



DAUPHIN COUNTY BOARD OF COMMISSIONERS

Legislative Meeting

Wednesday, June 30, 2004 (10:00AM)

MEMBERS PRESENT

Jeff Haste, Chairman
Dominic D. DiFrancesco, II, Vice Chairman
George P. Hartwick, III, Secretary

STAFF PRESENT

Marie Rebeck, Controller; Bob Dick, Treasurer; Chad Saylor, Chief Clerk; Chip Vance, Solicitor's Office; Diane McNaughton, Press Secretary; Gary Serhan, Controller's Office; Carolyn Thompson, Court Administrator; Melanie McCaffrey, Solicitor's Office; Randy Baratucci, Purchasing Director; Edgar Cohen, Facilities Maintenance Director; Mike Yohe, Budget and Finance Director; Garry Esworthy, Risk Manager; Jim Hoffman, Tax Assessment; Noel Falk, Special Project Coordinator; Tom Guenther, IT Director; Marielena Martinez, Veteran's Affairs/Communications; Sharon Way, Personnel; Kay Sinner, Personnel; Elke Moyer, Human Services; Lowell Witmer, Clerk of Courts; Julia Nace, Assistant Chief Clerk; Richie Martz, Commissioners' Office; Kacey Truax, Commissioners' Office; and Jena Wolgemuth, Commissioners' Office.

GUESTS PRESENT

David Smith; Philip Smith; and Jack Sherzer, Patriot News.

MINUTES

CALL TO ORDER

Mr. Haste, Chairman of the Board, called the meeting to order at 10:00 a.m.

MOMENT OF SILENCE

Everyone observed a moment of silence

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance

APPROVAL OF MINUTES

Mr. Haste: We have three sets of meeting minutes with the June 2nd Legislative minutes, the June 2nd Salary Board, which we will hold off separately and the June 9th Workshop meeting minutes.

Mr. DiFrancesco made the motion to approve the Legislative and the Workshop meeting minutes. Mr. Hartwick seconded the motion. Mr. Haste—Aye. Mr. DiFrancesco—Aye. Mr. Hartwick—Aye. Motion carried.

Mr. Haste: Salary Board is made up of the three Commissioners plus the Controller and for a portion the President Judge who is not here.

Mr. Hartwick made the motion to approve the Salary Board minutes from June 2nd, 2004. Mr. DiFrancesco seconded the motion. Mr. Haste—Aye. Mr. DiFrancesco—Aye. Mr. Hartwick—Aye. Motion carried.

EXECUTIVE SESSIONS HELD BETWEEN MEETINGS

Mr. Saylor: As you know we held an Executive Session this morning where we discussed some potential litigation and real estate issues.

PUBLIC PARTICIPATION

(There was none.)

DEPARTMENT DIRECTORS/GUESTS

Mr. Haste: It is my pleasure to call forward David Smith. Mr. Smith is an individual I ran into about a year or so ago and he informed me that he had helped the County out in a way. Even though it is belated, we wanted to take this opportunity to thank David for his work. Many of you have seen the historic map located out in our reception area. This map shows the landscape of Dauphin County's townships and boroughs as of 1862. I know from conversation with David that he came across this in an attic.

Mr. Smith: I purchased it at a public sale in Lykens.

Mr. Haste: David felt it was appropriate to donate that to the County. It is hanging out there and we wanted to recognize David for his efforts. David is a resident of Williamstown and employed by the engineering firm of Light-Heigel. It was because of David's sense of community value and preserving the history of this County that we are fortunate enough to have that map out there. I get a tremendous amount of

compliments about that map. I enjoy sitting there and looking at it. Seeing what the landscape of the County was 140 years ago and how in some cases there has been a lot of changes and in other cases not a whole lot has changed. It's quite interesting to see that. David, on behalf of your generosity, we would like to present you with a plaque for this. Please come forward and then we will let you talk a little bit more about it. (The Commissioners gave the plaque to Mr. Smith and thanked him for his generosity.)

Mr. Smith: With me today is my son Dylan. My father unfortunately couldn't be here today. He is the supervisor for Williams Township. The map was purchased at a public sale from a gentleman, a lifetime resident of Lykens, Raymond Donnelly, who was also the Upper Dauphin principal and one-time Superintendent. Mr. Donnelly was very much interested in collecting old artifacts from the local area. How he came upon the map I'm not exactly sure but noting what I do for a living as an engineering surveyor, when I saw that the map was coming up for sale I thought it would be something that would be unique to have and to own. However, when I took it home and placed it in our basement/recreation room along with a set of drums and various artist's autographed photos I just didn't think it fit. I thought it would be a good idea to see if the County would be interested in owning the map. I would like to note, unfortunately, that Williamstown does not exist nor does, I believe, Williams Township exist on the map. To some extent, there is a little bit of sad feelings to it from where I come from and have lived all my life actually does not exist on the map yet. That is the basic information that I can give you about the map. I believe your curator from Fort Hunter was the person that restored it and took care of it and has done an absolutely wonderful and beautiful job. We should also thank him for the wonderful job that he has done in restoring the map and taking care of it. Thank you.

PERSONNEL

Ms. Sinner: Good morning Commissioners.

All: Good morning.

