

# The Legislature of Rockland County



**PHILIP SOSKIN  
LEGISLATOR-DISTRICT 7  
CHAIR, MULTI-SERVICES COMMITTEE**

**AGENDA  
MULTI-SERVICES COMMITTEE  
TUESDAY JANUARY 13, 2015  
6:00 PM**

**ROLL CALL**

**ADOPTION OF MINUTES OF DECEMBER 09, 2014 MEETING.**

- 1. REF.# 7780** APPROVING AN INTERMUNICIPAL AGREEMENT IN EXCESS OF \$100,000 BETWEEN THE COUNTY OF ROCKLAND ON BEHALF OF ITS DEPARTMENT OF SOCIAL SERVICES AND THE COUNTY OF WESTCHESTER FOR THE PROVISION OF RESPITE SERVICES BY THE CHILDREN'S VILLAGE, INC. AT HAMMOND HOUSE ROAD IN VALHALLA, NEW YORK IN AN AMOUNT NOT TO EXCEED \$200,000 AND PAYABLE AT THE RATE OF \$200 PER DIEM FOR THE PERIOD FROM MARCH 1, 2014 THROUGH FEBRUARY 28, 2017 AND AUTHORIZING ITS EXECUTION BY THE COUNTY EXECUTIVE [DEPARTMENT OF SOCIAL SERVICES] (\$200,000) (SUSAN SHERWOOD COMMISSIONER OF SOCIAL SERVICES) DL#: 2014-04856
- 2. REF.# 2973** APPROVING THE EXECUTION OF AN INTERMUNICIPAL AGREEMENT BETWEEN THE COUNTY OF ROCKLAND, ON BEHALF OF ITS DEPARTMENT OF MENTAL HEALTH, AND THE NORTH ROCKLAND CENTRAL SCHOOL DISTRICT TO PROVIDE A SATELLITE CLINIC OFFERING BEHAVIORAL HEALTH SERVICES AT FIELDSTONE MIDDLE SCHOOL FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF EXECUTION WITH AUTOMATIC ONE (1) YEAR RENEWALS UNLESS TERMINATED BY EITHER PARTY AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE INTERMUNICIPAL AGREEMENT[DEPARTMENT OF MENTAL HEALTH] (MICHAEL LEITZES ACTING COMMISSIONER OF MENTAL HEALTH) DL #: 2014-03169
- 3. REF # 8216** CONFIRMING THE APPOINTMENT OF MICHAEL LEITZES OF PEARL RIVER, NEW YORK AS THE ROCKLAND COUNTY COMMISSIONER OF MENTAL HEALTH (EDWIN J. DAY COUNTY EXECUTIVE) DL#: 2014-05013



WHEREAS, Article 5-G of the General Municipal Law authorizes municipal governments to perform together that which each government is authorized to perform individually and requires that any intermunicipal cooperation agreement be approved by each participating municipal corporation by a majority vote of the voting strength of its governing body; and

WHEREAS, Local Law No. 18 of 1996 provides for the Legislature to approve the "execution of all contracts in excess of \$100,000 entered into by the County"; and

WHEREAS, The Committees of the Legislature have met, considered and approved this resolution; now, therefore, be it

RESOLVED, That the Legislature of Rockland County hereby approves the intermunicipal agreement in excess of \$100,000 between the County of Rockland, on behalf of its Department of Social Services, and the County of Westchester for the provision of respite services by the Children's Village, Inc. at Hammond House Road in Valhalla, New York in an amount not to exceed \$200,000, and payable at the rate of \$200 per diem, for the period from March 1, 2014 through February 28, 2017, and hereby authorizes the County Executive to execute the intermunicipal agreement on behalf of the County.

BB:lo

2014-04856

11/12/14

## SCHEDULE "A"

### SCOPE OF SERVICES

**Agency Name:** The Children's Village

**Title of Program:** The Sanctuary Shelter – Respite

**Program History:** The Children's Village was founded in 1851 to shelter the homeless immigrant children of the Lower East Side in New York City. The agency moved to Westchester County in 1905 and has evolved over the years to grow and develop a wide range of programs to meet changing needs. Following in the roots of CV, it opened the Sanctuary in 1994 to provide emergency housing for runaway and homeless youth. The respite component was added later as part of the expanding PINS legislation and the wise observations of the County administrators who saw the benefits of short term crisis placements which reduce the need for long-term foster care. Over the years the program has had several sites finally settling into its current state-of-the-art designed building which opened in 2002.

**Program Justification:**

CV provides Crisis Respite to adolescents at high risk of foster care. This service allows families to temporarily separate while building safety and risk-reducing interventions or coping strategies for families. This service provides families with the break that is needed to problem solve. It reduces placement in care. Without this service the children in crisis could potentially have come into foster care.

