-Oil | | 10-2600-751-000-00-000-000-NE0-0000 | Facilities-Equip | $ 3,000.00 | Vacuums, Garage Opener |

## *Monthly Bills*

**RECOMMENDATION:**

That the bills, which have been reviewed as to correctness by the appropriate business office staff and verified by the Treasurer, be approved for payment. A copy of the bill list is available in the Business Office of the Education Center, 1516 Sycamore Street, Bethlehem, Pennsylvania, for review.

President Faccinetto asked Director McKeon to make a motion to approve the Financial Reports/Payment of Bills as follows: Budgetary Transfers (Page 16); and Monthly Bills (Page 17).

Director McKeon made a motion to approve the Financial Reports/Payment of Bills. Director Patrick seconded the motion.

President Faccinetto asked if there was any discussion. Seeing none, he asked for a roll call vote on the Financial Reports/Payment of Bills.

Yes – Directors Cann, McKeon, Ortiz, Patrick, Sinkler, Vidanage, Bonilla and President Faccinetto

Motions pass 8-0