Ms. Sinner: I have one addendum to the Personnel packet. It is a request to fill a Judicial Law Clerk vacancy and then we have a new hire for that position. That is the only change that I have. There aren't any previous vacancies listed in here. You've already approved item number one last week, the vacancies and the Salary Board actions, so that has been taken care of. On the changes listing we have approved items 1, 2, 3 and 7, but the remaining need approved.

Mr. Haste: Are there any questions for Kay?

Mr. Hartwick: Just one question, isn't the next week the week we are supposed to be doing the new hires?

Ms. Sinner: Yes.

Mr. Hartwick: Is there any reason why this new hire has come before the actual scheduled date for hiring new folks?

Ms. Thompson: The President Judge has been interviewing candidates for this position, and he tied the hire date in with generating another job. He purposely kept the position open for two months and had hoped that it would have worked out differently but this person is leaving for another job and the President Judge would like to have the position filled next week.

Mr. Hartwick: You say logistics were the reasons that...

Ms. Thompson: The President Judge isn't here and I didn't get into details with him on it. This was in the works prior to the freeze. His Law Clerk left, I think, towards the end of April and he had been interviewing prior to that date. This was worked out at that point. He specifically kept the position open for two months knowing, I'm pretty sure that this gentleman was looking elsewhere, but also knowing that there was a budget issue with the court. Ultimately, this was the date that was selected.

Mr. Hartwick: Again, without the President Judge here I don't know if you know, Carolyn. With the starting salary, does this match the individual who he had as the Law Clerk prior or is this at a higher rate?

Ms. Thompson: Kay could probably answer that better than I.

Ms. Sinner: I would say it is a lower rate because the person previously in the position was a Judicial Law Clerk. This is really a Law Clerk position. It means that they have not passed the Bar.

Ms. Thompson: That is correct. The person will come in at a lower level at this point and if they pass the Bar then they will be bumped up. The prior Law Clerk had been here for two years and she had been given two raises.

Mr. Hartwick: Okay.

Mr. Haste: Any other questions for Kay?

Mr. DiFrancesco made the motion to approve the addendum to fill the Judicial Law Clerk vacancy. Mr. Hartwick seconded the motion. Mr. Haste—No. Mr. DiFrancesco—Aye. Mr. Hartwick—Aye. Motion carried.

Mr. DiFrancesco made the motion to approve the Personnel Packet. Mr. Hartwick seconded the motion. Mr. Haste—Aye. Mr. DiFrancesco—Aye. Mr. Hartwick—Aye. Motion carries.

PURCHASE ORDERS

Mr. Baratucci: You all should have received the new packet yesterday. There are two items that have been added since last week and I just want to point those out. One is on page seven. This is a replacement purchase order for when it was done about a month ago. We tried to order a printer for the Human Services office and found out that the item was discontinued so IT picked a new one for them. The new one was a little bit more expensive so we needed to cancel the old purchase order and do a new one. In order to get it in here as quickly as possible we added page seven to the packet.

Then back on page fifteen is the purchase order that I think we talked about a couple times in the past. This is so we can pay CHR (Complete Healthcare Resources) for the work they are going to be doing out at Spring Creek. My understanding is there is a revised agreement going to be signed today and these are the costs that will take us, actually back from when we hired them on an interim agreement on May 22nd, 2004, all the way through December 31, 2004. It is broken down there on page fifteen into the parts that go with it and will run through the end of the year. There is still a budget issue on that line item as you can see. My understanding is that this is one of the main jobs that CHR is going to look into and that is trying to make the adjustments that are necessary because this is the same line item that we pay ZA out of. That is why it is showing that huge negative. Hopefully with the work that they are going to be doing we will get this line item straightened out as well as everything else out there. We would like to get it approved in the meantime because their bills will start coming in shortly, if they haven't already, and we need this vehicle to pay them. If you have any questions on those two or anything else, otherwise the packet is there for your approval.

Mr. DiFrancesco: Just to be clear. There are three different parts of the PO. One of them is the outright contract, but there are two positions.

Mr. Baratucci: There are two positions. We have identified two, the Administrator and the Financial person. They will be CHR employees so they need to be paid off of the PO to CHR instead of from the County.

Mr. DiFrancesco: Right, but they are broken out because those are positions that normally we pay and there are a number of reasons why they want to continue to break them out of the general contract and I think that has to do with reimbursements. Clear-cut we are paying their salaries. Although, we are paying them they are still CHR employees. I guess we have to continue to pay the positions in a very clear defined way for reasons of reimbursement or whatever the case might be. I wanted to clarify that first.

Secondly I'd like to make a statement. Obviously this is a troublesome decision at best. The fact of the matter is that Spring Creek, the facility, continues to require unbudgeted dollars to be spent in order to put it back together. In reality, the way I am looking at this, the unbudgeted money that we are approving today through this purchase order is just a small price to pay to overcome the millions of dollars of unbudgeted money that we

don't have the opportunity to sit here and approve before this Board that has been spent over the years. The bottom line when we came into office was either we move forward with a corrective action plan or we shut the facility. Shutting the facility was probably more complicated and almost near impossible for us to carry out without spending a tremendous amount of money. The Board made the decision to move forward and correct the problems out there as we continue down that road. I am hoping that with this contract and this expenditure what we are going to see is a net benefit at the end of the year. Obviously they are going to go over budget as predictions show, the question is how much can we contain the damage that has been done there over the years? I think that is really why we made the decision to move forward with this contract at an unbudgeted expense in mid-year.

