



Westchester County

Social Services, Disabilities & Human Rights SSD&HR

Meeting Agenda

Committee Chair: Nancy Barr

Monday, March 30, 2026

10:00 AM

Committee Room

Joint with B&A

CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, 8th Floor, White Plains, New York, 10601, and livestreamed via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view the meeting and its video recording online on the Westchester County Legislature's website: <https://westchestercountyny.legistar.com/>. This website also provides the links to documents to be discussed at a given meeting.

Legislator Jenn Puja will be participating remotely from 595 W. Hartsdale Ave., White Plains, NY 10607

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

IMA-Preventive Respite Care & Services for Eligible Children and [2026-141](#)
Their Families-Rockland County

Sponsors: County Executive

Attachments: [IMA-Preventive Respite Care & Services for Eligible Children
and Their Families-Rockland County-DRAFT](#)

Guests: Westchester County Department of Social Services

John R. Befus, First Deputy Commissioner

Michelle Bethencourt-Garcia, Child Welfare Manager II.

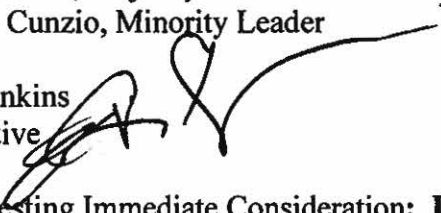
II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

March 20, 2026

TO: Hon. Vedat Gashi, Chair
Hon. Terry Clements, Vice Chair
Hon. Judah Holstein, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: Kenneth W. Jenkins
County Executive 

RE: **Message Requesting Immediate Consideration: IMA – Preventive
Respite Care and Services for Eligible Children and Their Families –
Rockland County.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators March 23, 2026 Agenda.

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement (“IMA”) with Rockland for the provision of mandated preventive respite care and services for eligible Rockland children and their families.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for March 23, 2026 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



Kenneth W. Jenkins
County Executive

March 18, 2026

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Honorable Members of the Board:

Pursuant to New York State Social Services Law Section 409-a, the County of Westchester ("County") is charged with providing mandated preventive respite care and services to eligible children and their families residing in Westchester County. The County provides these services to eligible youth at risk of foster care placement and their families, through a contract with The Children's Village, Inc. ("Children's Village"), for the operation of a Runaway and Youth Shelter located at 35 Hammond House Road at the County's Grasslands Campus (the "Respite Shelter"). The County incurred a fixed cost of \$444,332.00 for the year 2025 for the operation of the Respite Shelter, regardless of the utilization of the facility in order to guarantee capacity. The County of Rockland ("Rockland") closed its respite shelter on March 1, 2013 and at Rockland's request, since that time, the County has provided respite services to its eligible youth on a space-available basis. The Respite Shelter has the capacity to provide such services to Rockland since on most days full capacity has not been reached. If and when the Respite Shelter does reach full capacity, Rockland would have to find alternative placement.

Transmitted herewith for your review and approval is legislation which would authorize the County to enter into an intermunicipal agreement ("IMA") with Rockland for the provision of mandated preventive respite care and services for eligible Rockland children and their families, for the term commencing on March 1, 2026 and expiring on February 28, 2029, for consideration payable to the County at the rate of \$200.00 per diem per child. It is anticipated that the County could offset the County's costs incurred with Children's Village to operate the Respite Shelter by as much as \$36,800 per year, for a total sum of \$110,400.00 over the three-year term of the IMA.

I believe that the proposed IMA with Rockland is in the best interests of the County since it will decrease the costs incurred with the Respite Shelter for Westchester County tax payers. I therefore, recommend that your Honorable Board approve the annexed legislation.

Very truly yours,

A handwritten signature in black ink, appearing to be "KWJ", written over a circular stamp or seal.

Kenneth W. Jenkins
Westchester County Executive
KWJ/TL/cmc w. Attc.

Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Telephone: (914)995-2900

E-mail: ceo@westchestercountyny.gov

**TO THE COUNTY BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER**

Upon a communication from the County Executive, your Committee has been advised that, pursuant to New York State Social Services Law Section 409-a, the County of Westchester ("County") is charged with providing mandated preventive respite care and services to eligible children and their families residing in Westchester County. The County provides these services to eligible youth at risk of foster care placement and their families, through a contract with The Children's Village, Inc. ("Children's Village") for the operation of a Runaway and Youth Shelter located at 35 Hammond House Road at the County's Grasslands Campus (the "Respite Shelter"). The County incurred a fixed cost of \$444,332.00 for the year 2025 for the operation of the Respite Shelter, regardless of the utilization of the facility in order to guarantee capacity. The County of Rockland ("Rockland") closed its respite shelter on March 1, 2013 and at Rockland's request, since that time, the County has provided respite services to its eligible youth on a space-available basis. The Respite Shelter has the capacity to provide such services to Rockland since on most days full capacity has not been reached. If and when the Respite Shelter does reach full capacity, Rockland would have to find alternative placement.

The County Executive has forwarded legislation which would authorize the County to enter into an intermunicipal agreement ("IMA") with Rockland for the provision of mandated preventive respite care and services for eligible Rockland children and their families, for the term commencing on March 1, 2026 and expiring on February 28, 2029, for consideration payable to the County at the rate of \$200.00 per diem per child. It is anticipated that the County could offset the County's costs incurred with Children's Village to operate the Respite Shelter by as much as \$36,800 per year, for a total sum of \$110,400.00 over the three-year term of the IMA.

The Department of Planning has advised that the authorization of the proposed IMA does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). Please refer to the memorandum

from the Department of Planning dated January 9, 2026, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with this recommendation.

Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required to adopt the annexed Act.

After review and careful consideration, your Committee recommends favorable action upon the proposed legislation.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

C/cmc.03.16.2026v1

FISCAL IMPACT STATEMENT

SUBJECT: Rockland County DSS, IMA

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

X	GENERAL FUND
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AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense	\$	-
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Total Current Year Revenue	\$	36,800
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Source of Funds (check one): ☐ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: Revenue 101-22-8900-9718

Potential Related Operating Budget Expenses:	Annual Amount	\$0
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Describe: _____

Potential Related Operating Budget Revenues:	Annual Amount	\$36,800
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Describe: Rockland County DSS will reimburse Westchester the cost of their placements
in the program as they no longer have their own facility. They will reimburse Westchester
approx. \$110,400 over the life of this agreement. \$200 per care day, for approx 184 care days

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: _____

Next Four Years: Westchester will receive approximately \$110,400 over the life of this 3-year agreement. Westchester will net an additional \$36,800 per year, for 3 years for a total of \$110,400 to assist Rockland DSS with these placements.

Prepared by: Thomas M. Rooney Jr.

Title: Reimbursement Manager

Department: Social Services

Date: March 18, 2026

Reviewed By: [Signature]
Budget Director

Date: 3/18/24

ACT NO. 2026- _____

AN ACT authorizing the County of Westchester to enter into an Intermunicipal Agreement with Rockland County in order to provide mandated preventive respite care and services to eligible children at risk of foster care placement and their families residing in Rockland County, on a space-available basis, for the term commencing on March 1, 2026 and expiring on February 28, 2029.

BE IT ENACTED, by the County Board of the County of Westchester, as follows:

Section 1. The County of Westchester (the “County”) be and hereby is authorized to enter into an Intermunicipal Agreement (“IMA”) with the County of Rockland (“Rockland”) for the term commencing on March 1, 2026 and expiring on February 28, 2029, to provide mandated preventive respite care and services to eligible children at risk of foster care placement and their families residing in Rockland County, on a space-available basis, at the County’s Runaway and Youth Shelter located at 35 Hammond House Road at the County’s Grasslands Campus (the “Respite Shelter”).

§2. Rockland shall pay the County at the rate of \$200.00 per diem per child placed at the Respite Shelter for the term of the IMA.

§3. The County Executive or his authorized designee be and hereby is authorized and empowered to execute instruments and take all action necessary and appropriate to accomplish the purposes hereof.

§4. This Act shall take effect immediately.

