



NEW YORK STATE UNIFIED COURT SYSTEM

Office of Court Administration
Division of Professional and Court Services

Request for Proposals # OCA-DPCS-027
Oneida County Family Treatment Court
Licensed Mental Health Clinician

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<http://ww2.nycourts.gov/admin/bids/currentsolicitations.shtml>

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I. BACKGROUND INFORMATION

The mission of the New York State Unified Court System (UCS) is to deliver equal justice under the law and to achieve the just, fair and timely resolution of all matters that come before our courts. In the service of our mission, the UCS is committed to operating with integrity and transparency, and to ensuring that all who enter or serve in our courts are treated with respect, dignity, and professionalism. We affirm our responsibility to promote a court system free from any and all forms of bias and discrimination and to promote a judiciary and workforce that reflect the rich diversity of New York State. More information about the UCS is available at <https://www.nycourts.gov>.

UCS operates adult drug treatment courts throughout the state. Family drug treatment courts identify parents who have a dependency petition filed against them in which alcohol and/or substance abuse contributed to the neglect of their children. A drug court involves an intervention by the court in cooperation with a team of specialists in social services, treatment, and child welfare professionals in the local community. In return enhanced services and support for family re-unification respondents are given the option of entering voluntarily into court-supervised treatment.

Coordination of court, treatment and social services to participants requires a specialized combination of expertise with the justice, substance use, mental health, and social services communities.

II. PROJECT INFORMATION

UCS is the recipient of a grant (the “Grant Award”) awarded by the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT) for the purpose of funding the Oneida County Family Treatment Court (FTC). Pursuant to the terms of the Grant Award, \$169,892 is the maximum available funding for Project Services (as set forth in Article V below) performed during October 30, 2024 – September 29, 2029, provided, however, that such period may be extended upon mutual agreement of Grantor and UCS (the “Project Term”). UCS reserves the right to request a no-cost extension of the Project Term from the Grantor.

UCS anticipates that the selected applicant will be designated a “subrecipient” rather than a “contractor” for purposes of federal requirements of the Grant Award.

GRANT CHART			
Grant Number	Jurisdiction	Project Goals	Maximum Available Grant Term Funding
TI087261	Oneida County Family Treatment Court, Oneida, NY	Provide a Licensed Mental Health Clinician to deliver counseling services specifically tailored for parents and their children in the Oneida County Family Treatment Court. The goal is to enhance the mental wellness of families involved in the Oneida County Family Treatment Court, ensuring they receive integrated support that address their unique challenges.	\$169,892

III. AWARD

UCS intends to award one contract for a term commencing on or about October 30, 2024, and terminating on or about September 29, 2029 (“Contract Term”).

Notwithstanding the foregoing, the Contract Term of any contract resulting from this RFP may extend to a term not to exceed five (5) years in total, which contract shall terminate upon the earlier of: (i) five (5) years from the contract commencement date; or (ii) the complete expenditure of funding available for Project Services, whichever is earlier, unless otherwise terminated pursuant to the terms of said contract. Awarded contractor shall be contractually obligated to provide the Project Services for the Project Term, as it may be amended or extended. UCS and awarded contractor shall communicate regularly concerning the remaining amount of grant funds and the approximate timing of complete expenditure.

IV. MINIMUM QUALIFICATIONS

Proposals will be considered only from applicants who meet the following minimum qualifications:

- Qualified applicants are agencies that possess at least two (2) years of experience in performing services similar or relevant to those described herein.
- Qualified applicants must have the capacity to provide Project Services (as set forth in Article V, below), including the Required Staffing to support the proposed Project Services.

V. PROJECT SERVICES

UCS seeks proposals describing how the applicant will provide the services listed below (“Project Services”). The selected applicant shall be required to:

1. Through the procurement of a Licensed Mental Health Clinician, initiate a mental health evaluation for Oneida County Family Treatment Court (FTC) participants within 14 days from initial referral.
2. Conduct a comprehensive mental health assessment for participants and their children using accredited screening tools and rating scales.
3. Provide the treatment court team with a written diagnostic impression with listed recommendations within 30 days from initial referral.
4. Understand and implement evidence informed interventions during individual and family sessions.
5. Provide both in-person and telehealth counseling sessions.
6. If applicable, refer clients to psychiatric services and monitor progress.
7. Utilize the scope of knowledge of mental health issues and provide further screening for unaddressed needs.
8. Collaborate with the Project Director and court staff and provide written updates on evidence-based approaches and outcomes.
9. Attend (in-person and/or virtual) court and weekly FTC staffing meeting.
10. Maintain project logs, reports, and records in appropriate files and database(s).
11. Provide professional oversight/consultation for the assigned clinician.

Required Staffing:

Licensed Clinical Mental Health Clinician (Part Time). The Licensed Mental Health Clinical must have the knowledge, skills and background required of this position. Minimum of one to three years of experience in collaboration with the judicial system. Ability to work cooperatively with treatment and substance use disorders. Must be available by cell phone and have flexible hours.

Preferred qualifications:

- NYS Licensed Master’s degree in the field of social work with relevant experience in family and child therapy and substance use disorders.

VI. INSURANCE REQUIREMENTS

Awarded applicant shall be required to maintain the insurance specified in Exhibit 4 hereto (Insurance Requirements) at its own cost and expense during the Contract Term and any renewal or extension thereof.

VII. AWARD SELECTION CRITERIA AND METHOD OF AWARD

A single award will be made pursuant to this RFP. The selected awardee must: (1) meet the minimum qualifications outlined in Article IV above; (2) be a responsible bidder as determined in accordance with

the criteria in Article XII; and (3) receive the highest composite (technical + cost) score in excess of the minimum score as determined by the selection criteria set forth herein.