Mr. Baratucci: There were three parts Commissioner, the third part was just the interim agreement. We needed to pay somebody while ZA was out. Just clarifying what you said regarding what we had talked about before. The two costs are broken out because they are employees that if we didn't pay them through CHR I believe we would be paying them as regular employees.

Mr. DiFrancesco: It would be unbudgeted money.

Mr. Baratucci: \$24,000 is the actual amount. The way it was explained to me was that we would be paying CHR to use their other expertise. The company expertise to do what they need to do. That is why it is broken out that way, so that there is a clear definition of how much we are paying and what we are paying for.

Mr. Haste: This contract runs until 2006?

Mr. Baratucci: Yes, it is a two and a half year contract. We are doing the PO so that the money can be paid in the budget years. There will be a new PO come January for 2005 and likewise for 2006.

Mr. Hartwick: Just two quick questions. The first one is what did our Administrator make prior to somebody being placed in by CHR?

Mr. DiFrancesco: I can tell you that it was less than this but I'm not exactly sure by how much.

Mr. Baratucci: I'm not sure either because that was Cindy Melamed.

Mr. DiFrancesco: Kay, do you recall?

Ms. Sinner: No, I do not.

Mr. DiFrancesco: I know that some of the other positions, lower positions, were in the \$60,000 range and I'm guessing that the Administrator was probably in the \$80,000 range. Mike is shaking his head, no.

Mr. Saylor: Why don't we check that and get back to you.

Mr. DiFrancesco: We will check that and get back to you with a hard number.

Mr. Hartwick: Second thing is. One of the concerns I had before was the ability to gain reimbursements to pay for these management fees. Was there, I didn't see any as I took a look through the contract, any incentive based piece to this contract that said part of the money that they recover would also go towards paying their fee? I had talked about structurally as we interviewed and then I followed up with the last management group who talked about saving us a significant amount of money is an old argument, in replacement for the unbudgeted amount that would pay for their contract. I talked about maybe building in to the contract if they are promising to recoup those resources why don't we use the resources they recoup as means to pay the folks. That would provide real incentive for these folks to identify real dollars in order to pay the amount of the contract. There was nothing that was built into this contract that would reflect that philosophy?

Mr. DiFrancesco: Their fees are guaranteed. Basically whatever we are paying them in straight contractual fee, which would be the \$144,000 actually, is guaranteed. They are guaranteeing us that they will recover that. That is the extent of the guarantee. They have also said that they would move forward further than that and if you recall the proposal basically said that I think it was \$500,000 in the first half year. Now granted, they have lost a month of that time. I think they said \$500,000 in the first half year, more than one million in the second year and the net effect would be about \$2.1 million in savings over the life of the contract if I remember correctly. The only part of that they are guaranteeing is their fees. They are saying they will recover their fees.

Mr. Hartwick: So they will recover the \$144,000?

Mr. DiFrancesco: Yes, that's what they are guaranteeing in the contract.

Mr. Hartwick: Correct me if I am wrong, if they don't meet that amount in reimbursements do we have grounds to cancel the contract?

Mr. Vance: Due to failure of performance on their part would give rise to a cause of action by the County against them.

Mr. DiFrancesco: Which would basically be like the old claim if we can't meet your fee we will give you a free car. The bottom line is, they are going to meet the fee. It's just a matter that we don't pay them if they don't save us more than that amount of money.

Mr. Hartwick: This is certainly a whole lot more palatable than the last contract per month, number one. Number two, do we automatically raise the rate of pay for the Administrator now that we have set the tone that we paid this Administrator \$90,000 if we go out and seek an Administrator? Is that going to be the salary range?

Mr. DiFrancesco: No. I think we make that determination based on where we want to go. One of the reasons that this Administrator has a higher fee is because she is worth every cent of it. She is a crisis Administrator. Her profession isn't just running a Nursing Home, Her profession is going to the worst of the worst and turning them around. That is why that fee is a little bit higher in this particular case.

Mr. Hartwick: Are we only giving her a contract for six months?

Mr. DiFrancesco: She was guaranteed through the contract for a term of one year I believe. Then after that it would be if they chose to move her some place else, they could do so.

Mr. Hartwick: So if we happened to find an Administrator between now and then we would not bring two folks on?

Mr. DiFrancesco: No. We have the option in the contract that if we went out and found an Administrator that we would want to recruit and bring on we have the freedom to do that. Correct?

Mr. Haste: Yes, after a period of time.

Mr. DiFrancesco: No, I think we have the right to do that whenever we choose to.

Mr. Haste: The 2006 guarantee of the contract was only for \$24,000 a month?

Mr. Vance: I did not properly understand the question.

Mr. Haste: Remember when we talked about the 90 days?

Mr. Vance: Yes.

Mr. Haste: That only pertains to the \$24,000?

Mr. Vance: As I understand it those are the fees. The way that paragraph is structured, yes, it goes to their monthly fees.

Mr. Haste: Okay. You said the Administrator was guaranteed for a year.

Mr. DiFrancesco: Right.

Mr. Haste: So we can't hire anyone.

Mr. DiFrancesco: That guarantee is on our side, because we wanted her they promised that they would keep her here for a year.

Mr. Haste: Okay.

Mr. DiFrancesco: That was a promise made to us because we specifically wanted her to stay. Now if we would go out and find another person to fill that role then we would release them of that obligation. Then we could bring in another Administrator any time we wanted to. I am not saying we are breaking the contract. I'm just saying we are physically changing who's running the facility, CHR remains intact and enforcing and we still have all of the benefits that go along with it.