THIS AGREEMENT ("Agreement"), made this _____ day of _____,
2026, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County")

and

THE COUNTY OF ROCKLAND, a municipal corporation of the State of New York, having an office and place of business at 50 Sanatorium Road, Building "L," Pomona, New York 10970 (hereinafter referred to as the "Rockland")

WITNESSETH:

WHEREAS, pursuant to Section 409-a of the New York State Social Services Law, the County, acting by and through its Department of Social Services ("Department"), is charged with providing mandated preventive respite care and services to eligible children and their families residing in Westchester County; and

WHEREAS, Rockland has requested that the County provide mandated preventive respite care and services to eligible children and their families residing in Rockland County because Rockland's respite shelter has been closed since March 1, 2013; and

WHEREAS, The County has provided said preventive care and services since that time and Rockland has requested that the County continue to provide these services for an additional three-year term; and

WHEREAS, the County expects to have adequate capacity in its respite shelter located in Valhalla, New York, to provide these preventive care and services on behalf of Rockland.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the County and the Rockland agree as follows:

1. **SERVICES**: Except when the County's preventative respite shelter, operated by Children's Village, Inc. and located in Valhalla, New York (hereinafter the "Respite Shelter"), is at full census or capacity, as determined by the Department, the County shall provide to eligible children and their families residing in Rockland County mandated preventative respite care and services at the Respite Shelter, as more fully detailed in the Scope of Services attached hereto as Schedule "A" and made a part hereof. Rockland shall contact the Department to check if there is capacity at the Respite Shelter for an eligible Rockland's child and his/her family and once the Department has determined that there is sufficient capacity, Rockland shall make arrangements directly with the Respite Shelter. Rockland shall at its sole cost and expense transport on a daily basis children enrolled in the Respite Shelter to and from school in Rockland to and from their homes upon entry into and release from the Respite Shelter. Rockland shall also at its sole cost and expense contract with the Respite Shelter to provide a caseworker at the Respite Shelter for Rockland's children and their families.

2. **PAYMENT**: Rockland shall pay the County for Respite Shelter preventive care and services the sum of TWO HUNDRED (\$200.00) DOLLARS per diem per child. Requests for reimbursement shall be submitted by the County to Rockland on a monthly basis and shall be payable within fourteen (14) days. The number of Rockland's children and the dates such children attended the Respite Shelter should be listed on the claim forms submitted by the Department to Rockland. Rockland shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement to the County.

3. **TERM**: This Agreement shall commence on March 1, 2026 and shall terminate on February 28, 2029. The County may, upon thirty (30) days written notice to Rockland terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the County shall be compensated and Rockland shall be liable only for payment for services rendered prior to the effective date of termination.

4. **COMPLIANCE**: Rockland shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations relating to this Agreement.

5. **INSURANCE AND INDEMNIFICATION**: All personnel and vehicles engaged in the transportation of children to and from the Respite Shelter shall at all times remain and be deemed the employees and property of Rockland. In addition to, and not in limitation of the insurance provisions contained in Schedule "A" of this Agreement Rockland agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, Rockland shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by Rockland or third parties under the direction or control of Rockland; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) in the event Rockland does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then Rockland shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this Agreement.

6. **NOTICES**: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County: County of Westchester
Department of Social Services

112 East Post Road, Room 6th Floor
White Plains, New York 10601

with a copy to: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To Rockland: The County of Rockland - Department of Social Services – Legal Unit
50 Sanatorium Road, Building “L”
Pomona, New York 10970

7. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

8. **APPLICABLE LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

9. **APPROVALS**: This Agreement is subject to the approval of the Westchester County Board of Legislators and the governing legislative body of Rockland.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the County and Rockland have executed this Agreement
on the _____ day of _____, 2026.

THE COUNTY OF WESTCHESTER

THE COUNTY OF ROCKLAND

By: _____
Leonard G. Townes
Commissioner of Social Services

By: _____
Name: _____
Title: _____

Approved by the Westchester County Board of Legislators by Act No. 2026- _____ on the _____
day of _____, 2026.

Approved by the _____ of Rockland County on the _____ day of
_____, 2026.

Approved:

Approved as to form and manner of execution:

Sr. Assistant County Attorney
The County of Westchester
Rockland IMA 2026-29.cmc.02.26.2026

The County of Rockland

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 2026, before me personally came
_____, to me known, and known to me to be the
_____ of _____,
the municipal corporation described in and which executed the within instrument, who being by
me duly sworn did depose and say that he, the said _____
resides at _____
and that he is _____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the
(Title)

(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

(Law under which organized, e.g., the New York Village
Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution
_____ of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
 ss.:
COUNTY OF _____)

On this _____ day of _____, 2026, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____
resides at _____, and that he is
the _____ of said municipal corporation.
(title)

Notary Public County

SCHEDULE "A"

2026 SCOPE OF SERVICE and PROGRAM NARRATIVE

Agency Name: The Children's Village

Title of Program: The Sanctuary-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. Our Interventions are designed to reunite families, improve educational outcomes for the youth and provide harm reduction strategies for the young people entering our program as well as their families.