Responsibility is determined in accordance with the criteria articulated in the “Responsible Bidder” paragraph set forth in Article XII (General Specifications).

Proposals will be reviewed and rated by a team of qualified UCS staff.

In the event of a tie composite score, the applicant with the higher cost score, i.e., lowest total cost, will prevail.

Proposals will be scored as follows:

Technical Criteria (75%)	Maximum Points
Capacity	25
Proposed Service Delivery	50
Maximum Technical Points	75
Cost (25%)	25
Maximum Cost Points	25
MAXIMUM TOTAL POINTS	100

Organizational capacity and program and staffing plan criteria are contained in the Proposal Rating Tool attached as Exhibit 5 hereto.

Cost submissions will be scored as follows:

The proposal with the lowest cost will be awarded maximum cost points (25); each higher cost proposal will be awarded points according to the following formula:

$$\text{Lowest cost proposal} \div \text{Higher cost proposal} \times 25$$

For example: Assuming the lowest cost proposal is \$100 and the next higher cost proposal is \$125, the \$100 cost proposal would be awarded 25 points and the \$125 cost proposal 20 points based on the following computation:

$$100 \div 125 = (.8) \times 25 = 20$$

Note: A minimum Technical Criteria point score of 35 (average of all evaluators) is required for an award to be made.

VIII. REQUIRED DOCUMENTS

General Requirements

All documentation must be submitted on prescribed forms, without alteration. Where no form is included or specified, submissions must be single-spaced with one-inch page margins (not including attachments or financial forms) using a 12-point font. Pages should be numbered. To facilitate photocopying, do not permanently bind documents.

Applicants must submit every document listed below, as well as the documents listed in the Document Enclosure Checklist annexed as Exhibit 1 hereto. Failure to provide all documents in the manner required may result in disqualification of an applicant's proposal.

A complete set of the documents required below must be submitted.

a. Narrative Description - Organizational Capacity

Applicants must submit a narrative description of no more than five (5) pages addressing all of the organizational capacity requirements listed below:

1. Describe how the funding requested in this RFP will enhance the overall mission and services that the organization currently provides.
2. Describe the organization's experience and expertise in providing the project services listed in the RFP, including utilizing staff such as a Licensed Mental Health Clinician, and in providing mental health assessments to participants and their children involved in the Oneida County FTC.
3. Describe the proposer's plan to staff the Licensed Mental Health Clinician position.
4. Describe the organization's experience, if any, with government-funded programs, including SAMHSA-funded programs.
5. Describe the organization's capacity to effectively manage government funded programming including, but not limited to, the ability to: meet fiscal and programmatic reporting requirements, make effective use of technical assistance provided by funding entities, and work in partnership with the Court.
6. Briefly describe the organization's financial management system and internal controls procedure.
7. Describe the organization's policies and procedures to ensure client confidentiality.
8. Provide an organizational chart showing all supervisory staff (will not be included in the page limit).

b. Project Resumes

Submit resumes for all staff who will provide Project Services. For those positions currently vacant, submit detailed job descriptions.

c. Project Description

Applicants must submit a narrative description of no more than five (5) pages addressing all of the Project description requirements listed below:

1. Provide information regarding the service delivery method(s) utilized prior to and post COVID-19 to the target population.
2. Describe the organization's plan for the delivery of the services described herein.
3. Describe the organization's plan to ensure the project goals are met.
4. Describe the organization's plan to initiate a mental health evaluation for Oneida County FTC participants within 14 days from initial referral.
5. Describe the organization's plan to conduct a comprehensive mental health assessment for participants and their children, using accredited screening tools and rating scales, and provide the treatment court team with a written diagnostic impression, with listed recommendations within 30 days from initial referral.
6. Describe the organization's plan to refer clients to psychiatric services and monitor progress as needed.
7. Describe the organization's plan to provide further screening for unaddressed needs.
8. Describe the proposed process for providing written updates on individual client progress to the court. This should include how will the proposer provide feedback to the Oneida County FTC on an effective and ongoing basis and include information about the timing and content of proposed feedback.
9. Describe how the Licensed Mental Health Clinician will document their activities with participants and how will this information be maintained.
10. Describe how the organization will ensure that all grant-related reporting requirements are timely met.
11. Describe the proposed supervisory structure for the project and how the organization will ensure appropriate supervision for the Licensed Mental Health Clinician.

d. Line-Item Budget Proposal

Applicants must submit a line-item budget proposal indicating the total amount of funding requested *for each period* ("Budget Period") described below within the Contract Term. The budget must be submitted on the Required Budget Form available at <http://nycourts.gov/admin/bids/currentsolicitations.shtml>.

Proposals listing total budgeted costs in excess of the Maximum Available Grant Term Funding set forth in Article II above may be subject to disqualification.

Proposals should include budgeted costs for on-site training, consultation, materials, and other expenses.

Note that there shall be no other charge, cost, reimbursement, or expense of any kind payable by UCS in connection with or arising from the performance of the Project Services. Applicant shall be solely responsible for all costs and expenses incurred in connection with the performance of Project Services that are not expressly included in its budget.