Mr. Haste: But we could bring in an Administrator and a financial person if we found them?

Mr. DiFrancesco: Right. If we decide our long-term goal is to eventually restore it to County control and so forth and we start to find people along the way that we want to recruit and bring on as our new management team, we have the freedom to do that.

Mr. Haste: I'm not sure that's the best way to go. I think time will tell but I would at least like to have that option, if a Roberta moved into the County and fell into our laps. Quite frankly, I'll say if Barry Ramper changes his mind and says that he's willing to come back, I'd like to have the option of doing that.

Mr. Vance: You do have that option.

Mr. Haste: Okay.

Mr. DiFrancesco: The piece of the agreement is that when we talk about cost recovery and changes in the facility, CHR is going to come to us and say, this is what we would like to do out there. This is how we want to achieve our number goals. We have to sign off on it. Even if we change that top Administrator they will come to us and say this is the impact of your decision. This is what it could possibly mean. If we would choose not to do something that they recommend they are just going to take that piece and say okay then you won't be recovering this piece and now the new number we feel we can achieve is "X". Then the Board has to sit down and say whether they do or do not like that. The bottom line is, and I have said this before, the beauty of this contract is we will now be treated more or less as a Board of Directors. It won't be the "hands on" management trying to get together with the Administration over there and telling them exactly what they have to do, or at least trying to as non-professionals. It will be a group of people who know how to run the facility providing us with options, asking us where we want to go and telling us where they can take us. Now, we have the right to sit back and say yes, we like your numbers and where you are going. We can steer them in our preferred direction. It preserves all the options of the Board and it protects the taxpayers from the absolute insanity that they have been faced with over the last couple of years, of a facility that has been floating out there doing it's own thing.

Mr. Haste: The thing I liked is we will get a report and we will get an analysis on every action that comes before the Board. That will tell us whether it is a positive or negative impact on the bottom line.

Mr. DiFrancesco: This may come as a mixed message to the two of you, but the amount of paperwork that you receive in your office is going to increase pretty significantly very shortly because you are going to get financials every month and facility reports on incidents that occurred. For example, if a patient was dropped you are going to know about it. If there are breaks, you will get all of those statistics. We will be able to look at the reports that they are giving us and determine why the budget numbers are off. We will be able to ask the appropriate questions that we really couldn't ask before because we weren't getting the information. We can look at it and say the number of incidents with residents is up, what's going on out there? Do we need to train people or change the policy? We will be able to ask and get answers to all of the questions that we have and that is very important. The other thing we are going to get, which is going to be nice, you will not have to wonder what you are getting for your dollars. For instance, the environmental people from CHR will go to that facility and do their evaluation, when they walk around that facility and note that the heating units are on, and you could be doing some things more efficiently and you could save money by consolidating certain areas. When that person prepares their report we will get a copy. We will see what they are doing in their monthly activities. This will not only happen for environmental issues, it will happen for dietary and every other aspect of that facility. Now you are going to have to read it...

Mr. Hartwick: One of the things when I sat down with ZA to meet with them, they told me to stay on them about the reimbursements. ZA had started the process of trying to gain for the County from Medicaid to billables to consolidating contracts. Is there going to be a specific part in that report that tracks the amount of money that they are going to be recovering that is due to the County? If not, could we have that pulled out separately for us to be able to track what plans ZA laid out and how they are making the transition with the current group so we can track how much they are recovering in those resources and how much they are following up in the transition. I think that is the critical part to this piece.

Mr. DiFrancesco: Yes. Just to acknowledge that CHR was a critical component of that ZA contract as well.

Mr. Haste: They are a sub part of ZA.

Mr. DiFrancesco: CHR was very much hands on throughout this, since late January, beginning of February when this first contract was put into place. All of those provisions and recommendations that were made CHR had a hand identifying and reporting. They will continue and they will be able to tell us what is happening. I did specifically tell them, what I wanted to know from them was not to hear that they recovered money that we would have had anyway. Show me what you are doing for us that in the past we haven't been able to recover and we haven't done. Also through policies we are all

aware of the fact that people were living in that facility for a very long time and not paying us anything. I want to know what they are doing on accounts receivable. I want to know how they are following up on people who owe us money. Again, you are going to get probably an overwhelming amount of information through the reports because you will be able to see also money that is 90 days old, 180 days old, they will show that all in their financial reports and you will be able to look at it and say why is the money building up here? Why aren't we getting paid from the State? We will be able to identify that and ask the questions.

Mr. Hartwick: Not to prolong this, I'm a simple guy from Steelton who would like to have things pulled out if you could, just have a sheet of what the reimbursements are and where they are at in getting those reimbursables for us to review on that monthly basis.

Mr. Haste: I would suggest once we get the first monthly report, I would assume that CHR folks are very flexible and understand what they are doing that if you see something on that report that you would like a little different or you'd want something else on there, just make the suggestion to them. I bet there will be no problem doing that.

Mr. DiFrancesco: They will come in on the first report and sit down with us and go over the first report.

Mr. Haste: We should do that here in a Workshop.

Mr. DiFrancesco: Well, we're not and there are some reasons. Some of the issues that they may present early on may be some Personnel matters and so forth.

Mr. Haste: They can deal with that separately. But they can still do the report.

