

# LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA

Wednesday, April 13, 2022

9:15 a.m. – Conference Room #701, 7<sup>th</sup> Floor

*The Commissioners' Meeting is being video recorded for public viewing and is available on the County's website.*



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Ray D'Agostino.
2. Pledge of Allegiance
3. Minutes as Distributed: Postpone approval of the April 6, 2022, Commissioners' Meeting Minutes.
4. Old Business:
5. New Business:
  - a. **Proclamation – Child Abuse Prevention Month and Staff Recognition Award**

Crystal Natan, Executive Director	Robin Boyer, Director of Intake Services
Kelley Zipp, Director of Family Support	Amber Redcay, Child Protective Services, Supervisor
Karen Garber, Child Protective Services, Supervisor	Stacy Okochi, Screening Supervisor
Michael Rock, General Protective Services, Supervisor	Alexis Palmer, General Protective Services, Supervisor
Caitlin Hoover, General Protective Services, Supervisor	Malinda Hess, General Protective Services, Supervisor
Beth Eberly, Community Acton Partnership	
  - b. **Prison – Agreements with Nabors Coaching Group, LLC for Reentry Services and Leadership Training**

Cheryl Steberger, Warden  
Joseph Shiffer, Deputy Warden/Inmate Services  
Trish Nabors, President, Nabors coaching Group
  - c. **Behavioral Health/Developmental Services – Amended Agreement with Behavioral Health Corporation**

Judy Erb, Director  
George Custer, Director of Administration
  - d. **Children and Youth Agency and/or Juvenile Probation – Service Contracts**

Crystal Natan, Executive Director, Children and Youth Agency  
Cheri Modene, Director, Juvenile Probation
  - e. **Lancaster County Community Application Policy for ARPA Funding**

Ray D'Agostino, Commissioner
6. Business from Guests
7. Adjourn

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Prison, to approve the following:

**Agreement With:** Nabors Coaching Group, LLC, Lancaster, PA

**Purpose:** To provide onsite pre-release reentry services to designated Prison inmates.

**Amount/Term:** \$185,850.00 for FY 2022-2023 5.80% increase  
\$194,280.00 for FY 2023-2024 4.43% increase  
\$201,000.00 for FY 2024-2025 3.40% increase

**Funding:** Payments made from Prison's Store Account.

**Agreement With:** Nabors Coaching Group, LLC, Lancaster, PA

**Purpose:** To provide leadership training services to 50 staff including administrative, security supervisors and inmate services positions.

**Amount/Term:** \$62,000.00  
February 23, 2022 - February 22, 2023

**Funding:** Budgeted monies reallocated from other sources.

**PRERELEASE REENTRY SERVICES  
INDEPENDENT CONTRACTOR AGREEMENT**

**THIS AGREEMENT**, effective the 1st day of July 2022, by and between Nabors Coaching Group LLC., with a principal address of 313 West Liberty Street, Suite 201-202, Lancaster, Pennsylvania 17603 (hereinafter, “Nabors”) and the County of Lancaster, by and through the Lancaster County Prison, with a principal address of 150 North Queen Street, Lancaster, Pennsylvania 17603 (hereinafter, “the County”), as follows:

**WHEREAS**, the County, on behalf of Lancaster County Prison (hereinafter, “the Prison”), desires to offer onsite prerelease reentry services to designated Prison inmates; and

**WHEREAS**, Nabors desires to provide appropriately trained staff to serve said need; and

**WHEREAS**, the parties have previously agreed under agreements with effective dates of August 1, 2019 and July 1, 2020 that Nabors would provide such services to the Prison and inmates; and

**WHEREAS**, the term of the July 1, 2020 agreement expires on June 30, 2022; and

**WHEREAS**, the parties desire to continue the provision of onsite prelease reentry services to designated Prison inmates.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

**1. SCOPE OF WORK.**

- a. Nabors will provide services to the Prison through its employees as coordinated by Tricia Nabors, or a comparable employee agreeable to the Prison. Assignment of services as set forth herein are within the sole discretion of the Prison; there is no guarantee or representation as to volume or amount of compensation other than what is specified in this Agreement, and this Agreement is not an exclusive agreement as reentry services are provided to the Prison by other vendors.
- b. Nabors will provide prerelease programing within the Prison to prepare participating inmates for reentry into the community with the appropriate tools and support needed for success, with the goal of reducing recidivism.
- c. Nabors agrees to present, at a minimum, the reentry services classes set forth on the Prison Reentry Services Class Schedule 2022/23 (attached hereto and made a part hereof as Attachment “A”). All classes will be held within the Prison in a classroom setting. Each class will meet for ten (10) consecutive business days for a total of sixty (60) classroom hours. For years 2023/24 and 2024/25, class schedules will be submitted to the Prison prior to the beginning of the contract year.
- d. Pre-Release Program Requirements. Nabors shall:

- i. Provide an evidence-based pre-release program for both male and female inmates designated by the Prison.
  - ii. Coordinate with the Prison Reentry Services Manager and all Reentry Services staff to complete the class schedule for reentry as set forth in Attachment “A” plus any additional classes to be offered.
  - iii. Present a curriculum to include, but not be limited to, accessing community resources, job search/readiness, educational services, referral information, life skills training, goal setting, self-development/awareness, and information on additional formal services and treatment. To the greatest extent possible, all instruction shall be grounded in evidence-based practices to maximize participants’ ability to succeed and improve program outcomes.
  - iv. Prior to each class, provide a syllabus/course outline to all participants and clear participant expectations.
  - v. Collaborate with Prison Reentry Services staff to review individual inmate barriers at orientation, with the goal of prison staff addressing specific needs through the development of an Individualized Reentry Plan (IRP). Barriers may include but are not limited to housing, counseling (drug and alcohol, mental health, sexual assault, family, etc.), employment, medical/mental health concerns, transportation, and education. An IRP shall include a pre-release action plan, containing specific referrals to all services and programming recommended for reentry success. All action plans must be detailed to include dates, times and locations for services and programming.
  - vi. Provide relevant inmate information to all associated Prison Reentry Services staff as well as other reentry services providers.
  - vii. Collaborate with Prison staff to develop a specific plan of how disruptive inmate behavior will be addressed. Final decision regarding discharge from the program lies with the Prison.
- e. Pre-Release Program Administrative and Other Requirements. Nabors shall:
- i. Develop/foster partnerships with those individuals and entities able to assist with the provision of both prerelease and post release reentry services.
  - ii. Participate in reentry meetings, on an as needed basis when scheduled by the Prison or Reentry Services staff.
  - iii. Collect, track, and present demographic information, as well as information concerning prerelease barriers that impact recidivism, such as homelessness, drug abuse, medical/mental health issues, recidivism, education, and disability.
  - iv. Submit detailed invoices to Lancaster County Prison’s Director of Administration by the 5th day of each month for review of and payment for services provided.
  - v. Develop and make available brochures/fliers outlining program services, as well as other informational materials that can be provided to inmates at commitment or at any point in their incarceration at the Prison.
  - vi. Nabors agrees that staff providing services within the Prison will attend, at Nabors’ expense, the Prison’s 4-week New Hire Training course and successfully pass the exit exam. In addition, all such staff shall attend follow up staff training when offered (approximately two (2) 8-hour sessions per year, at Nabors’ expense).
  - vii. Nabors and its staff agree to adhere to all security guidelines set forth in Prison policies and procedures including entrance into the building, dress code, professionalism, inmate interactions, electronic communication devices, etc.