1. The Budget Periods are as follows:

1. October 30, 2024 – September 29, 2025 (11 months); maximum budget \$32,000
2. September 30, 2025 – September 29, 2026 (12 months); maximum budget \$32,960
3. September 30, 2026 – September 29, 2027 (12 months); maximum budget \$33,949
4. September 30, 2027 – September 29, 2028 (12 months); maximum budget \$34,967, and
5. September 30, 2028 – September 29, 2029 (12 months); maximum budget \$36,016

2. The maximum budget for the Contract Term (October 30, 2024 – September 29, 2029) is \$169,892.

3. Non-Allowable Costs/Expenses

The following items *may not be included* in applicant's budget:

- Major capital expenditures
- Interest costs
- Fundraising costs
- Advertising costs except for recruitment of Project Services personnel
- Entertainment costs
- Costs for dues, or attendance at conferences or meetings of professional organizations except that all budgets must include travel expenses for attendance by at least one (1) person(s) at one (1) mandatory grantee meeting per Budget Period. Historically, this grantee meeting has coincided with attendance at a four-day conference convened by the organization "All Rise," which has met in cities such as Kissimmee, Florida, Anaheim, CA; Houston, TX; Nashville, TN; and Washington, DC. For more information about scheduled conferences, please visit: <https://allriseconference.org/questions/>

e. Budget Narrative

Applicant must submit a narrative of not more than three (3) pages that briefly describes the expenses included in each budget category of its budget proposal, and how they relate to the Project Services. The Personal Services description must include a brief description of responsibilities. The Non-Personal Services (NPS) description must include a brief description of how each expense category relates to the provision of Project Services. For equipment expenses, if any, explain the type of equipment (for example, laptop computer, cell phone) to be purchased. For travel expenses, if any, explain which staff will be traveling and the destination, purpose, and frequency of travel.

f. **Additional Documents**

In addition to the documents listed above, applicants must submit all documents listed in the Document Enclosure Checklist attached as Exhibit 1 hereto.

IX. SUBMISSION OF PROPOSAL

a. **Proposal Delivery**

Applicants shall deliver ONE signed, hard copy original and ONE additional copy (two complete sets) of its application, with all required documents, to:

Division of Professional and Court Services
2500 Pond View, Suite 104
Castleton-on-Hudson, New York 12033
ATTN: Kathleen Roberts

All proposals must also be labeled with the following information on two sides:

“Deliver immediately to Kathleen Roberts”
“Sealed Application - Do not open”
“RFP # OCA-DPCS-027 ONEIDA COUNTY FAMILY TREATMENT COURT LICENSED
MENTAL HEALTH CLINICIAN – Due October 24, 2024 at 2PM”

Proposals will not be accepted electronically or by fax.

b. **Submission Deadline**

Applications must arrive at the address above by no later than Thursday, October 24, 2024, **at 2PM.**

X. QUESTIONS

Any and all questions applicants may have in connection with this RFP are to be directed by email only to:

Kathleen Roberts
kmroberts@@nycourts.gov

Please indicate in “Subject” field: RFP # OCA-DCPS-027 Oneida County Family Treatment Court Licensed Mental Health Clinician Question(s)

The deadline to submit questions is Thursday, October 10, 2024, **at 2PM.** No questions will be entertained after this deadline. A written Questions & Answers (Q&A) listing all questions received and their answers will be posted on the UCS website at www.nycourts.gov/admin/bids in the Addenda column for the appropriate solicitation and mailed to the applicants list promptly after this deadline.

IMPORTANT: Contact by any prospective applicant, or any representative thereof, with any other personnel of the UCS in connection with this RFP may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective applicant's standing and may cause rejection of its proposal.

XI. PRE-BID CONFERENCE

A pre-bid conference will not be held.

XII. GENERAL SPECIFICATIONS

The terms and conditions set forth below are binding on, and incorporated into this RFP, the Bidder's proposal, and any contract resulting from this RFP.

Access to Court Facilities

Awarded contractor must comply with all applicable location rules, policies, guidelines, and procedures in order to be granted access to court facilities. Where applicable to the performance of work under an awarded contract, bidders shall be wholly responsible for familiarity with the physical layout and access to the courts and buildings in question, including but not limited to, roadways, overhangs, parking, security, elevators, required access permits or insurance certificates. Court staff cannot modify security measures, access protocols, or parking restrictions to facilitate awarded contractor's entrance to or egress from court facilities unless required to do so by law.

Binding Nature of Bid/Proposal on Bidders

All bids/proposals shall remain binding on bidders until such time as UCS/OCA provides written notification of its intent to award the contract to a specific bidder or until the bidder requests withdrawal of its bid/proposal in writing, and such withdrawal is accepted by UCS/OCA in its sole discretion in accordance with applicable law, whichever occurs first.

Charities Registration (not-for-profit corporations only)

Not-for-profit corporation vendors must be registered with the New York State Office of the Attorney General as a charitable organization, and the registration must be up to date at the time of contract approval. Vendors must be sure all their documents are up-to-date and comply with the vendor responsibility requirements as outlined below. To determine the status of your charities registration with the Attorney General, contact: https://www.charitiesnys.com/RegistrySearch/search_charities.jsp

Clarification/Correction of Bids/Proposals

In addition to any rights articulated elsewhere in this solicitation, UCS reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of this solicitation. This clarifying information, if requested in writing by UCS, must be submitted by the bidder, in accordance with formats as prescribed

by UCS at the time said information is requested and, if received by the due date set forth in UCS's request for clarification, shall be included as a formal part of the bidder's proposal. Clarifying information, if any, whether provided orally, visually, or in writing, will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection of the bidder's proposal. Nothing in the foregoing shall mean or imply that UCS is obligated to seek or allow clarifications or corrections as provided for herein.