Mr. DiFrancesco: We will do what we can do. Absolutely. They will come in and sit down with the Commissioners individually and go over the reports so you can have questions answered and you will understand the numbers being presented. Some of the statistics that they use to determine the health of the building aren't necessarily easy for us to understand what all goes into that percentage. You will be able to get some direct input to them. Tell them exactly what you need. When they asked I told them I wanted to be treated like a Board Director. I want to be treated like someone who makes the decisions but doesn't necessarily work in the professional field so that we can make good judgment calls for the taxpayers of Dauphin County.

Mr. Hartwick: Just as long as that is a part of the report. I agree with Commissioner Haste, I'd like them to come here and have them put it on public record about the reports and everything that they are doing outside of the realm of the Sunshine Law we can handle in Executive Session.

Mr. DiFrancesco: Good deal.

Mr. Baratucci: Okay, that's it. If you want to add those two items and approve the packet with those two additions.

Mr. DiFrancesco made the motion to approve the Purchasing Packet as presented. Mr. Hartwick seconded the motion. Mr. Haste—Aye. Mr. DiFrancesco—Aye. Mr. Hartwick—Aye. Motion carries.

REPORT FROM BUDGET & FINANCE – MIKE YOHE, BUDGET DIRECTOR

Mr. Haste: I was going to try to make light of your reports and all the paperwork that you give us. That actually helps us, Kelly's not here, but if she could add that to her recycling totals the more paper we get that we recycle helps us in our grants from DEP. So there is another little side. If you would put that into your savings where you found revenues for the nursing home you can use that.

Mr. DiFrancesco: I thought maybe you were going to tell me that if we get a comprehensive report I don't have to talk quite as much in the meetings.

Mr. Yohe: Commissioners I've got two items on the agenda. The first is our investment report. There have been two payouts since our last meeting. June 18th, 2004 was a non-payroll week. We had \$208,119.38 transfer to payables. On Friday June 25th, a payroll week, we had \$4,068,808.39 to payables and \$1,826,060.63 to payroll. The rates are rising at our account in INVEST. We have \$121,631.59 and that rate is now up to 1.08%. Community Banks today we have \$32,446,433.09 and you will notice all three of the banks have raised their rates to 2.25%. The second one we will get to, but it is 2.25% at Community Banks and they have guaranteed through December 31, 2004. Commerce, as you can see, they called me at about 8:55AM this morning after I printed this and said, yes, we will raise it to 2.25%.

Mr. Hartwick: Competition is great.

Mr. Yohe: We've got \$10,000,000 at Commerce and \$10,000,000 at Waypoint, both at 2.25%. I'm going to let those ride at \$10,000,000 just to make sure that everything is working okay. Actually, Waypoint I'm assuming you are going to vote, because it is on the agenda, the \$10,000,000 will be wired contingent upon the positive vote today. That would conclude the investment report.

Mr. Hartwick: Just one question, any reason why they are not split up equally between the three?

Mr. Haste: Yes. I will let Mike speak to that.

Mr. Yohe: I am going to make sure the two new accounts are working. I want to check the math and make sure that we are getting what they are telling us we are getting. Make sure there are no fees associated with transfers or wires and that there are no problems getting the money in or out.

Mr. Haste: The second and third ones are new accounts and we are just testing them to make sure, as Mike said, that everything they told us in accurate.

Mr. Hartwick: I understand that.

Mr. Haste: As soon as we are sure, then we will. This gives Mike the ability, even though we have guaranteed amounts at certain times, once rates start to fluctuate to move money from one to the other.

Mr. Yohe: All three of them are pretty much promotional rates. They are going to end and then they are all tied to an index.

Mr. Haste: The middle one is not.

Mr. Yohe: They haven't come up with an ending date yet.

Mr. Haste: Well, we will see. Competition is healthy.

Mr. Hartwick: I agree.

Report from the Office of Budget & Finance June 30, 2004

- **June 18, 2004** transferred **\$208,119.38** to the **Payables** account **from the County's Concentration account** for checks issued that week.
- **June 25, 2004** transferred **\$4,068,808.39** to the **Payables** account **and \$1,826,060.63** to the **Payroll** account **from the County's Concentration account** for checks issued that week.
- **Total Term Investments – N/A**
- **Balance today in INVEST account \$121,631.59** rate **1.08%**
- **Balance today in Community Banks investment account \$32,446,433.09** rate **2.25%**
(This rate is good through 12/31/04)
- **Balance today in Commerce Bank investment account \$10,000,000.00** rate **2.15%** (This rate is good indefinitely)
- **Balance today in Waypoint Bank investment account \$10,000,000.00** rate **2.25%** (This rate is good through 11/1/04)

\$15M TRAN Line-of-Credit Status at PNC:

- Draw #1 on 2/5/04 - \$2,850,000.00

- Draw #2 on 2/19/04 - \$1,800,000.00
 - o Total \$4,650,000.00

- April 1, 2004 – TRAN was paid back with \$11,232.21 for interest expense.

Mr. Yohe: The second item is the approval of the fiscal year 2004-2005 budget.

Mr. Haste: This is the 2004-2005 Fiscal or State related budget.