The Children's Village will provide Crisis 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:

Respite services are provided for youth, boys and girls, voluntarily, between the ages of 12 and 17 years old. Youth are provided shelter, case management, educational supports, and aftercare services. Youth may come from the Department of Probation, Social Services System, PINS, homelessness, or youth in need of respite due to crisis situations. We also carefully screen for youth that have been sex and/or labor trafficked, abused, neglected, gang involved and are at risk

for HIV and other STD/STI's.

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.
- Respite Services are voluntary and can only be received with the consent of the youth. A Sanctuary staff member must talk to the youth prior to the youth's arrival at The Sanctuary Program.
- The referring agency will contact the shelter hotline Sanctuary Hotlines: 1-888-997-1583 or 1-877-540-7680
- The Sanctuary team will assess the level of crisis, service needs, and appropriateness of the referral at the point of hotline. Runaway, Homeless, and youth at risk of harm are prioritized for bed availability.
- 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.
- The Sanctuary social worker or case worker will collaborate with the case management team and the youth and provide aftercare services when appropriate.
- When the youth return home, aftercare services include counseling services, pro-social activities, and 30-60-90 day follow up phone calls.
- Respite services can only be provided for 21 days. An extension of services for CPS, PS & 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.
- 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).
- All youth admitted to The Sanctuary will receive all Sanctuary services offered to RHY such as counseling, community recreation, therapeutic groups, ILS instruction, education and employment assistance and daily programming. All youth admitted will also have access to community and home passes, computer lab time, and opportunities for prosocial and normative experiences.

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 their regular school programming. 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 or the voluntary agency supervising the approved respite care and services must provide crisis counseling to the children's family. Counseling may be provided by DSS, Sanctuary or a 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 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 the 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 are the one exempt from this policy.

In addition, Children who are in care, but run away from their foster homes, thus making them homeless are also exempt from 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, after 21 days, approval for an extension up to the 30th day must be given by a representative of Westchester County DSS. Extensions beyond 30 days must be approved by The Westchester County Youth Bureau as required by RHY regulations. There are no extensions available beyond 60 days. Westchester County DSS is copied on the email where the request and approval are made.
- 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. Approval for such readmission must be provided in writing by a representative of Westchester County DSS

Program Outcome: Program success is measured using Performance Measure Indicators (PMI's). These indicators are described in the next section. 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:

Process Measures/ General Utilization:

- Total number of referrals within the month
- Total number of Youth served YTD (unduplicated)
- Total number of Youth served this month (unduplicated)
- Total number of care days per month
- Total Number of Cases Closed
- Total number of Cases Carried Over

Utilization Review:

- # of males served within the month
- # of females served within the month

Quantitative Measures:

- Number of referrals received breakdown by referral source, i.e. (Probation/CPS/PDP/Community) (Duplicated youth included)
- Total number of youths returned to a safe living environment.
- Total number of youths served who are eligible for preventive services.
- Total number of youths served who are at risk of becoming subject to PINS petitions.

Qualitative Measures:

- % of contract capacity served (Total Care days / monthly contract capacity).
- % Total number of youths with improved school and class attendance (Target: 95%).
- % Total number of youths with improved family relationships (Target: 95%)
- % Total number of youths screened for Labor/ Sex Trafficking (Target: 95%)
- % Total number of youths offered HIV testing, education/prevention (Target: 95%)

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery 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 Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. 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 the "County of Westchester" and adjusted with the appropriate County personnel.

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 the Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, 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 Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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 Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 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: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' 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) a) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages::

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County for both on-going and completed operations.

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

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

- e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/3,000,000 aggregate). This insurance shall include

coverage for the following, including coverage for client on client, counselor client, and third parties :

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

This insurance shall, if it is a separate policy rather than an endorsement to an above-specified policy, name the "County of Westchester" as additional insured.

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 (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 is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (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.