Compliance with Laws

Prior to and during the provision of all services under the contract resulting from this RFP, awarded contractor(s) must comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to fire, health, and safety codes.

Confidential/Proprietary Information

If applicable, applicants should specifically identify those portions of the proposal deemed to contain confidential or proprietary information or trade secrets, and, upon request, must provide justification why such material should not be disclosed to parties other than UCS and the Offices of the New York State Attorney General and Comptroller. Applicants are advised that any material deemed confidential by applicant may still be subject to disclosure in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including but not limited to Article 6 of the New York Public Officers Law (Freedom of Information Law). Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

Confidentiality and Data Security

Awarded contractor acknowledges that any and all information, records, files, documents, or reports contained in any media format provided to the awarded contractor by the UCS, or which may be otherwise encountered by awarded contractor, shall be considered extremely confidential and shall be handled accordingly at all times. Neither the awarded contractor nor any of its employees, servants, vendors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement from this RFP without the express prior written authorization of UCS. Any breach of this confidentiality by the awarded contractor or by any of its employees, servants, subcontractors, agents, or volunteers, may result in the immediate termination of any resulting agreement by UCS and may subject the awarded contractor to further penalties.

Awarded contractor shall use, and require its employees and authorized agents to use, at least the degree of care a reasonably prudent person would use to protect and prevent improper access to the records.

Awarded contractor is prohibited from maintaining confidential files and records provided to or generated by awarded contractor in a mobile or portable device. Remote access to the UCS confidential information is prohibited unless industry standard protocols for remote access are in place (e.g., SSL, VPN). In addition, awarded contractor will be required to comply with the data security and confidentiality requirements of other government agencies that supply data to UCS.

Contract Terms

The successful bidder shall be required to comply with the provisions set forth in this RFP, as well as such other provisions contained in an agreement, in form and content satisfactory to UCS in its sole discretion.

Estimated Quantities

Any quantities specified in this solicitation constitute estimates only, and accordingly no commitment or guarantee to reach any specified volume of business is made or implied.

Awarded contractor must accept all requests for services placed by UCS during the term of an awarded contract.

Federal Requirements

If an award made under this bid is funded in whole or in part with federal funds, the bid/award recipient shall, at its cost and expense, promptly and fully comply with, and assist UCS as may be necessary in complying with, any federal requirements applicable to such federal award and funding. It is the responsibility of the applicant to be fully familiar with the federal terms and conditions of the award.

Financial Stability

Upon request by UCS, applicant shall provide its audited financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) for the past three (3) consecutive years and a copy of its last three (3) annual reports.

Implied Requirements

Products and services that are not specifically requested in this solicitation, but which are necessary to provide the functional capabilities proposed by the bidder, shall be included in the offer except as specified herein.

Indemnity

Awarded contractor shall indemnify, defend and hold harmless UCS, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorney's fees and the cost of legal defense) which UCS may incur by reason of: (i) awarded contractor's breach of any term, provision, covenant, representation or warranty contained in the contract awarded as a result of this bid; (ii) any act, omission, negligence or intentional misconduct of awarded contractor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) awarded contractor's performance or failure to perform under the contract; and (iv) enforcement by UCS of the awarded contract or any provisions thereof.

Independent Contractor Status

It is expressly understood and agreed that the awarded contractor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an

employee of the UCS, OCA or State of New York. The awarded contractor shall be solely responsible for the work, assignment, compensation, benefits, and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants corporations, or other organizations employed or engaged by the awarded contractor, either directly or indirectly, in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the awarded contractor or any of its employees or subcontractors.

Inspection of Bidder's/Awarded Contractor's Facilities

The UCS/OCA reserves the right to inspect bidder's proposed facilities, as part of the bid evaluation. Subsequent to award, awarded contractor's facilities shall be made available for periodic inspection. In all instances, advance notification will be communicated by appropriate UCS personnel.

Intellectual Property

If awarded contractor is required to produce specially commissioned materials pursuant to the awarded Agreement (the "Work"), whether in written form, intangible, on tape, on computer-readable media, or in another tangible form, contractor acknowledges and agrees that UCS shall have the option to: (i) retain a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work; or (ii) be the sole owner of the Work (the Work shall be considered a "work made for hire"), for Work generated under the awarded Agreement at no additional cost to UCS.

Minor Bid Irregularities

Provided the same will not materially benefit or disadvantage any particular bidder or substantially alter the requirements of this bid, UCS may: (i) waive technicalities; (ii) waive minor irregularities, omissions or incompletions in the bid or a bid response; (iii) waive any bid requirements that are unmet by all bidders; (iv) consider any and/or all alternatives and/or enhancements suggested by the successful bidder; or (v) make an award under the bid in whole or in part and negotiate contract terms and conditions with the successful bidder to meet UCS requirements consistent with such award.

Notice of Substantial Change in Contractor's Status

In addition to complying with the requirements of State Finance Law Section 138 (requiring prior approval of subcontractors and assignments or conveyances), Contractor shall notify UCS of any substantial change in the ownership, membership, or financial viability of the Awarded Contractor in writing immediately upon its occurrence. In addition to any other remedies available at law or in equity, UCS shall have the right to cancel the Contract, in whole or in part, for cause, if it finds, in its sole judgment, that such substantial change adversely affects the delivery of services under the Contract or is otherwise not in the best interests of UCS.

Online RFP Package: Disclaimer

Bidders accessing any UCS/OCA solicitations and related documents from the New York State UCS website www.nycourts.gov/admin/bids under “Current Solicitations” shall remain solely and wholly responsible for reviewing the respective solicitation and bid documents on the internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their knowledge of any amendments, addenda, modifications, or other information affecting the solicitation or bid documents in question.