Mr. Yohe: Commissioners if you recall back on June 9th, 2004 we laid this budget out. This is the fiscal year, July 1, 2004 through June 30, 2005. It deals with the nine funds you see listed at the top. They correspond through the state fiscal year because most of their funding comes through the State and they have to report on that basis. We laid it out and it has been on display for twenty-one days. There have been no changes. I can go through this summary again if you want or we can put it up for vote. You would be voting to approve a \$126,544,858.00 in total for those nine funds. Of that total \$8.3 million approximately will be coming from the general fund. Again, like I said, there have been no changes since it was laid out. I don't think anybody looked at it since it was laid out.

Mr. Hartwick made the motion to approve the 2004-2005 Fiscal Year budget. Mr. DiFrancesco seconded the motion. Mr. Haste—Aye. Mr. DiFrancesco—Aye. Mr. Hartwick—Aye. Motion carried.

REPORT FROM CHIEF CLERK/CHIEF OF STAFF – CHAD SAYLOR

Mr. Saylor: I have only one item and that is to draw your attention to the artwork that hangs in the hallway; they are photographs from a local artist. Tonight is our gala reception encouraging members of the public to come into their house and take a look at the local artists' work. The work features various scenes from the City and the County. We also hope to sell a few to benefit the local artist. That is the extent of what I have.

Mr. Hartwick: If I could commend Diane McNaughton for her perseverance, patience and as we think in government nothing ever comes easy, they tell you for a simple project you have ten hoops to go through and she jumped through those hoops diligently. Her and Chad had about twenty more to go just to get artwork on the walls. So, thank you for your patience and diligence. At least it has finally happened. Thank you.

Mr. DiFrancesco: Just to add to the subject. I guess beauty is in the eye of the beholder. The gentleman who took those pictures is just magnificent. They are pictures of things that all of us are very much aware of but his eye just sees them in an entirely different light. The pictures are just magnificent.

SOLICITOR'S REPORT – CHIP VANCE, ESQ., ASSISTANT SOLICITOR

Mr. Vance: I don't have anything specific Commissioners. The various items that were reviewed by our office are set forth under the Matter's Requiring Board Action, however if you have any specific questions I'd be pleased to address those.

Mr. Hartwick: I do have one specific question. In light of what occurred with the UC Trust and our ability to move forward with Riegler, Shienvold & Associates in the hopes of not having to extend another three-month contract, is there any way we can give him the ability to approve that for the entire remainder of the year? In light of what we heard here in the high rate of unemployment compensation costs to gain a better EAP service didn't seem to be in our favor and instead of coming up for every three month renewal we might as well just do their contract for the remainder of the year.

Mr. Vance: You would have to amend the contract or create an addendum to it in order to accomplish that, but at least in theory under the terms of the contract that would be possible if the parties were agreeable to that.

Mr. DiFrancesco: Can we approve this three month contract?

Mr. Haste: Do we know if they are?

Mr. Vance: We do not know sir.

Mr. Haste: Why don't we look into doing it?

Mr. Vance: Would you like me to inquire?

Mr. Hartwick: Please.

Mr. Vance: I will make it a point to inquire and report back to you then sir.

Mr. Haste: Thanks Chip. We can always approve this now and if they agree to that we can do an amendment at a later date.

Mr. Vance: Yes, that is correct you could.

Mr. Haste: Okay, anything else? Anything we need to know on the training packet, Chad?

Mr. Saylor: No.

Mr. DiFrancesco made the motion to approve Items A through T for Board Action. Mr. Hartwick seconded the motion. Mr. Haste—Aye. Mr. DiFrancesco—Aye. Mr. Hartwick—Aye. Motion carried.

MATTERS REQUIRING BOARD ACTION

- A. Training Packet
- B. Approval of FY04/05 Per Diem rates between Children & Youth and:
1. Families United Network, Inc.

Intensive Assessment	\$170.90/day
Basic Community Residential	\$151.04/day
Therapeutic I	\$167.37/day
Therapeutic II	\$180.38/day
Supervised Independent Living	\$161.94/day
Emergency Shelter Care	\$161.29/day
Diagnostic	\$190.11/day
Family Based Treatment-child	\$ 53.48/day
Family Based Treatment-mother/infant	\$ 94.30/day
Family Based Treatment-mother/infants	\$133.12/day
Therapeutic Foster Care	\$ 85.00/day
Independent Living Foster Care	\$ 59.16/day
Family Foster Care-Emergency	\$ 66.56/day
Family Foster Care-Respite	\$ 40.96/day
Medical Foster Care-Level 1	\$ 43.02/day
Medical Foster Care-Level 2	\$ 42.40/day
Medical Foster Care-Level 3	\$ 31.80/day
Medical Foster Care-Level 4	\$ 24.14/day
 2. George Junior Republic of PA

Community Based/Residential	\$122.68/day
Inpatient/non-hospital/D&A	\$143.33/day
Diagnostic Services (residential)	\$185.38/DAY
Special Needs Services	\$209.93/day
Shelter Care	\$178.78/day
 3. Windsor Pointe, Inc.