**2. TERM OF AGREEMENT.** This Agreement shall be for a thirty-six-month term beginning on July 1, 2022 and ending on June 30, 2025.

**3. COMPENSATION AND METHOD OF PAYMENT.**

- a. The County agrees to pay Nabors no more than One Hundred and Eighty-Five Thousand Eight Hundred and Fifty Dollars and Zero Cents (\$185,850.00) for the first twelve-month term of this Agreement. The County agrees to pay Nabors no more than One Hundred and Ninety-Four Thousand Two Hundred and Eighty Dollars and Zero Cents (\$194,280.00) for the second twelve-month term of this Agreement. The County agrees to pay Nabors no more than Two Hundred and One Thousand Dollars and Zero Cents (\$201,000.00) for the third twelve-month term of this Agreement.
  - i. For the first twelve-month term of this Agreement (July 2022- June 2023), and upon receipt of invoice on a monthly basis, the County will make payments in the form of a check in twelve (12) equal monthly installments, each in the amount of Fifteen Thousand Four Hundred and Eighty-Seven Dollars and Fifty Cents (\$15,487.50), commencing with the invoice for services rendered in July 2022.
  - ii. For the second twelve-month term of this Agreement (July 2023- June 2024), and upon receipt of monthly invoice, the County will make payments in the form of a check in eighteen (12) equal installments each in the amount of Sixteen Thousand One Hundred and Ninety Dollars and Zero Cents (\$16,190.00), commencing with the invoice for services rendered in July 2023.
  - iii. For the third twelve-month term of this Agreement (July 2024- June 2025), and upon receipt of monthly invoice, the County will make payments in the form of a check in twelve (12) equal installments each in the amount of Sixteen Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$16,750.00), commencing with the invoice for services rendered in July 2024.
- b. Payment will only be rendered for services provided in accordance with this Agreement and Nabors shall not bill for unrendered services.
  - i. In the event of Prison closure or program suspension that prevents the provision of services by Nabors, the Prison will provide as much advance notice of said closure or program suspension as possible under the circumstances.
  - ii. If a Prison closure or program suspension extends beyond one (1) month, a date for resumption of services will be determined by mutual agreement of the parties. Neither party will be deemed to be in breach of this Agreement as a result of a failure to schedule or provide services during such period of Prison closure or program suspension.
- c. The parties agree that the method of payment set forth in this Section shall constitute the sole remuneration owed by the County to Nabors under this Agreement for services rendered.
- d. Nabors shall maintain appropriate time and cost records during the period of this Agreement. Upon request by the County, Nabors shall promptly provide access to or written copies of said records.

#### **4. REPRESENTATIONS.**

- a. Nabors will ensure that all inmates' confidentiality and rights to privacy will be adhered to strictly regarding names, identities, clients, records, etc., except as disclosure is permitted by the laws and regulations of the Commonwealth.
- b. The County is not responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of, any act or omission, or violation of the law, on the part of third persons causing damage of any kind to Nabors or its employees or agents.
- c. In order to protect the County's good will, Nabors agrees that all of its employees will behave and conduct themselves reasonably, prudently, and courteously in such a manner as not to reflect adversely upon the County; and will perform at all times faithfully, industriously, and to the best of their ability, experience, and talents all of the duties that may be required of them pursuant to the expressed and implicit terms of this Agreement, and to the complete satisfaction of the County, and will act in conformity with all statutes and ordinances of the United States, of the Commonwealth of Pennsylvania, and of Lancaster County. Any conduct deemed to be adverse to the interests of the County, in the sole opinion of the County, as heretofore set forth may, at the option of the County, cause this Agreement to be terminated immediately without the thirty (30) days' notice set forth in Section 14 of this Agreement.

#### **5. STAFF PERSONNEL.**

- a. Nabors acknowledges and agrees that it is an independent contractor and, as an independent contractor, Nabors and its employees and agents are not covered by the workers' compensation or unemployment compensation insurance provided by the County to its employees. Nabors further agrees to provide workers' compensation and unemployment compensation coverage to its employees as may be required by law including the payment of premiums with respect to said coverage. Nabors additionally agrees that it is solely responsible for the payment and withholding of any federal, state, or local taxes, Social Security, or any other taxes whatsoever for its employees, and for subcontractors and their employees.
- b. Nabors agrees that it will require all personnel provided to the Prison under this Agreement to always perform their duties and responsibilities in the best interest of the Prison.
- c. All employees and volunteers provided to the Prison by Nabors are subject to the County's approval. The County may, at its sole discretion, reject any employee or volunteer supplied by Nabors and prevent said employee or volunteer from providing services to the Prison pursuant to this Agreement.

#### **6. CRIMINAL BACKGROUND RECORD CHECKS.**

- a. Nabors, at its sole expense, shall obtain and submit the following documents to the Prison for all its personnel providing services under this Agreement: (1) a Pennsylvania State Police Criminal History Record; (2) a Pennsylvania Child Abuse History Clearance. The County retains the right

to prohibit any individual from entering the Prison based upon the information contained in either of these documents. Said documents must be provided for all current employees and volunteers and for all new employees and volunteers before they can enter the Prison to provide services pursuant to this Agreement.