The Children's Village will provide respite care and services to youth eligible for Mandated Preventive Services, Child Protective Services and Probation services at the Runaway and Homeless Youth Shelter subject to the following conditions: Crisis respite care and services means the provision of brief and temporary care and supervision of children for the purpose of relieving parents of the care of children at a time of need for support or when there has been a loss of capacity to maintain an adequate level of care and supervision due to an unexpected demand upon the family or deterioration of family relationships such that there is a need for immediate assistance in order to be able to maintain or restore family functioning.

**Program Capacity:**

There is a 14 bed capacity. Because youth come to us on an emergency basis, there is no expectation of how many young people will be served at a time. We anticipate an annual count of 200 unduplicated admissions per year.

**Target Referral:**

Referrals come from the Probation or Social Services System. PINS legislation mandates this service be provided to adolescence as a PINS diversion strategy. Services are also provided to CPS older adolescents to provide a respite for parents and children in crisis. Children are provided shelter, case management and educational supports. We accept both boys and girls between the ages of 12 and 17.

**Program Description:**

The Sanctuary provides a structured residential program for youth whose family is experiencing serious turmoil that requires a brief separation while the crisis is calmed. The youth continue in the regular zone school. They are provided with basic needs of food, clothing, assessment for physical and psychological services, and age-appropriate programs of independent living skills, employment readiness, and cultural enhancement.

When crisis respite care and services are provided to a family, DSS or the voluntary agency supervising the approved respite care and services must provide crisis counseling to the children's family. Such counseling may be provided by DSS or a supervising agency or by arrangement with an appropriate counseling or mental health agency. The Sanctuary clinical team can initiate or support such services. Crisis counseling must address the situation or condition for which respite care and services are needed and/ or the stress and tension in the family resulting from that situation or condition.

An initial crisis counseling contact must be made with the family within 24 hours of the child's placement with an approved respite care and services provider and, where appropriate, be provided as often as practical until the child returns home. Crisis counseling may continue as long as needed after child returns home from respite care in order to prevent the need for the child's placement in foster care, provided, however, that the services are needed and that it is reasonable to believe the services will be effective.

DSS or the voluntary agency supervising an approved respite care and services provider must maintain weekly contact with the approved respite care and services provider whenever children are receiving respite care and services from the provider. Contact with the respite care and services provider may take place in the home or other place where the provider is providing such service or may be made by telephone.

Services under this contract are especially for children residing with their families who are receiving services from the Department of Probation or Department of Social Services. Children in the care and custody of the Commissioner of Social Services will not be eligible for services under this contract unless written approval is given by the designee of the Commissioner. Children in care but home on trial discharge at risk of re-placement due to a crisis situation are the one exception to this policy.

- Crisis respite care and services may be provided for periods of less than 24 hours
- Crisis respite care and services for families may be provided for up to a maximum of 21 consecutive days at a time, except that where a parent is participating in a substance abuse detoxification treatment program when crisis respite care and services for families may be provided for up to a maximum of 30 consecutive days at a time.
- Where a parent is not in a substance abuse program and respite care is needed for up to 30 days, the assigned caseworker must send a written statement, signed by his/her supervisor, to the Child Protective Services (CPS) Program Manager explaining the reason for the extended care.

- A case conference must be held with the Program Child Protective Services Manager when respite care extends beyond the 30 consecutive days.
- A period of 7 consecutive days must elapse before respite care and services may be provided to a family, which has previously received such care and services for any length of time.
- Respite care and services may be provided to a family for a maximum of seven weeks in any calendar year.
- If crisis respite care and services are provided to a family more than twice in any 12 month period, DSS must assess and determine the needs of the child and family for additional support services.

#### Program Referral Process

Respite shall be delivered in accordance with the respite protocols as developed in conjunction with the Westchester County Department of Social Services and The Children's Village as described below.

1. Respite Services are voluntary and can only be received with the consent of the youth (in some cases parental consent may be required also). A Sanctuary staff member must talk to the youth prior to the youth's arrival at The Sanctuary Program.
2. The referring agency will fax over a request for respite services with the signature of the primary case planner of the agency requesting the service.
3. The referring agency is the lead agency for case- management and discharge planning. When Probation and Child Protective Services (CPS) are both involved in a case, the Manager of CPS and the Assistant Commissioner of Probation will determine who the primary planner is and report the determination to the clinical supervisor at The Sanctuary within two business days.
4. The Sanctuary social worker or case worker will collaborate with the case management team and the youth and provide aftercare services when appropriate.
5. Respite services can only be provided for 21 days. An extension of services for CPS, MPS & MHA cases may be granted with a signed written request from senior level management at the referring agency. Extensions beyond 21 days are not permitted for youth admitted through Probation.
6. Due to the crisis nature of respite services, the referring agency must attend at least one weekly case conference (for purposes of discharge and aftercare planning). Weekly case conferences will be held on Wednesdays from 1 pm to 3 pm, or by special scheduling.

