

**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: VSL & St. Joseph's MOU

FOR AGENDA OF 3-28-2022

DEPT OF ORIGIN: Manager

BILL # 35-2022

DATE SUBMITTED: 3-21-2022

EXHIBITS: Attached

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE  
REQUIRED: \$

AMOUNT  
REQUIRED:

APPROPRIATION  
\$

**SUMMARY STATEMENT**

Village of Saranac Lake Police Department and St. Joseph's Addiction MOU attached.

**RECOMMENDED ACTION**

APPROVAL OF RESOLUTION

MOVED BY:

Catillaz

SECONDED BY:

Little

VOTE ON ROLL CALL:

MAYOR RABIDEAU

TRUSTEE LITTLE

TRUSTEE CATILLAZ

TRUSTEE SHAPIRO

TRUSTEE BRUNETTE

\_\_\_\_\_  
YES  
\_\_\_\_\_  
YES  
\_\_\_\_\_  
YES  
\_\_\_\_\_  
YES

**Memorandum of Understanding between  
Village of Saranac Lake**

**and**

**St. Joseph's Addiction Treatment & Recovery Centers**

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This Memorandum of Understanding ("MOU"), dated and effective as of \_\_\_\_\_, 2022, the ("Effective Date") is hereby entered into by and between **St. Joseph's Rehabilitation Center, Inc.**, d/b/a St. Joseph's Addiction Treatment and Recovery Centers, having an address at 159 Glenwood Drive, P.O. Box 470, Saranac Lake, NY 12983 ("St. Joseph's"), and **Village of Saranac Lake**, incorporated under Article 2 of NYS Village Law and having an address of 39 Main Street, Saranac Lake, New York 12983 ("Village").

**WHEREAS**, pursuant to Executive Order No. 203 and the New York State Police Reform and Reinvention Collaborative and the Guidance issued pursuant thereto, the Village has undertaken the required review and developed a collaborative plan to include working with stakeholders to ensure public safety and mutual trust and respect between the police and the community; and

**WHEREAS**, the Village has recommended, among other things, the development of a pilot project for a Counselor and Law Enforcement Partnership ("CALEP"); a collaborative initiative between mental health professionals and the Village to coordinate the provision of certain mental health- and substance abuse-related services within the Village; and

**WHEREAS**, the Village provides policing services within its geographic municipal jurisdiction through the Saranac Lake Police Department ("SLPD"); and

**WHEREAS**, St. Joseph's promotes healing and recovery from addiction, co-occurring psychiatric problems, and co-occurring chronic medical conditions for adult men and women, youth, their families, and their communities. St. Joseph's is licensed by the New York State Office of Addiction Services and Supports ("OASAS"), with its principal place of business (main campus) in the Village; and

**WHEREAS**, the New York State OASAS has supported this collaboration; and

**WHEREAS**, St. Joseph's and the Village (collectively, the "Parties") desire to enter into this MOU in furtherance of the CALEP.

**NOW, THEREFORE**, it is agreed between the Parties:

1. **Effect of MOU:** This MOU will not be construed to create any rights or responsibilities between the Parties or to any third party except as described herein. The MOU is intended solely to describe the respective independent roles and responsibilities of the Parties and to identify opportunities for coordinating the provision of certain mental health- and substance abuse-related services within the Village.

2. **Services provided by the SLPD:** From and after the Effective Date, subject to the exercise of law enforcement discretion, Village policies and procedures, and applicable Federal and State laws and regulations, SLPD may:
  - a. Contact St. Joseph's Open Access Center when the SLPD identifies an individual who may require assistance in engaging in resources for substance use disorder; and
  - b. Refer individuals and family members to St. Joseph's Open Access Center.
3. **Services provided by St. Joseph's:** From and after the Effective Date, subject to the availability of resources, St. Joseph's policies and procedures, and applicable Federal and State laws and regulations, and the needs of the individuals involved, St. Joseph's will endeavor to provide the following services based on an SLPD request or referral:
  - a. **Substance Use Disorder** – Provide substance use disorder services at St. Joseph's Open Access Center, hospital emergency rooms and/or other locations within the community; and
  - b. **Family Services** – Provide families with resources on a case-by-case review. St. Joseph's provides a holistic approach to individuals and family members looking to explore ways to resolve conflicts or restore a sense of mutual trust, understanding amongst each other, support, and identifying next steps.
  - c. **Training** – Provide Crisis Debriefing and Crisis Intervention Training to SLPD.
4. **Community outreach:** The Parties will work together and with other CALEP partners to develop and participate in community outreach programs to address the substance use disorder needs of the community.
5. **Program development:** For the mutual benefit of both Parties and the benefit of the community, the Parties will work together and with other CALEP partners to develop programs and services that facilitate timely treatment for individuals with substance use disorders in lieu of referral to the criminal justice system, when legally appropriate.
6. **Insurance:** St. Joseph's shall provide the Village proof it possesses insurance policies of comprehensive general liability, malpractice and/or other insurance as shall be necessary to insure itself. Such insurance coverage shall name the Village as additional insured, against any claim for liability, personal injury or death occasioned directly or indirectly by St. Joseph's in connection with the performance of St. Joseph's services under this MOU. Each such policy shall provide a minimum coverage of one million dollars in the event of injury or death to one person, and three million dollars in the event of injury or death to more than one person as the result of the same incident. Upon request, St. Joseph's shall provide Village of Saranac with a copy of said policies and Certificate of Insurance, naming the Village as additional insured and requiring at least 30 days' prior written notice of cancellation or non-renewal of such policy.