- b. Nabors must obtain and submit the Clearances identified in Paragraph (a) of this Section for all existing volunteers and employees every three (3) years for all existing volunteers and every five (5) years for all existing employees on the anniversary of this Agreement date. For future employees and volunteers hired after this Agreement is in place, Nabors must submit initial clearances before the employee or volunteer begins work, and new clearances every three (3) years for all existing volunteers and every five (5) years for all existing employees on the anniversary of the hire date of each employee or volunteer.

**7. INDEMNIFICATION.** Nabors, its heirs, successors, and assigns shall indemnify and hold the Prison, the County, its Commissioners, officers, employees, representatives, and agents harmless of and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the County, its Commissioners, officers, employees, representatives, and agents arising from or related to Nabors' performance of the Agreement, including but not limited to Nabors' negligence, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions of this Agreement. Nabors acknowledges that the County is not responsible for any loss liability, claims, damages, or expenses, including any attorneys' fees or costs, resulting from, or arising out of, any negligent act or omission, or any violation of the law on the part of third persons causing damage to Nabors or its employees in connection with this Agreement, and Nabors shall hold the County harmless and indemnify the County in connection therewith. Notwithstanding anything to the contrary in this Agreement, and to the maximum extent permitted by applicable law, the Prison and the County will not be liable to Nabors for any special, indirect, incidental, punitive, or consequential damages (including lost profits). The Prison and the County are not liable for damages caused in any part by Nabors' negligence or intentional acts or, except as expressly set forth herein, for any claim against Nabors or anyone else by any third party.

**8. LIABILITY AND OTHER INSURANCE.** Nabors, at its sole cost and expense, shall maintain: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage; (2) workers' compensation insurance to the extent necessary under applicable law; (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as the County may from time to time deem reasonably necessary; (4) cyber insurance coverage providing privacy response and third party liability coverage for all claims, costs, or damages arising out of the performance of the Agreement; and (5) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by Nabors. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance with an AM Best Rating of B+ or higher and shall be maintained continuously in full force and effect:

Minimum Liability Insurance Requirements (per occurrence):

General Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products Completed Operations Aggregate
	\$1,000,000 Personal & Advertising Injury
	\$1,000,000 Each Occurrence
	\$ 5,000 Medical Expense (any one person)
Cyberliability	\$1,000,000
Auto Liability:	\$1,000,000 Combined Single Limit
Workers' Compensation:	Statutory
Employer's Liability:	Bodily Injury by Accident \$100,000 Each Accident
	Bodily Injury by Disease \$100,000 Each Employee
	Bodily Injury by Disease \$500,000 Policy Limit
Umbrella Liability:	\$1,000,000
Professional Liability:	\$1,000,000

**9. GENERAL REQUIREMENTS FOR INSURANCE.** Except as otherwise approved by the County in writing, the following provisions shall apply to each and every policy of insurance which Nabors is required hereunder to carry and keep current and in force:

- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the County's approval.
- b. Nabors' certificate of insurance shall be provided to the County and to any other party designated by the County, which shall certify that the applicable insurance provisions herein required are current and in force at the time of entering into this Agreement and at any other time upon request by the County.
- c. At least thirty (30) days prior to the expiration of each required insurance coverage, Nabors shall provide the County with certificates of insurance renewal or replacement of the required insurance coverages.
- d. In the event of non-renewal or cancellation or any material change in coverage, Nabors shall in writing provide the County with sixty (60) days' notice of such action which shall be sent via certified mail to the County.
- e. Nabors shall not permit any condition to exist and shall not commit any act or omission, which would wholly or partially invalidate any insurance.
- f. The "County of Lancaster" shall be endorsed as an additional insured on all policies except workers' compensation and professional liability.



**10. SUBCONTRACTING.** The requirements described above are also applicable to any and all subcontractors hired by Nabors to perform work under this Agreement.

**11. ASSIGNMENT.** This Agreement, or any part thereof, may not be assigned by any party to it without written permission of all parties.

**12. MISCELLANEOUS.**

a. Nabors agrees that no representations or warranties have been made by the County or its agents with respect to this Agreement, unless specifically expressed or referred to herein.

b. The Prison shall provide private space for individual and group counseling sessions.

**13. AMENDMENTS.** No amendments or modifications to this Agreement shall be effective unless reduced to writing and executed by both parties.

**14. TERMINATION OF AGREEMENT.** The County shall have the right to terminate this Agreement in the event of loss of funding for this service without recourse by Nabors. The County shall also have the right to terminate this Agreement in the event that Nabors breaches any of the terms of conditions of this Agreement; provided, however, that the County shall provide Nabors with thirty (30) days' written notice of Nabors' alleged breach of this Agreement; and provided further that Nabors shall be entitled in those thirty (30) days to cure any alleged breach of this Agreement.

**15. JURISDICTION.** This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania.

**16. EQUAL EMPLOYMENT OPPORTUNITY.** Nabors shall not discriminate against any of its employees or applicants for employment or against any recipient of services under this Agreement on the basis of race, color, religion, sex, age, disability, or national origin.

**17. ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers.

**IN WITNESS WHEREOF,** the County of Lancaster and Nabors Coaching Group LLC have executed this Agreement as of the date above first written, intending to be legally bound hereby.