7. When appropriate, a parent or guardian must sign consent for emergency care and the dispensing of PRN medication. When a parent refuses to or cannot sign, the referring agency will be required to provide consent for the aforementioned services.
8. All youth admitted to The Sanctuary will receive all Sanctuary services offered to RHY such as HIV/AIDS testing and counseling, community recreation, ILS instruction, academic success assistance and daily programming.

**Program Outcome:**

We work diligently with the case managers from DSS and Probation to ensure that all youth leave the Sanctuary to a safer and more stable home environment, to the best of the ability of all involved. We participate in the case planning for each youth and their family and offer After Care services to provide additional support for struggling families to remain stable and together even after the crisis is resolved. We know that if the Sanctuary did not offer Respite services many families would remain in crisis for longer periods, more young people would end up in placement, and young people who run away would remain unsafe and at substantial risk for a multitude of health and social problems.

**Performance Measurement indicators:**

Monthly statistics are kept that measure

- How many youth returned to their family
- How many youth report improved family relationships
- Length of stay for all Respite cases
  - Total care days used

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS  
(MUNICIPALITY)

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: [www.wcb.state.ny.us](http://www.wcb.state.ny.us) (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.



RESOLVED, That the Legislature of Rockland County hereby approves, pursuant to New York General Municipal Law sections 119-n(a) and 119-o(1), the intermunicipal agreement between the County of Rockland, on behalf of its Department of Mental Health (DMH), and the North Rockland Central School District (the "School District") to provide a satellite clinic offering behavioral health services at Fieldstone Middle School for a period of one (1) year from the date of execution with automatic one (1) year renewals unless terminated by either party, which agreement was approved by the School District on November 4, 2014, and hereby authorizes the County Executive to execute the intermunicipal agreement on behalf of the County, subject to the approval of the County Attorney.

BB:lo  
2014-03169  
11/20/14

Rockland County Dept of Mental Health

and

North Rockland Central School District

Memorandum of Understanding

Schedule A

Rockland County Department of Mental Health (RCDMH) and the North Rockland Central School District agree to work collaboratively to provide Behavioral Health services to students in the Fieldstone School.

RCDMH will provide staffing and the School District will provide appropriate office space at no charge to RCDMH staff. All services provided in this satellite clinic will be consistent with New York State Office of Mental Health rules and regulations.

The RCDMH will provide Outpatient Behavioral Health treatment to clients after all required outpatient protocols are completed, consistent with NYS Office of Mental Health Outpatient regulations. Services will only be provided after obtaining all necessary consents for treatment, and patient confidentiality will be subject to rules and regulations of the New York State Office of Mental Health, as well as the New York State Department of Health.

Both the School Board and RCDMH agree to hold each other harmless.

Clients in need of additional services may be referred to the Pomona Clinic. In an emergency situation, RCDMH and the School District will follow their emergency procedures.

The child's family will be responsible for all Outpatient charges for treatment.

The term of this agreement will be from one year from the date of execution until either party terminates with 30 days notice.

**Term of Contract: One Year from date of execution**

Introduced by:

**DRAFT**

Referral No. **7216**

**RESOLUTION NO.                      OF 2014  
CONFIRMING THE APPOINTMENT OF  
MICHAEL LEITZES OF  
PEARL RIVER, NEW YORK  
AS THE ROCKLAND COUNTY  
COMMISSIONER OF MENTAL HEALTH**

WHEREAS, Pursuant to Rockland County Charter §C9.01, the Commissioner of Mental Health shall be appointed by the County Executive, for the term of office for which the County Executive is elected, subject to confirmation by the Legislature; and

WHEREAS, The County Executive has consulted with the State of New York Department of Mental Hygiene Inter-Office Coordinating Council in appointing Michael Leitzes to the office of Commissioner of Mental Health; and

WHEREAS, Michael Leitzes meets the qualifications for the responsibilities of the office required by the Mental Hygiene Law of this State; and

WHEREAS, The County Executive has appointed Michael Leitzes, Pearl River, New York, as Commissioner of Mental Health, subject to confirmation of the Legislature; and

WHEREAS, The                      Committee of the Legislature has met, considered and approved this resolution; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby confirms the appointment of Michael Leitzes, Pearl River, New York, as Commissioner of Mental Health, for the term of office for which the County Executive is elected, at the salary set forth in the 2014 County Budget; and be it further

RESOLVED, That future salary increases shall be by local law or resolution, whichever is appropriate.

AR:vma  
2014-05013  
11/20/14