Payment

Payments to the Awarded Contractor shall be made in arrears and on a reimbursement basis unless otherwise specified in the contract resulting from this RFP. The frequency of payments in arrears shall be determined between UCS and the Awarded Contractor. Payment shall be made within thirty (30) days upon receipt and acceptance by UCS of written or electronic invoices or other specified documents submitted by the Awarded Contractor.

Notwithstanding the foregoing, at the sole discretion of UCS, and subject to the availability of funds, advance payment of up to twenty-five percent (25%) of the annualized funding amount allocated for each Budget Period may be available for awarded contracts with not-for-profit organizations.

Payment for services performed under the awarded contract shall be conditioned upon the acceptance and approval of such services. Payment shall also be conditioned on whether those services are sufficiently complete both in accordance with the RFP specifications and to the extent necessary for UCS to utilize those services for their intended purpose.

Pricing

All pricing submitted pursuant to the solicitation shall be net and include all costs for the performance of all services required under this solicitation, including transportation costs.

Other than the pricing submitted on the Required Budget Form, there shall be no other charge, cost, reimbursement or expense of any kind payable by UCS in connection with, or arising from, awarded contractor’s performance of the services set forth herein. Awarded contractor shall be solely responsible for all costs and expenses incurred in connection with the performance of such services.

Pricing shall be submitted only on, and in the format prescribed by, the Required Budget Form. Bidder must quote pricing on a cost per employee basis and compute all price extensions prompted by Required Budget Form. In the event of a bidder’s miscalculation, the unit price will prevail. UCS reserves the right to make mathematical corrections based on unit price(s). Pricing in the awarded contract for amounts in increments not equal to pricing units indicated in the Required Budget Form will be prorated accordingly.

Rejected and Unacceptable Bids/Proposals/Awards

UCS reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, UCS may reject any bids/proposals from any bidders who are in arrears to the State of New York upon any debt or performance of any contract; or who have previously defaulted on any contractual obligations (as contracting party, surety or otherwise) or on any obligation to the State of New York; or

who have been declared not responsible or disqualified by any agency of the State of New York, or who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts, whose proposal is incomplete or otherwise non-responsive in any material respect; or who are found to be non-responsible based on any of the criteria specified in the section headed "Responsible Bidder."

UCS also reserves the right to reject any bidder: (i) whose facilities and/or resources are, in the opinion of OCA, inadequate or too remote from the UCS locations to render services in a timely manner in accordance with all requirements of this solicitation; (ii) who does not provide references in accordance with the bid specifications, or whose references report significant failure to comply with specifications; or (iii) who are otherwise, in the opinion of OCA, unable to meet specifications.

UCS further reserves the right to set aside a bid award to a successful bidder if it is unsuccessful in negotiating a satisfactory contract within a time frame acceptable to the UCS, in which event UCS may then invite the next responsible and responsive bidder with the next highest evaluation score to enter into negotiations for purposes of executing a contract.

Responsible Bidder

A bidder shall be defined as "responsible" in accordance with, but not limited to: references, past performance history, financial stability, responses to the Vendor Responsibility Questionnaire (see Attachment III-Vendor Responsibility Questionnaire), the criteria set forth in the paragraph headed "Rejected and Unacceptable Bids/Proposals/Awards," as well as any other criteria necessary and reasonable to establish the bidder's responsibility.

Silence of the Specifications

The apparent silence of the specifications contained as part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Subcontracting

Subcontracting, and any other transfer of any duties or obligations to be performed hereunder, will be permitted only with the prior written consent of UCS to the proposed subcontractors. In the event that bidder proposes to use one or more subcontractors, the specific subcontractors and the services proposed to be performed by such subcontractors, must be listed in bidder's proposal. If a bidder that proposes to use one or more subcontractors is awarded the contract, the award will constitute the prior written approval of UCS to the subcontractors named in the bidder's proposal. All subcontracts shall be in writing and contain provisions which are functionally identical to, and consistent with, the provisions of the Contract. Unless waived in writing by UCS, all subcontracts between the Contractor and subcontractors shall expressly name UCS as the sole intended third-party beneficiary of such subcontract. UCS reserves the right to review, approve, or reject any subcontract, as well as any amendments to said subcontract(s), and this right shall not make the UCS or the State of New York a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against UCS or the State.

The awarded contractor will be the prime contractor and will be responsible for all services required by this RFP. The UCS will communicate only with awarded contractor, and the awarded contractor shall remain wholly liable for the performance by, and payment to, any such subcontractors, their employees, agents, consultants or representatives. UCS may require subcontractors to provide evidence of insurance, as applicable, prior to UCS approval. If total compensation to any subcontractor exceeds \$100,000 in the aggregate, the subcontractor must submit and certify a Vendor Responsibility Questionnaire.

Contractor shall give UCS immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under the Awarded Contract.

Termination

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, including, but not limited to: the awarded contractor both being declared non-responsible by the UCS/OCA pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility and/or being removed from the UCS/OCA applicants list for future solicitations.