**ATTEST:**

**LANCASTER COUNTY  
BOARD OF COMISSIONERS**

\_\_\_\_\_  
Lawrence M. George, Chief Clerk

\_\_\_\_\_  
Ray D'Agostino, Chairman

\_\_\_\_\_  
Joshua G. Parsons, Vice Chairman

\_\_\_\_\_  
John Trescot, Commissioner

**ATTEST:**

**NABORS COACHING GROUP LLC**

\_\_\_\_\_  
Name/Title:

## New Beginnings Class Schedules

**2022-2023**

July 8, 2022 = Orientation  
July 11 – July 22 = Class

January 6, 2023 = Orientation  
January 9 – January 20 = Class  
(no class – January 16 – Holiday)

July 29, 2022 = Orientation  
August 1 - August 12 = Class

January 27, 2023 = Orientation  
January 30 – February 10 = Class

August 19, 2022 = Orientation  
August 22 - September 2 = Class

February 17, 2023 = Orientation  
February 21 – March 3 = Class  
**(no class, February 20 – Holiday)**

September 9, 2022 = Orientation  
September 12 – September 23 = Class

March 10, 2023 = Orientation  
March 13 – March 24 = Class

September 30, 2022 = Orientation  
October 3 - October 14 = Class  
(no class – October 10 – Holiday)

March 31, 2023 = Orientation  
April 3 – April 14 = Class

October 21, 2022 = Orientation  
November 24 – November 4 = Class

April 21, 2023 = Orientation  
April 24 – May 5 = Class

November 10, 2022 = Orientation  
November 14 – November 23 = Class

May 12, 2023 = Orientation  
May 15 – May 26 = Class

**(No orientation on November 11 - Holiday  
no class – November 24/25 – Holiday)**

December 2, 2022 = Orientation  
December 5 – December 16 = Class

June 2, 2023 = Orientation  
June 5 – June 16 = Class

Year 2023-2024 = TBD

Year 2024-2025 = TBD

**AGREEMENT FOR THE PROVISION OF LEADERSHIP TRAINING**

**THIS AGREEMENT** (hereinafter, the “Agreement”), is made and entered into this 13th day of April, 2022 (hereinafter, the “Effective Date”) by and between the County of Lancaster (hereinafter, the “County”), a class 2A county with a principal address of 150 North Queen Street, Lancaster, PA 17603, and Nabors Coaching Group, LLC (hereinafter, “Nabors”) with a principal address of 313 West Liberty Street, Suite 201-202, Lancaster, PA 17603 as follows:

**WHEREAS**, the County requires certain Services associated with leadership training (hereinafter, the “Services”) at the Lancaster County Prison (hereinafter, the “Prison”), 625 East King Street, Lancaster, PA 17602; and

**WHEREAS**, Nabors has the requisite ability and desire to provide such Services as described in more detail in Section 1 of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **SCOPE OF WORK.** Nabors agrees to provide leadership training Services as more fully set forth in the Proposal, attached hereto and made a part hereof as Attachment “A.” Said Services will be coordinated by Tricia Nabors or a comparable employee agreeable to the Prison.
2. **TERM.** This Agreement shall be for a one (1) year term beginning on February 23, 2022 and terminating February 22, 2023. This Agreement may be extended for additional one (1) year terms upon written agreement of the parties.
3. **COMPENSATION AND METHOD OF PAYMENT.**
  - a. The County agrees to pay Nabors no more than Sixty Two Thousand Dollars and Zero Cents (\$62,000.00) for the Services, allocated as follows:
    - i. Two Thousand Dollars and Zero Cents (\$2,000.00) per monthly On-Going Leadership Training session, totaling Twenty Two Thousand Dollars and Zero Cents (\$22,000.00);
    - ii. Three Thousand Dollars and Zero Cents (\$3,000.000) per monthly Supervisor Leadership Training session, totaling Twenty Seven Thousand Dollars and Zero Cents (\$27,000.00); and
    - iii. Two Thousand Dollars and Zero Cents (\$2,000.00) per quarterly Inmate Services Leadership Training session, totaling Eight Thousand Dollars and Zero Cents (\$8,000.00).
    - iv. Three Hundred and Seventy Five Dollars and Zero Cents (\$375.00) per hourly individual coaching session, totaling no more than Five Thousand Dollars and Zero Cents (\$5,000.000). Individual coaching sessions shall occur as directed by the Prison.

- b. Payment for On-Going Leadership Training, Supervisor Leadership Training, and Inmate Services Leadership Training shall be made by the County in two (2) equal installments. The first installment shall be due within thirty (30) days of the Effective Date. The second and final installment shall be due on or before the midpoint date of the Agreement, specifically, August 23, 2022.
- c. Payment for individual counseling sessions shall be made by the County within thirty (30) days of receipt of invoice from Nabors.
- d. Any additional coaching or training supplied by Nabors at the County's request shall be subject to the terms and conditions of this Agreement and any other terms and conditions set forth in the Proposal. Said coaching or training shall be billed at the non-profit rate of Three Hundred and Seventy Five Dollars and Zero Cents (\$375.00) per hour. Upon the County's acceptance and execution of a revised Proposal and compensation plan, said documents will be incorporated herein as if fully set forth.
- e. The parties agree that the payment provisions set forth in this Section shall constitute the sole remuneration owed by the County to Nabors under this Agreement for the Services.
- f. Nabors shall maintain appropriate time and cost records during the period of this Agreement. Upon request by the County, Nabors shall promptly provide access to or written copies of said records.
- g. In the event of early termination of this Agreement pursuant to Section 11, Nabors shall be entitled to payment for any accrued Services. Such payment shall be made by the County within thirty (30) days of receipt of invoice from Nabors.

4. REPRESENTATIONS; STAFF PERSONNEL.

- a. Nabors acknowledges and agrees that it is an independent contractor and, as an independent contractor, Nabors and its employees are not covered by workers' compensation or unemployment compensation insurance provided by the County to its employees. Nabors further agrees to provide workers' and unemployment compensation coverage to its employees as may be required by law, including the payment of premiums with respect to said coverage.
- b. Nabors further agrees that it is solely responsible for the withholding of any federal, state, or local taxes, Social Security, or other taxes whatsoever for Nabors, its employees, and for subcontractors and their employees.

- c. The County is not responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of, any act or omission, or violation of the law, on the part of third persons causing damage of any kind to Nabors or its employees or agents.
- d. In order to protect the County's good will, Nabors agrees that all of its employees will behave and conduct themselves reasonably, prudently, and courteously in such a manner as not to reflect adversely upon the County; and will perform at all times faithfully, industriously, and to the best of their ability, experience, and talents all of the duties that may be required of them pursuant to the expressed and implicit terms of this Agreement, and to the complete satisfaction of the County, and will act in conformity with all statutes and ordinances of the United States, of the Commonwealth of Pennsylvania, and of Lancaster County. Any conduct deemed to be adverse to the interests of the County, in the sole opinion of the County, as heretofore set forth may, at the option of the County, cause this Agreement to be terminated immediately without the thirty (30) days' notice set forth in Paragraph 11.
- e. All employees and volunteers provided to the Prison by Nabors are subject to the County's approval. The County may, at its sole discretion, reject any employee or volunteer supplied by Nabors and prevent said employee or volunteer from providing services to the Prison pursuant to this Agreement.