Female Group Home	\$155.00/day
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 4. Center County Youth Service Bureau

Stepping Stone Transitional Living Prog.	\$103.00/day
Zerbe Gap Group Care	\$152.00/day
 5. YWCA of Greater Harrisburg

Supervised Visitation Services/fully supervised	\$ 28.30/hr
Supervised Visitation Serv./semi-supervised	\$ 28.30/hr
Orientation session	\$ 28.30/hr
Court Appearances	\$ 28.30/hr
No show appointments	\$ 14.28/per session
Report preparation fee	\$ 14.28/per session
Supervised custody exchange	\$ 14.28/per exchange
Day Care	
Initial registration fee	\$40.00/child
Infants	\$60.00/family
Young toddlers	\$30.40/day
Older toddlers	\$27.40/day
Preschool	\$27.00/day
K-5 (all day)	\$25.40/day
K-5 (all day)	\$26.00/day
School age: full day	\$26.00/day
School age: full day	\$23.40/day
School age: part day	\$16.80/day
Sibling discount	\$5.00/wk oldest child

6.	Laurel Youth Services	
	Specialized Foster Care	\$ 67.03/day
	Intensive Foster Care	\$ 82.53/day
	Treatment Foster Care	\$104.82/day
	Blossburg Residential	\$175.47/day
	La-Sa-Quik Residential	\$204.00/day
	Blossburg Diagnostic	\$223.75/day
7.	Northwestern Human Services of PA, Inc.	
	Edgewater	
	Therapeutic FC (Rm. & Bd.)	\$ 28.72/day
	Therapeutic FC (MA treatment, rm. & bd.)	\$152.47/day
	Foster Care Plus	\$ 82.45/day
	Mountain Valley	
	Jack Road CRR-MA approved Rm. & Bd.	\$ 45.92/day
	Jack Road CRR-non MA approved treatment, room & board	\$361.27/day
	Lincoln Way RTF-MA approved Rm. & Bd.	\$ 38.45/day
	Lincoln Way RTF-non MA approved treatment, room & board	\$252.13/day
8.	Northwestern Youth Services	
	Boot Camp	\$138.00/day
	SOAR Program	\$152.00/day
	Detention	\$192.00/day
	Intermediate Secure	\$218.00/day
	Intensive Secure	\$236.00/day

C. Real Estate Tax Refunds/Exonerations:

1. Partial refund of 2004 real estate taxes to 2201 Partnership LP, 2201-2229 N. Front St., parcels #10-069-022, 021, & 020, City of Harrisburg, in the amt. of \$4,105.92.
2. Refund of 2004 real estate taxes to Halifax Borough, Water Street, parcel #28-001-026, in Halifax Borough, in the amt. of \$184.96.
3. Partial refund of 2004 real estate taxes to Waverly Woods Association, 100 & 102 N. Lakeview Drive, parcels #62-087-055 & 056, Susquehanna Twp., in the amt. of \$322.34.
4. Partial refund of 1999-2003 real estate taxes to Summit Pointe Homeowners Association, common area, parcel #35-114-166, in the amt. of \$217.52.
5. Partial refund of 2004 real estate taxes to Ryan A. Buck, 1911 Boas St., parcel #15-007-006, City of Harrisburg, in the amt. of \$169.13.
6. Partial refund of 2004 real estate taxes to Minh Vo, 313 Hummel St., parcel #02-019-052, City of Harrisburg, in the amt. of \$24.51.
7. Refund of 2002-2004 real estate taxes to Patti L. Koppenheffer, 701 Orchard Lane, parcel #43-019-064, Middle Paxton Township, in the amt. of \$255.03.

D. Adopt Resolution No. 15-2004 authorizing a banking relationship with Way Point Bank.

E. Adopt By-Laws for the Audit Committee.

F. International Swap Dealers Association, Inc., Master Agreement between Dauphin County and the Royal Bank of Canada.

G. Satisfaction Piece with Mark and Juana Lebo.

- H. Subordination Agreement with Susan N. Shughart for property located at 918 Monroe Street, Oberlin, PA.
- I. Agreement between Schaffner Youth Center and Schuylkill County for Secure Detention Services.
- J. Purchase of Service Agreement between Schaffner Youth Center and Dr. Stuart Kaplan to provide evaluation, treatment and counseling services from July 1, 2004 through August 31, 2004.
- K. Purchase of Service Agreement between Schaffner Youth Center and Dr. Lizabeth Potter to provide evaluation, treatment and counseling services from July 1, 2004 through August 31, 2004.
- L. Adopt Resolution No. 16-2004 authorizing a Nursing Home Intergovernmental Transfer TRAN in a maximum principal amount of \$25,000,000.
- M. Amendment to Purchase of Service Agreement between Dauphin County and Riegler, Shienvold & Associates to provide services for the Employee Assistance Program from July 1, 2004 through September 30, 2004.
- N. Purchase of Service Agreements for FY04/05 between MH/MR and:
 - 1. William M. Shreve, Esq.
 - 2. Easter Seals of South Central PA
 - 3. Byron Schreck
 - 4. Keystone Community Resources, Inc.
 - 5. Healthsouth Rehabilitation of Mechanicsburg
 - 6. Grayson View, Inc.
 - 7. Philhaven
 - 8. Edgewater Psychiatric Center
- O. Purchase of Service Agreements for FY04/05 between Children & Youth Agency and:
 - 1. Children's Home of Reading Youth & Family Services, Inc.
 - 2. Drug & Alcohol Rehabilitative Service, Inc.
 - 3. Visiting Nurse Association of Central Pennsylvania
 - 4. Evergreen Youth Services, Inc.
 - 5. Family Life Services of the Capital Region, Inc.
 - 6. Holpen Village, Inc.
 - 7. YMCA Camp Curtin Branch, Inc.
 - 8. Roger Friedman, Inc.
- P. Amendment #1 to FY03/04 Purchase of Service Agreement between Children & Youth Agency and Family Life Services of the Capital Region previously Tressler Counseling Services of the Capital Region.
- Q. Update of the Commissioners' Oversight.
- R. Amended Management Services Agreement between Spring Creek and Complete HealthCare Resources – Eastern, Inc.
- S. Transfer Agreements between Spring Creek and the following facilities:
 - 1. Harrisburg Hospital
 - 2. Community General Osteopathic Hospital

3. Hershey Medical Center
 4. Holy Spirit Hospital
- T. Interim Administrator Consulting Agreement between Spring Creek and Complete HealthCare Resources – Eastern, Inc.

