

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,
PENNSYLVANIA**

COUNTY COUNCIL OF THE COUNTY OF
ALLEGHENY, PENNSYLVANIA

Plaintiffs,

v.

RICH FITZGERALD, IN HIS OFFICIAL
CAPACITY AS CHIEF EXECUTIVE OF THE
COUNTY OF ALLEGHENY,
PENNSYLVANIA, AND COUNTY OF
ALLEGHENY,

Defendants

and

ADELPHOI WESTERN REGION, INC.,

Additional Defendant.

No. GD 23-11396

CONSENT ORDER

WHEREAS the parties have reached an agreement to resolve the claims and disputes among County Council of the County of Allegheny, Pennsylvania (“Council”); the Chief Executive and the County of Allegheny (collectively the “County”); and Adelphoi Western Region, Inc. (“Adelphoi”), involving the Agreement between Adelphoi and the County of Allegheny, dated September 15, 2023, (the “Agreement”) with the following terms and conditions:

It is, on this ____ day of August 2024, it is hereby **ORDERED, ADJUDGED** and **DECREED** as follows:

1. This Order is entered based on a negotiated settlement between the parties and is not to be construed as an admission of liability by any party.
2. There shall be established a Juvenile Detention Board of Advisors (Board of Advisors) consistent with 16 P.S. 5538. This Board of Advisors shall consist of ten members: the County Chief Executive or her designee, the County Controller or his designee, and eight private citizens, three to be appointed by the President Judge of the Court of Common Pleas; and four to be appointed by the Chief Executive subject to confirmation by Council. As to the final member, Council shall submit the name of three individuals (none of whom are members of Council) to the Chief Executive and the Chief Executive shall choose one of those individuals to serve as a member of the Board of Advisors. The members of the Board of Advisors shall serve a term of three years. Vacancies occurring in the membership of the Board of Advisors shall be filled for the unexpired term by the Chief Executive, the President Judge depending upon who originally appointed the board member and, with respect to the single Council nominated and Chief Executive selected board member in the manner set forth above.
3. Adelphoi will agree to provide, ten days prior to each meeting, to the Director of the Department of Human Services or her designee (who will then provide to the Board of Advisors) , which shall meet no more than once monthly, anonymized statistical data, consistent with its reporting to the Commonwealth in the following subject areas:
 - a. Environment of Care and Life Safety
 - i. Staffing (hiring, vacancies, training)
 - ii. Safety and Security Review
 - iii. Emergency Preparedness
 - iv. Clinical Equipment

- v. Space Utilization
 - vi. Fire Safety
 - vii. Food Service
 - b. Client Care
 - i. Medical/Dental
 - ii. Behavioral Health
 - iii. Counseling and Group
 - iv. Education
 - v. Recreation
 - vi. Family Visitation
 - c. Operational
 - i. Admissions and Discharges
 - ii. Demographics, Average Length of Stay, Reason for Admission
 - iii. Reportable Incidents (as defined by Regulation 3800.16)
 - iv. Licensing Action and Citations
 - v. Grievance Report
 - vi. Highlights and Challenges
- 4. No later than June 1, 2028, the Executive shall notify Council, via written notice to the President of Council, of their intention to provide or not to provide written notice to Adelphoi of their decision to terminate for convenience as set forth in Section 7(A)(1). Should Council disagree with the Executive's decision to continue the contract, Council may compel by majority vote of the seated members of Council, the Chief Executive to terminate the Agreement in accordance with the Agreement and provide 365 days' notice of termination no later than September 14, 2028.
- 5. The Board of Advisors will be advisory and consultative in nature and shall function in a manner consistent with 16 P.S. §5538. The Board of Advisors will adopt bylaws approved by the President Judge and the Chief Executive. Duties of the Board of Advisors include, convening regular meetings at least six times per year, not more than once a month, reviewing the statistical data supplied by Adelphoi, making recommendations to improve operations of the facility,

receiving public comment, and preparing minutes and reports of each Board of Advisors meeting that shall be posted on the www.alleghenycounty.us website - Highlands at Shuman Advisory Board. All public comments will be given to the Board of Advisors and made a part of the meeting minutes. The Board of Advisors shall annually report to the County Manager and Department of Budget and Finance, on or before the first day of September consistent with 16 P.S. § 5540. The members of the Board of Advisors shall serve without compensation. Expenses incurred in the performance of duties by the Board of Advisors shall be itemized and presented with vouchers to the County Controller for payment, and a semi-annual report thereof shall be made to the Chief Executive and Council.

6. The County agrees to contribute \$7,500 in attorney's fees to Council's budget. Payment shall be made no later than thirty (30) days after the docket of this case is marked settled and discontinued.
7. Each party will release the other parties from any claims against the other parties with respect the Agreement; the declaratory judgment action instituted by Council; the cross claims filed by Adelphoi at the above number and term; and any other claims related to the matters referenced in this Order of Court. The Parties agree to settle and discontinue all their respective claims and crossclaims on the Court docket.

Honorable Katherine B. Emery
Senior Judge

BY CONSENT:

For County Council

Frederick Frank, Esquire
Solicitor for Allegheny County Council

Patrick Catena, President of Allegheny County Council

For Adelphoi Western Region, Inc.,

CEO

Kathleen Jones Goldman, Esquire
Counsel for Adelphoi Western Region, Inc.

For Allegheny County

Rosalyn Guy-McCorkle
Solicitor

Steve Pilarski
Acting Manger