5. CRIMINAL BACKGROUND RECORD CHECKS.

- a. Nabors, at its sole expense, shall obtain and submit the following documents to the Prison for all of its personnel providing services under this Agreement: (1) a Pennsylvania State Police Criminal History Record; (2) a Pennsylvania Child Abuse History Clearance. The County retains the right to prohibit any individual from entering the Prison based upon the information contained in either of these documents. Said documents must be provided for all current employees and volunteers and for all new employees and volunteers before they can enter the Prison to provide services pursuant to this Agreement.
- b. Nabors must obtain and submit the Clearances identified in Paragraph (a) of this Section for all existing volunteers and employees every three (3) years for all existing volunteers and every five (5) years for all existing employees on the anniversary of this Agreement date. For future employees and volunteers hired after this Agreement is in place, Nabors must submit initial clearances before the employee or volunteer begins work, and new clearances every three (3) years for all existing volunteers and every five (5) years for all existing employees on the anniversary of the hire date of each employee or volunteer.

6. INDEMNIFICATION. Nabors, its heirs, successors, and assigns shall indemnify the County, its Commissioners, officers, employees, representatives, and agents and hold harmless of and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against

the County, its Commissioners, officers, employees, representatives, and agents arising from or related to Nabors' performance of this Agreement and as a result of Nabors' negligence for intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of the Agreement. Nabors acknowledges that the County is not responsible for any loss, liability, claims, damages, or expenses, including any attorney's fees or costs, resulting from or arising out of any negligent act or omission, or any violation of law on the part of third persons causing damage to Nabors or its employees in connection with this contract.

7. LIABILITY AND OTHER INSURANCE. Nabors, at its sole cost and expense, shall maintain: (1) commercial general liability insurance against any claims for bodily injury, death, or property damage; (2) workers' compensation insurance to the extent necessary under applicable law; (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as the County may from time to time deem reasonably necessary; and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by Nabors. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance with an AM Best Rating of A- or higher and shall be maintained continuously in full force and effect:

Minimum Liability Insurance Requirements (per occurrence):

General Liability:           \$2,000,000 General Aggregate  
                                       \$2,000,000 Products Completed Operations Aggregate  
                                       \$1,000,000 Personal & Advertising Injury  
                                       \$1,000,000 Each Occurrence  
                                       \$ 5,000 Medical Expense (any one person)

Workers' Compensation: Statutory

Employer's Liability:    Bodily Injury by Accident   \$500,000 Each Accident  
                                   Bodily Injury by Disease   \$500,000 Each Employee  
                                   Bodily Injury by Disease   \$500,000 Policy Limit

Umbrella Liability:       \$1,000,000 Each Occurrence/\$1,000,000 Aggregate

Professional Liability:   \$1,000,000

8. GENERAL REQUIREMENTS FOR INSURANCE. Except as otherwise approved by the County in writing, the following provisions shall apply to each and every policy of insurance which Nabors is required hereunder to carry and keep current and in force:

- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the County's approval.
  - b. Nabors shall cause each insurance carrier to deliver its certificate of insurance to the County and to any other party designated by the County, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the County's request.
  - c. At least thirty (30) days prior to the expiration of each required insurance coverage, Nabors shall provide the County with certificates of renewal or replacement policies (or copies of policies). In the event of non-renewal or cancellation or material change in coverage, Nabors shall provide the County with sixty (60) days' notice of such action which shall be sent via certified mail to the County.
  - d. Nabors shall not permit any condition to exist and shall not commit any act or omission, which would wholly or partially invalidate any insurance.
  - e. The "County of Lancaster" shall be endorsed as an additional insured on all policies except workers' compensation and professional liability. General liability and umbrella insurance shall be written on an "occurrence" form and shall name the County as Additional Insured on a primary and non-contributory basis. Where applicable, policies shall include a Waiver of Subrogation in favor of the County.
  - f. The requirements described above are also applicable to any and all other employees or sub-contractors hired by Nabors to perform work under this Agreement.
9. FORCE MAJEURE. Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God, war, or terrorism; changes in controlling law, regulations, orders, or the requirements of any governmental entity; severe weather conditions; civil disorders; natural disasters; fire; a national or Commonwealth of Pennsylvania emergency; disease; plague; epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions; general strikes throughout the trade; work stoppages, accidents, and freight embargos; interruptions, loss, or malfunctions of utilities, communications, or computer (software and hardware) services; and other unforeseeable circumstances beyond the control of the parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts. Each party shall orally notify the other party within forty-eight (48) hours and notify in writing within five (5) days of the date on which the party becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effects on



performance, (ii) state whether performance under the Agreement is prevented or delayed, and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. After receipt of such notification, the party receiving notice may elect to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the notifying party's delay.

10. NOTICES. Except as otherwise provided by this Agreement, Notices shall be sent as follows:

If to the County:

Lancaster County Prison  
Attn: Joe Shiffer, Deputy Warden of Inmate Services  
625 East King Street  
Lancaster, PA 17602

If to Nabors:

Nabors Coaching Group, LLC  
Attn: Tricia Nabors  
313 West Liberty Street, Suite 201-202  
Lancaster, PA 17603

11. TERMINATION OF AGREEMENT. The County shall have the right to terminate this Agreement in the event of loss of funding for the Services without recourse by Nabors; however, the County shall provide Nabors with as much notice of termination as is reasonable under the circumstances. Either party may terminate this Agreement in the event that the other party breaches any of the terms of conditions of this Agreement; provided, however, that the non-breaching party shall provide the breaching party with thirty (30) days written notice of the breaching party's alleged breach of this Agreement; and provided, further, that the breaching party shall be entitled in those thirty (30) days to cure any alleged breach of this Agreement.
12. CHOICE OF LAW AND JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania.
13. EQUAL EMPLOYMENT OPPORTUNITY. Nabors shall not discriminate against any of its employees or applicants for employment or against any recipient of services under this Agreement on the basis of race, color, religion, sex, age, handicap, or national origin.
14. AMENDMENT. Any alteration, modification, or waiver of a provision of this Agreement shall be valid only when reduced to a writing signed by both parties.