FORMER BUSINESS

(There was none.)

NEW BUSINESS

(There was none.)

COMMISSIONERS' DISCUSSION & ACTIONS

Mr. Haste: I'll just put one thing on the record. We talked about this a little bit at Prison Board but I'd like to do it here. As Nick tries to spend money at the nursing home, I'm trying to save it at the prison. I can't save it fast enough. We were able to sit down out at the Prison and I think that some folks know that Aramark had run into some difficulty and was being reviewed by the District Attorney's office and I think that continues to go on. We did find out in the process with the absence of a couple staff members that aren't there for various reasons right now, we reassigned some duties and in looking at the billing for Aramark some of the over billings and some of the problems could be laid in our laps and we changed that. It appears that we will save about \$20,000 and that is a conservative guess in food service cost in the Aramark contract for the rest of the year. Again, that is a conservative guess. I think we may be able to save a little bit more but we are starting to find some things that should have been brought to our attention before. Hopefully, things will move in the right direction there.

Anything else? Seeing none.

CORRESPONDENCE

Mr. Haste: We have correspondence listed here that will be addressed by the staff this week.

- A. Received a copy of correspondence from the PA Dept. of Environmental Protection to the City of Harrisburg in reference to the exemption from sewage facilities planning Dauphin County Material Recycling Facility indicating the project is exempt from the requirement to revise the official plan for new land development.
- B. Notification from R. J. Fisher & Associates, Inc., on behalf of Eastern Communities LTD, indicating they intend to file an application with DEP for a general permit to install underground utilities over a small unnamed tributary to Beaver Creek, for the Heather Glen residential development, West Hanover Township, Dauphin County.
- C. Notification from Mackin Engineering Company indicating they intend to replace

a pipe over an unnamed tributary to Spring Creek and the proposed structure rehabilitation over an unnamed tributary to Conewago Creek, Conewago Township, Dauphin County.

- D. Notification from the Pennsylvania Game Commission indicating they plan to install drainage pipes to Clarks Creek on State Game Lands #211 in Middle Paxton Township.
- E. Notification from H. Edward Black & Associates, PC, indicating that Derry Township Industrial Commercial Development Authority plans to submit an application to the Dauphin County Conservation District for a general permit to discharge storm water from construction activities in reference to a three level 603 space parking garage and a bus terminal to be located along West Chocolate Avenue 100 feet west of Park Avenue.
- F. Notification from Etzweiler & Associates indicating they intend to register use of a general permit in Upper Paxton Township, Dauphin County, for the installation of an agricultural stream crossing located at 404 Etzweiler Road, Upper Paxton Township.
- G. Notification from R. J. Fisher & Associates, Inc., indicating that B. Craig Bretz, Carol Murray-Negron and Joan E. Bretz are filing an application to DEP for a water quality management part II sewerage facilities permit for the construction of a sewage pumping station for a subdivision plan for Clover Hill Lots 10A, 10B, 10C and 12B.
- H. Notification from Bruce D. Corsnitz intends to apply to DEP for a general NPDES permit in reference to nine lot subdivisions located on Mountain Road in Halifax, Dauphin County.
- I. Notification from Buchart Horn, Inc., on behalf of James N. Negley, Manager for Derry Township, indicating they will be applying to DEP for an General permit for a minor road crossings for a bike path, Phase II-B.
- J. Notification from Hartman & Associates, Inc., indicating they will be applying to DEP for a NPDES permit for the Felicita Golf Course, single-family residential subdivisions and various projects adjacent to the golf course and resort.
- K. Notification from Dauphin Engineering Company, on behalf of Bern LLC, indicating they intend to apply to DEP for a PA general permit for the discharges of storm water from construction activities for a preliminary/final subdivision and land development plan for a proposed Warehouse addition and alternations, to the facility located 5500 Linglestown Road, Lower Paxton Township, Dauphin County.
- L. Notification from Dauphin Engineering Company, on behalf of 75 Associates, indicating the intend to apply to DEP for a PA general permit for discharges of storm water from construction activities related to the 75 South Houcks Road, located in Lower Paxton Township, Dauphin County.
- M. Notification from Herbert, Rowland & Grubic, Inc., on behalf of United Water Pennsylvania, indicating they intend to submit a water allocation permit for additional surface withdrawals from the Susquehanna River, Stony Creek, and Swatara Creek.

PUBLIC PARTICIPATION

(There was none.)

ADJOURNMENT

Mr. DiFrancesco made the motion to adjourn the meeting. Mr. Hartwick seconded the motion. Mr. Haste—Aye. Mr. DiFrancesco—Aye. Mr. Hartwick—Aye. Motion carried.

Transcribed by: Jena Wolgemuth
July 1, 2004

Respectfully submitted,

Chad Saylor, Chief Clerk/Chief of Staff
printed 7/28/04