A. Early Termination for Budget Modification

1. If the UCS Budget ("Budget") is modified (a "Budget Modification," defined in subsection 2 below) for any State fiscal year included in the term of the awarded contract, in whole or in part (including any renewal or extension term), such that UCS determines, in its sole discretion, that it is necessary to reduce, eliminate, or otherwise modify the budget allocation covering payment thereunder, UCS shall have the option to terminate the awarded contract upon not less than thirty (30) days' notice to awarded contractor, without liability for costs, expenses or damages as a result thereof.
2. For purposes of this subsection A, Budget Modification shall mean and include, with respect to the Budget or any appropriation contained therein:
 - i. any reduction, elimination or restriction upon access thereto as provided by law; or
 - ii. any restriction placed on UCS' spending authority, including any restriction imposed by UCS upon itself in response to a request of the Executive or Legislative Branch of government.
3. Termination hereunder shall be further governed by the termination provisions contained in the awarded contract, as applicable.

B. Early Termination for Cause

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, the awarded contractor both being declared non-responsible by the UCS/OCA, pursuant to the UCS and Office of the State Comptroller's guidelines on vendor

responsibility and in the awarded contractor's removal from the UCS/OCA's bidders list for future solicitations.

Unified Court System Self-Insurance

UCS, a New York State governmental entity, is self-retained for risk of loss and liability.

Work for Hire

If awarded contractor produces any materials for UCS pursuant to this RFP, such work shall be deemed "work for hire" and shall be governed by the terms of Exhibit 6 (Appendix B: Terms and Conditions Applicable to Materials Produced Under the Agreement).

EXHIBIT 1

DOCUMENT ENCLOSURE CHECKLIST

The documents listed below must be submitted together with applicant’s proposal. Failure to do so as required may disqualify applicant’s response.

Documents requiring signature must be duly signed where indicated. The listed documents may not be modified, retyped or amended in any manner.

A complete set of RFP documents must be submitted. Failure to provide all documents in the manner required may result in disqualification of an applicant’s proposal.

- ___ Proposal Cover Sheet (Exhibit 2)
- ___ Vendor Assurance and Conflict-of-Interest Disclosure (Exhibit 3)
- ___ Narrative Description – Organizational Capacity (Article VIII (a))
- ___ Project staff resumes (Article VIII (b))
- ___ Project Description (Article VIII (c))
- ___ Line-Item Budget Proposal/Budget Narrative (Article VIII (d) and Article VIII (e))
- ___ Certificates of NYS Worker’s Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. (See Exhibit 4 “Insurance Requirements” for a list of accepted forms).
- ___ Copies of applicant’s certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications (See Exhibit 4 “Insurance Requirements” for a list of accepted forms).
- ___ Attachment I - Standard Request for Bid Clauses & Forms
 - p.3 - Non-Collusive Bidding Certificate
 - p.4 - Corporate Acknowledgment
- N/A Attachment II – Not Applicable
- ___ Attachment III – Vendor Responsibility Questionnaire
 - questionnaire filed online via Office of State Comptroller VendRep System and certified within 6 months of the bid opening date, or
 - paper questionnaire
- ___ Attachment IV – Procurement Lobbying forms
 - Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - Affirmation of Understanding and Agreement (UCS 421)

EXHIBIT 2

PROPOSAL COVER SHEET

Oneida County Family Treatment Court Licensed Mental Health Clinician, \$169,892 total available funding (Grant TI087261)

Legal Name of Applicant	
Executive Director/CEO	
Years of Experience	
Total Funding Requested	
Address	
Phone	
Fax	
Email	
Website Address (not required)	
Federal Tax Identification No. (TIN)	

Vendor's Primary Contact for Proposal Matters:

NAME:		
STREET:		
CITY:	STATE:	ZIP:
TELEPHONE NUMBER:	EMAIL:	

Verification:

Authorized representative of Vendor must complete and sign below to verify that each copy of the submitted proposal includes all documents required per the Document Enclosure Checklist (Exhibit 1):	
COMPANY NAME:	
AUTHORIZED OFFICER'S NAME AND TITLE:	
SIGNATURE:	DATE:

Note: Applicants must submit this Proposal Cover Sheet together with all documents listed in the Document Enclosure Checklist attached as Exhibit 1 to this Request for Proposals

EXHIBIT 3

VENDOR ASSURANCE AND CONFLICT-OF-INTEREST DISCLOSURE

TO BE COMPLETED ON OFFEROR'S LETTERHEAD

Date

Kathleen Roberts
Court Analyst
NYS OCA Office of Grants and Contracts
2500 Pond View, Suite 104
Castleton-on-Hudson, NY 12033

Dear Ms. Roberts:

Re: RFP # OCA-DPCS-027 (Oneida County Family Treatment Court Licensed Mental Health Clinician)

Vendor Assurance and Conflict of Interest Disclosure

[INSERT OFFEROR NAME] hereby submits this firm and binding offer to the New York State Unified Court System, the judicial branch of the State of New York, in response to Request for Proposals (RFP) # OCA-DPCS-027 (Oneida County Family Treatment Court Licensed Mental Health Clinician). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP.

[INSERT OFFEROR NAME]'s complete offer is set forth in two separately bound assembled volumes.

[INSERT OFFEROR NAME] hereby affirms that the solution proposed by the Offeror in the Proposal meets or exceeds the service level requirements set forth in the above-referenced RFP, including referenced attachments.