15. ASSIGNMENT. This Agreement or any part thereof may not be assigned by any party to it without the written permission of all parties.

16. COMPLETE AGREEMENT. This Agreement represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions, or offers. No modification to this Agreement shall be effective unless reduced to writing in a contract Amendment and executed by both parties.

**IN WITNESS WHEREOF**, the County and Nabors have executed this Agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

LANCASTER COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Lawrence M. George, Chief Clerk

\_\_\_\_\_  
Ray D'Agostino, Chairman

\_\_\_\_\_  
Joshua G. Parsons, Vice-Chairman

\_\_\_\_\_  
John Trescot, Commissioner

ATTEST:

NABORS COACHING GROUP LLC

\_\_\_\_\_

\_\_\_\_\_  
Tricia Nabors, CEO

February 28, 2022

Dear Cheryl and Joe,

As a follow-up to our meeting on, February 24, I am updating the training options as follows:

On-going Leadership training (12 people)

**Program Fees based on 42 hours, 4-hour monthly leadership training and individual coaching as needed: (first 2-hour meeting held February 23, 2022)**

- \$2,000 per meeting (including materials, prep, notes, unlimited e-mail for additional support)

*Total:* \$22,000 (any additional coaching will be billed at the non-profit rate of \$375/hr.)

Supervisor Leadership training (18 people)

Leadership Training focusing on the courage building skills of Dare to Lead™ (DTL™)

**Program Fees & Expenses based on 18 hours, 2-hour monthly leadership training and individual coaching as needed. We will have an AM and a PM group of trainees:**

- \$3,000 per meeting (including materials, prep, notes, unlimited e-mail for additional support)

*Total:* \$27,000 (any additional coaching will be billed at the non-profit rate of \$375/hr.)

Re-entry Leadership training (20 people)

**Program Fees & Expenses based on 16 hours, 4-hour quarterly leadership training and individual coaching as needed:**

- \$2,000 per meeting (including materials, prep, notes, unlimited e-mail for additional support)

*Total:* \$8,000 (any additional coaching will be billed at the non-profit rate of \$375/hr.)

## TERMS AND CONDITIONS

*Terms.* Payments are accepted in two 50% installments. The first installment is due five (5) business days prior to the start of the next training session. The second installment is due mid-point of the coaching engagement.

*Cancellation:* This project may be cancelled at any time, for any reason, without penalty. Please know that all fees paid will be non-refundable. We do ask that you provide a one week notice prior to cancellation.

If you have any questions, please feel free to contact me anytime. I look forward to continuing working with you and your team. I'm confident that we can make a difference.

Sincerely,

Tricia Nabors, President

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of Behavioral Health/Developmental Services, to approve the following:

**Amended Agreement With:**

Behavioral Healthcare Corporation  
Lancaster, PA

**For:**

To increase funding for wage increases for direct service staff in the Mobile Social Rehabilitation program.

Behavioral Healthcare Corporation provides evaluation, treatment planning and implementation of goal-oriented treatment for individuals being served by Lancaster County Behavioral Health. Services are provided in the mental health consumer's place of residence unless otherwise clinically indicated. Psychiatric Nursing provides psychiatric medical care to consumers in their homes. This service helps prevent both local and state hospitalizations.

**Amount:**

Additional \$8,683.31, which is a 2.59% increase, for a total of \$343,785.31.

**Term:**

Fiscal Year July 1, 2021 through June 30, 2022.

**Funding:**

Human Services Block Grant.

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Children and Youth Agency and/or the Office of Juvenile Probation, to approve the following for Fiscal Year 2021-2022:

<b><u>Agreements With:</u></b>	<b><u>For:</u></b>	<b><u>Amounts</u></b>	<b><u>% Increase/ Decrease</u></b>
Affinity Forensic Services Reading, PA	Tier A Risk Assessment 45 days	\$191.48/day	+10.10%
	Tier C Specialized Placement	\$191.62/day	+10.25%
	Tier E Supported IL	\$186.63/day	+9.88%
	Kinship Placements (ages 10-21)	\$201.87/day	
	Polygraph Test	\$350.00	
Avanco International, Inc. Clifton, VA	Consultant Contract		
	CAPS Version 17 Upgrade	\$26,790.24	+15.31%
	Federal funding 20%		
	State funding 50%		
	County funding 30%		
Bair Foundation of PA New Wilmington, PA	Supported Enhancement Foster Care/ Kinship Care	\$84.36/day	8.85%
	Supported Moderate Foster Care/ Kinship Care	\$84.36/day	8.85%
	Medically Needy Level I	\$72.07/day	12.94%
	Medically Needy-Level 2	\$72.07/day	12.94%
	Medically Needy Level 3	\$77.02/day	9.78%
	Medically Needy Level 4	\$77.02/day	9.78%
	Lower-Level Foster Care/ Kinship Care (Ages 0-11)	\$73.38/day	10.71%
	Lower-Level Foster Care/ Kinship Care (Ages 12-21)	\$78.38/day	18.26%
	Structured Intervention Foster Care	\$88.55/day	8.4%
	Treatment Foster Care	\$175.00/day	
Board of Child Care of the United Methodist Church Baltimore, MD	Community Based Residential Rates through 9/30/21	\$231.66/day	
	Community Based Residential Rates effective 10/1/21	\$394.29/day	70.2%
Children's Choice, Inc. Chester, PA	Family Foster Care (FFC) Level I	\$51.12/day	NA
	FFC Level II	\$54.27/day	
	FFC Level III	\$64.12/day	
	FFC Treatment Level	\$87.00/day	
	FFC Medical Level I	\$64.25/day	
	FFC Medical Level II	\$64.25/day	
	FFC Medical Level III	\$64.25/day	
	FFC Medical Level IV	\$64.25/day	
	Kinship Treatment Level	\$87.00/day	