7. **Indemnification:** To the fullest extent permitted by law, St. Joseph's will indemnify and hold harmless the Village from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of St. Josephs, its officers, directors, agents, employees and subcontractors, in connection with the performance of St. Joseph's services under this MOU, except those claims, suits, liens, judgments, damages, losses and expenses caused by the negligence of the Village of Saranac Lake. St. Joseph's will defend and bear all costs of defending any actions or proceedings brought against the Village arising in whole or in part out of any such acts, omission, breach or default. The foregoing indemnity shall include injury or death of any employee of St. Joseph's and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable workers compensation, disability benefits or other similar employees benefit act. St. Joseph's hereby expressly permits the Village to pursue and assert claims against St. Joseph's for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

8. **Compliance with Law:**

- a. In accordance with applicable OASAS regulations, St. Joseph's shall ensure that all St. Joseph's employees who perform work in response to a call from the SLPD are fingerprinted and undergo a background check in accordance with OASAS. The cost associated with such fingerprinting/background check shall be borne exclusively by St. Joseph's;
- b. The Parties shall perform all services under this MOU in accordance with all federal, state and local laws, rules and regulations applicable to them;
- c. St. Joseph's has and shall maintain any necessary permits, licenses, registration and/or approvals of governmental authorities that are applicable to the services to be provided pursuant to this MOU, and shall immediately notify the Village of any lapse of such authorizations; and

9. **Confidentiality:**

- a. Subject to Section 9(b), St. Joseph's agrees that any information received by St. Joseph's, its employees, and/or agents from SLPD during the course of the services provided pursuant to this MOU which concerns the investigative or other law enforcement work of SLPD will be treated by St. Joseph's, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations without the consent of the SLPD, other than information that St. Joseph's requires for purposes of providing treatment services. In the event of a breach of this confidentiality provision, St. Joseph's shall immediately notify SLPD and advise it as to the nature of the breach and the steps St. Joseph's has taken to minimize said breach.
- b. Notwithstanding the foregoing, the Village acknowledges that: (i) St. Joseph's is subject to 42 CFR Part 2 ("Part 2") and the Health Insurance Portability and

Accountability Act of 1996, as amended, both of which protect certain patient information from disclosure; (ii) Part 2 has strict requirements regarding the disclosure of information that identifies an individual directly or indirectly as having a current or past drug or alcohol problem, or as a patient of St. Joseph's, (iii) with limited exceptions, Part 2 requires a patient's written consent for disclosures of protected health information even for the purposes of law enforcement; and (iv) St. Joseph's in its sole discretion shall determine what information these requirements apply to and when to disclose such information. If a Part 2 disclosure is made to SLPD by St. Joseph's, SLPD shall comply with all applicable requirements of Part 2. Nothing herein shall limit SLPD's rights to obtain and use Part 2 information from St. Joseph's in accordance with applicable law.

- d. The terms and conditions set forth in this paragraph shall survive the expiration and/or termination of this MOU.
10. **Termination of MOU:** Either Party may terminate this MOU upon not less than forty-five (45) days' prior written notice to the other Party.
11. **Amendments:** Any modification or amendment of any provision of this MOU must be in writing and bear the signature of the duly authorized representatives of both Parties.
12. **Counterparts:** Provided that all Parties execute a copy of this MOU, this MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this MOU may be delivered by facsimile transmission or other comparable means, including by email in PDF format, each of which shall be deemed an original.

*{Signature page follows}*

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first above written.

**St. Joseph's Rehabilitation Center, Inc.      Village of Saranac Lake Police Department**

By: \_\_\_\_\_  
Name: Robert Ross  
Title: CEO  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: John Sweeney  
Title: Village Manager  
Date: \_\_\_\_\_