[INSERT OFFEROR NAME] hereby affirms that it knows of no factors existing at time of bid submission or which are anticipated to arise during the procurement or Contract term, which would 1) constitute a potential conflict of interest for Offeror or any subcontractor named in the Proposal, or 2) position the Offeror or any named subcontractor to violate or breach any other contract currently in force with the State of New York:

1. Furthermore [INSERT OFFEROR NAME] hereby attests that it will not act in any manner that is detrimental to any State project on which the Offeror is rendering services. Specifically, Offeror attests that the fulfillment of obligations by the Offeror, as stated in the Proposal, does not violate any existing contracts or agreements between the Offeror and the State;

2. The fulfillment of obligations by the Offeror, as stated in the Proposal, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Offeror has with regard to any existing contracts or agreements between the Offeror and the State;
3. The fulfillment of obligations by the Offeror, as stated in the Proposal, does not and will not compromise the Offeror's ability to carry out its obligations under any existing contracts between the Offeror and the State;
4. The fulfillment of any other contractual obligations that the Offeror has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Offeror will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Offeror will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. The Offeror has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.
8. To comply with the requirements outlined under the heading "Responsible Bidder" in Article XII of the above-referenced RFP, Offeror hereby affirms (enter an "X" in the appropriate box):
 - An online Vendor Responsibility Questionnaire has been updated or created within the last six (6) months at the website of the Office of the Comptroller: <https://onlineservices.osc.state.ny.us/Enrollment/login?1>
 - A hard copy Vendor Responsibility Questionnaire is included with the Proposal and is dated within the last six (6) months.
 - A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental agencies, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

By signing, the undersigned individual affirms and represents that he or she has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind [INSERT OFFEROR NAME] to the offer, and possesses the legal capacity to act on behalf of Offeror to

execute a Contract with the New York State Unified Court System. The aforementioned legal authority and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of [INSERT OFFEROR NAME].

Signature

[INSERT OFFEROR SIGNATORY NAME]

[INSERT TITLE]

[INSERT OFFEROR COMPANY NAME]

EXHIBIT 4

INSURANCE REQUIREMENTS

Grant recipients will be required to maintain the following insurance coverage during the term of the contract:

1. Workers' compensation and disability benefits insurance coverage as required under New York State law. Proof of workers' compensation insurance and disability benefits insurance must be provided with the grant application. If applicant is legally exempt from such coverage, proof of exemption must be provided. The only forms acceptable as evidence of these insurance requirements are:

Proof of Workers' Compensation Coverage

- Form C-105.2 - Certificate of Workers' Compensation Insurance issued by private insurance carriers; or
- Form U-26.3 issued by the State Insurance Fund; or
- Form SI-12 - Certificate of Workers' Compensation Self-Insurance; or
- Form GSI-105.2 - Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- Form CE-200 - Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

- Form DB-120.1 - Certificate of Disability Benefits Insurance, or
- Form DB-120.2 - Certificate of Participation in Disability Benefits Group Self-Insurance; or
- Form DB-155 - Certificate of Disability Benefits Self-Insurance; or
- Form CE-200 - Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Please note that an ACORD Certificate of Insurance is NOT acceptable proof of New York State workers' compensation or disability benefits insurance coverage. Applicants should obtain the appropriate Workers' Compensation Board forms from their insurance carrier or licensed agent, or follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. Required forms and procedures may be obtained on the Workers' Compensation Board website at www.wcb.ny.gov/ and click on 'Employers/Businesses' and/or 'Forms.' Any questions regarding workers' compensation coverage requirements should be directed to:

Workers' Compensation Board
Bureau of Compliance
(518) 462-8882
(866) 298-7830

Applicants awarded funding (whether through a new or amended contract) will be required to provide updated certificates of workers’ compensation and disability benefits coverage that name the UCS as the certificate holder if the applicable form has a space for a certificate holder to be listed. The carrier must enter:

NYS Unified Court System
 Office of Court Administration
 Division of Professional and Court Services
 2500 Pond View, Suite 104
 Castleton-on-Hudson, New York 12033

The insurance carrier must notify the certificate holder if a policy is canceled.

2. Commercial General Liability Insurance (bodily injury and property damage on an occurrence basis), contractual and products/completed operations liability coverage, and auto liability with minimum limits as follows:

Bodily Injury and Property Damage	\$1 million per occurrence, \$2 million aggregate
Personal Injury and Advertising	\$1 million aggregate
Contractual and Products/ Completed Operations Liability	\$2 million aggregate
Auto Liability, Combined single limits	\$1 million

Commercial general liability insurance coverage must be obtained from commercial insurance carriers licensed in, or otherwise authorized to do business in, the State of New York. Proof of applicant’s commercial general liability insurance coverage must be submitted with the grant application. Applicants awarded funding will be required to submit an updated certificate naming UCS as a certificate holder, an additional insured, or loss payee, as appropriate, and providing for at least thirty (30) days advance written notice to UCS of cancellation or non-renewal. The updated certificate must be submitted prior to finalization of the contract. The commercial general insurance of Applicants awarded funding shall be primary insurance with respect to UCS.

Products completed operations insurance coverage is not required if applicant provides written documentation prior to finalization of an awarded contract that the organization’s commercial general insurance policy does not include coverage for products-completed operations. Automobile liability insurance is not required if applicant does not use vehicles in its operations.

3. Commercial or other Property Insurance (hazard and casualty) coverage must be obtained from commercial insurance carriers licensed or otherwise authorized to do business in the State of New York. Proof of applicant’s commercial property insurance coverage must be submitted with the grant application. Applicants awarded funding will be required to submit an updated certificate naming UCS as an additional insured and loss payee prior to finalization of the contract. Applicant’s insurance carrier

must provide UCS (as a certificate holder) with at least thirty (30) days advance written notice of cancellation or non-renewal of coverage. Such insurance shall cover the premises owned or rented by the vendor in an amount not less than the full insurable value (replacement value) of the real property unless otherwise approved in writing by UCS.