-Continued-

<u>Agreements With:</u>	<u>For:</u>	<u>Amounts</u>	<u>% Increase/ Decrease</u>
CHOR Youth & Family Service	Tier A Risk Assessment 45 days	\$191.48/day	10.10%
DbA Affinity Forensic Services	Tier C Specialized Placement	\$191.62/day	10.25%
Reading, PA	Tier E Supported IL	\$186.63/day	9.88%
	Kinship Placement (Ages 10-21)	\$201.87/day	
	Polygraph Test	350.00	
	Term	Effective 10/1/21 through 6/30/22	
CHOR Youth & Family Service	Mathom Treatment Prog West Side	\$105.62/day	N/A
DbA Edison Court	Mathom Residential Prog West Side	\$443.77/day	
Doylestown, PA	Mathom Treatment Prog East Side-Secure	\$105.62/day	
	Mathom Treatment Prog East Side-Secure	\$443.77/day	
	Easton Manor Treatment Prog	\$371.83/day	
	Easton Manor Residential Program	\$486.46/day	
	Paths Residential Program	\$448.28/day	
	Paths Treatment Program	\$318.52/day	
	Term	Effective 10/1/21 through 6/30/22	
Concilio	Foster/Kinship Treatment (age 0-12)	\$92.84/day	-4.54%
Philadelphia, PA	Foster/Kinship Treatment (age 13 & Over)	\$102.84/day	-4.12%
		Effective 1/24/22	
George Junior Republic	Regular Residential	\$274.80/day	50.48%
Grove City, PA	Diagnostic	\$282.00/day	13.29%
	Special Needs (1-13)	\$318.75/day	12.01%
	Drug and Alcohol	\$241.80/day	31.76%
	Intensive Supervision Unit	\$422.20/day	23.21%
	Special Needs MA – R&B	\$128.64/day	
	Drug and Alcohol MA-R&B	\$ 82.94/day	
Pressley Ridge	CRR – R&B	\$26.25/day	5%
Pittsburgh, PA	CRR - Treatment	\$224.54/day	
	Foster Care Level I	\$55.03/day	8.65%
	Foster Care Level II	\$95.60/day	32.7%
	Treatment Foster Care	\$128.39/day	
	Standby Foster Care	\$40.00/day	60.0%
Valley Youth House, Inc.	SIL Single Rate	\$184.94/day	53.12%
Bethlehem, PA	SIL Plus Single	\$206.25/day	29.2%
	SIL Plus High Structure	\$223.17/day	12.44%
	IL REAL Base	\$239.70/day	50.15%
	IL REAL High Structure	\$252.01/day	26.97%

- Continued -

<u>Agreements With:</u>	<u>For:</u>	<u>Amounts</u>	<u>% Increase/ Decrease</u>
Valley Youth House Continued	IL REAL Mom Only	\$200.85/day	10.61%
	IL REAL Baby Only	\$66.95/day	8.4%
	Lehigh Valley Shelter	\$410.94/day	116.65%
	Bucks County Shelter	\$299.00/day	17.70%
	Unlicensed SIL single living-apartment	\$70.88/day	7.36%
	Unlicensed SIL single living-college dorm	\$40.04/day	13.81%
	Unlicensed SIL single living-with relative	\$46.71/day	11.61%
	Unlicensed SIL single living-rented room	\$54.21/day	9.85%
	Unlicensed SIL single living-shared apartment	\$57.54/day	9.23%
White Deer Run Pittsburgh, PA	Secure Care Adolescent Male Sexual Offender Program	\$325.00/day	3.17%
	Two Week Diagnostic Eval. Program	\$350.00/day	

**NOTE:** All agreements are 16% County funding; 56% State funding; and 28% Federal funding for Fiscal Year 21-22 unless otherwise noted.

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster to approve the following:

- Policy:** Lancaster County Community Application Policy for American Rescue Plan Act (ARPA) Funding.
- Purpose:** To provide guidance regarding community requests for Lancaster County ARPA funds and to provide an application and review process.
- Term:** This Policy shall commence immediately and terminate on August 31, 2022 unless extended by motion by the Lancaster County Board of Commissioners.

4/13/22



## LANCASTER COUNTY COMMUNITY APPLICATION POLICY FOR ARPA FUNDING

Lancaster County is authorized to receive up to \$106 million in American Rescue Plan Act (ARPA) funds. It is important to note when determining the potential use of ARPA funds, that while many counties absorbed a significant amount, if not most, of their CARES funding for county operations, Lancaster County deployed approximately 80% of the \$96 million of CARES Act funds in 2020 through 2021 into the community to protect lives and livelihoods given the magnitude of the health issues and higher level of government shutdowns and mandates.

Similar to CARES requirements which sunset, ARPA funds must be obligated by 12/31/24. While ARPA funds may be spent through 12/31/26, the County must obligate those funds by 12/31/24 or risk losing ARPA funds, therefore, the County's application and review process will focus on the obligation date. It should be noted that State and federal governments are also making ARPA funds available for many uses or have other programs that provide funding.

With ARPA funds, the County is looking at using this one-time source of funding, which will disappear in a few years, for one-time projects that will be transformational and benefit the taxpayers of Lancaster County. It is anticipated that a sizeable portion of these funds will be used to assist Lancaster County government in hiring and retaining staff, updating, and modernizing its infrastructure, as eligible in ARPA guidelines. In addition, the County is also making some ARPA funds available to community organizations, businesses and authorities who have not otherwise received ARPA funds, in a guided and streamlined manner. Municipalities who have projects that fit the County guidelines and go beyond the ability to use their ARPA allocation, may also be eligible.

Below are the County's current guidelines for requesting ARPA funding. When submitting proposals within the County's guidelines, such proposals must meet U.S. Treasury ARPA Final Rule and Guidelines, which can be found at <https://home.treasury.gov/news/press-releases/jy0550>. It is important to note that should legislation be passed changing the Rule and Guidelines for use of ARPA funds, the County's guidelines and use would change to reflect that legislation.

### Guidelines

The project must meet the following criteria:

- A. Community-wide benefit that meets an eligible objective of ARPA in the following areas:
  1. Infrastructure (water, sewer, broadband)
  2. Clean water / natural area conservation initiatives
  3. Public safety (Law enforcement, EMS, EMA, Fire)
  4. Technology modernization
  5. Work force development
  6. Planning and/or mitigation for disease prevention and control in congregate settings
  7. Affordable housing that serves senior citizens and/or persons with disabilities, or housing for low-to-moderate income households that also provide assistance working toward financial stability, affording market rate housing and/or homeownership
- B. One-time funding into a prospective project (unless there is a limited multi-year project that ends by 12/31/24).
- C. Does not require additional ongoing operational funding to sustain the project, unless it is a significant expansion of an existing project, and the organization can conclusively identify committed sources of funding after 12/31/24. The project must not duplicate an existing government program, project, or service.
- D. "Last-in" funding – due to the sunset use of ARPA funds, all other sources of funds must be identified and committed such that the project can be completed, and funds disbursed by 12/31/24.
- E. Partner organization / agency funds are required - ARPA cannot be the sole source of funds for the project. It is difficult and would not be prudent to establish a minimum percentage criterion, however, the more funding provided beyond the County ARPA requested dollars, the better. This includes municipalities which have received ARPA funds.

- F. No administrative, interest or other fees are permitted for use of County ARPA funds, any such fees or costs will be considered in-kind contributions to the project.

**Timeline for Applications:** To provide the community both flexibility and nimble access to ARPA funds, and prudence for the County in allocations of ARPA Funds, the County will accept applications on a rolling basis until August 31, 2022. Applications will be reviewed and may be obligated by the County on a rolling basis during this time period. The County will allocate a portion of the funds during this period of application, but also intends to make available another application period.

**Process for Submitting Requests**

- Complete and file a County application form. Applications will be received on a rolling basis until August 31, 2022 in accordance with the Timeline listed above. Additional application timelines will be determined and published after August 31, 2022.
- Applicants that aggregate multiple projects in one application must clearly delineate each project including costs and timeline for completion and rank the list in the Applicant's order of priority.
- Applications that have multiple partners must list each partner, the contact person(s), and their role and contribution in the project (financial or otherwise).
- Applications are reviewed by the ARPA Committee and a recommendation made to the Board of Commissioners (BOC) as to whether it meets ARPA rules, County guidance, and suggested ranking of each project.
- Applications will come before the BOC at a public meeting for presentation, public comment, and a final determination.
- If funding is approved, Applicant will be required to enter into an Agreement with the County.

Work Session, April 12, 2022

**LIBRARY SYSTEM OF LANCASTER COUNTY, BOARD OF DIRECTORS**

Reappointment to a second three-year term from April 30, 2021, through April 29, 2025.

**Mr. Dale Hamby**, Lancaster County resident.

# LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA

Wednesday, April 13, 2022

9:15 a.m. – Conference Room #701, 7<sup>th</sup> Floor

*The Commissioners' Meeting is being video recorded for public viewing and is available on the County's website.*



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Ray D'Agostino.
2. Pledge of Allegiance
3. Minutes as Distributed: Postpone approval of the April 6, 2022, Commissioners' Meeting Minutes.
4. Old Business:
5. New Business:
  - a. **Proclamation – Child Abuse Prevention Month and Staff Recognition Award**  
Crystal Natan, Executive Director  
Kelley Zipp, Director of Family Support  
Karen Garber, Child Protective Services, Supervisor  
Michael Rock, General Protective Services, Supervisor  
Caitlin Hoover, General Protective Services, Supervisor  
Beth Eberly, Community Acton Partnership  
Robin Boyer, Director of Intake Services  
Amber Redcay, Child Protective Services, Supervisor  
Stacy Okochi, Screening Supervisor  
Alexis Palmer, General Protective Services, Supervisor  
Malinda Hess, General Protective Services, Supervisor
  - b. **Prison – Agreement with Nabors Coaching Group, LLC for Reentry Services**  
Cheryl Steberger, Warden  
Joseph Shiffer, Deputy Warden/Inmate Services  
Trish Nabors, President, Nabors coaching Group
  - c. **Behavioral Health and Developmental Services – Amended Agreement with Behavioral Health Corporation**  
Judy Erb, Director  
George Custer, Director of Administration
  - d. **Children and Youth Agency – Service Contracts**  
Crystal Natan, Executive Director  
Cheri Modene, Director of Juvenile Probation
  - e. **Lancaster County Community Application Policy for ARPA Funding**  
Ray D'Agostino, Commissioner
6. Business from Guests
7. Adjourn

# PROCLAMATION

## *Child Abuse Prevention Month*

April 13, 2022

WHEREAS, Lancaster County's greatest resource is our children, it is crucial that we take on the responsibility to guide and nurture their development. We strive to ensure every child in our County can have a healthy and safe upbringing by working together to prevent child abuse; and

WHEREAS, Each year, thousands of reports of suspected child abuse are made to Pennsylvania's Child Abuse Registry and many more go unreported. In 2021, Lancaster County Children and Youth investigated over 1,646 cases of suspected abuse. Child abuse is a tragedy for our children and a tragedy for our County. When children can grow and develop in a caring and nurturing home environment, they are much more likely to have brighter futures, and make a positive impact in their community; and

WHEREAS, We must work collaboratively to protect the children of Lancaster County. We applaud Lancaster County's law enforcement community, Lancaster County Children and Youth Agency and other public services, as well as the countless community organizations, schools, businesses and concerned citizens who are joining forces in this endeavor; and

WHEREAS, Effective child abuse prevention programs succeed because of partnerships created between families, law enforcement, the courts, social service agencies, schools, religious organizations, and the business community, who work hard to nurture and support the victims of child abuse and prevent future abuse; and

WHEREAS, All citizens should become more aware of child abuse and work to prevent it within Lancaster County and beyond.

NOW, THEREFORE, WE, THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA Do hereby proclaim April 2022 as "Child Abuse Prevention Month" in Lancaster County and call upon all citizens to increase their participation in efforts to prevent child abuse, thereby strengthening the community in which we live.

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*Ray D'Agostino, Chairman*

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*Joshua G. Parsons, Vice Chairman*

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*John Trescot*

*Board of Commissioners  
Lancaster County, Pennsylvania*

# LANCASTER COUNTY ELECTION BOARD AGENDA

APRIL 13, 2022

Conference Room #701, 7<sup>th</sup> Floor



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Ray D'Agostino.
2. Minutes as Distributed:
  - a. Postpone approval of the April 6, 2022 Election Board Minutes.
3. Old Business:
4. New Business:
  - a. **Resolution No. 3 of 2022 – Proposed Polling Place Changes**  
Christa Miller, Chief Clerk/Chief Registrar, Board of Elections
  - b. **Update on the 2022 Primary Election**  
Christa Miller, Chief Clerk, Board of Elections
5. Business from Guests
6. Adjourn