4. Professional liability insurance in the amount of \$1,000,000 for all of applicant's professional employees that will perform with grant funding. Proof of applicant's professional liability insurance coverage must be submitted with the grant application. Organizations awarded funding will be required to contractually agree to obtain tail coverage for a minimum of two years in the event that the organization's professional liability coverage policy is terminated and either: (i) there is no replacement policy; or (ii) the replacement policy does not cover claims made against the organization based on events that occurred prior to the effective date of the new policy.

EXHIBIT 5

**PROPOSAL RATING TOOL
TECHNICAL PROPOSAL SUMMARY RATING SHEET**

APPLICANT: _____

Capacity (25 points possible) **A.** _____

Proposed Service Delivery (50 points possible) **B.** _____

Total Points: 75 points **TOTAL** _____

EVALUATOR **(Print)** _____

(Signature) _____

DATE ___/___/___

DETAIL RATING SHEETS

PROPOSAL: _____

REVIEWER: _____

A. CAPACITY (25 POINTS POSSIBLE)

Instructions to reviewers: For each sub-question, award a value of 0 up to the maximum points allowed for the question based on your assessment of the proposal.

_____ A1. Evaluate the extent to which the applicant demonstrates that the organization is organized with a mission that aligns with the services to be provided under the project. *(up to 5 points: 5 = excellent, 3-4 = very good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ A2. Evaluate the extent to which the applicant demonstrates that the organization has instituted mechanisms likely to result in high quality services taking into account significant developments which may impact on the ability to institute such mechanisms. *(up to 5 points: 5 = excellent, 3-4 = very good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ A3. Evaluate the organization’s experience and expertise providing mental health assessments to adults and children. *(up to 5 points: 5 = excellent, 3-4 = very good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ A4. Evaluate the organization’s plan to fill the Licensed Mental Health Clinician position. *(up to 5 points: 5 = excellent, 3-4 = very good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ A5. Evaluate the ability of the organization to effectively manage government funded programs, including SAMHSA-funded programs. *(up to 5 points: 5 = excellent, 3-4 = very good, 2 = fair, 1 = poor, 0 = unacceptable)*

SUBTOTAL FOR PART “A” (A1 + A2 + A3 + A4 + A5) _____

DETAIL RATING SHEETS

PROPOSAL: _____

REVIEWER: _____

B. PROPOSED SERVICE DELIVERY (50 POINTS POSSIBLE)

Instructions to reviewers: For each sub-question, award a value of 0 up to the maximum points allowed for the question based on your assessment of the proposal.

_____ B1. Evaluate the extent to which the applicant demonstrates that the organization has instituted mechanisms likely to result in high quality services taking into account significant developments which may impact on the ability to institute such mechanisms. *(up to 6 points: 6 = excellent, 5 = very good, 3-4 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ B2. Assess the proposed service delivery. Is the plan likely to result in a fully functional project? *(up to 7 points: 7 = excellent, 5-6 = very good, 3-4 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ B3. Assess the applicant’s plan to ensure the project goals are met. *(up to 7 points: 7 = excellent, 5-6 = very good, 3-4 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ B3. Assess the applicant’s proposed plan to initiate a mental health evaluation for Oneida County Family Treatment Court participants within 14 days from initial referral. *(up to 6 points: 6 = excellent, 5 = very good, 3-4 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ B4. Assess the applicant’s plan to conduct a comprehensive mental health assessment for participants and their children using accredited screening tools and rating scales and to provide the treatment court team with a written diagnostic impression, with listed recommendations, within 30 days from initial referral. *(up to 6 points: 6 = excellent, 5 = very good, 3-4 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ B5. Assess the applicant’s plan to refer clients to psychiatric services as necessary, monitor their progress, and conduct additional screenings to address any unmet needs. *(up to 6 points: 6 = excellent, 5 = very good, 3-4 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ B6. Assess the applicant’s plan for the Licensed Mental Health Clinician to document their activities with participants, including how this information will be maintained and how individual client progress will be reported to the court. Is the plan likely to be effective and timely? *(up to 6 points: 6 = excellent, 5 = very good, 3-4 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ B7. Assess the applicant’s plan for data collection and compilation of data pursuant to GPRA. Is

the plan for collection and compilation feasible and appropriate? (*up to 6 points: 6 = excellent, 5 = very good, 3-4 = good, 2 = fair, 1 = poor, 0 = unacceptable*)

_____ B8. Assess the applicant's proposed supervisory structure for the project. (*up to 6 points: 6 = excellent, 5 = very good, 3-4 = good, 2 = fair, 1 = poor, 0 = unacceptable*)

SUBTOTAL FOR PART "B" (B1 + B2 + B3 + B4 + B5 + B6 + B7 + B8) _____

EXHIBIT 6

APPENDIX B

Terms and Conditions Applicable to Materials Produced Under the Agreement

1. Contractor acknowledges and agrees that UCS has ordered and/or specially commissioned the services, deliverables and materials that Contractor is required to produce pursuant to this Agreement (the “Work”), whether in written form, on tape, computer-readable media or other tangible or intangible form. Except as otherwise specified in this Appendix B, Contractor agrees that: (i) UCS shall be the sole owner of the Work; and (ii) the Work shall be considered a “work made for hire” as that term is used under federal and state law. UCS or its authorized designee shall have all right, title, and interest of every kind and nature, whether now known or hereafter devised and including, without limitation, all copyrights and renewals and extensions thereof, in and to the Work, including without limitation any editions and versions thereof, without payment of any royalty or other compensation. Without limiting the foregoing, and except as otherwise specified in this Appendix B, if all or any part of the Work is not so deemed a “work made for hire,” Contractor hereby irrevocably grants, assigns, transfers, and sets over to UCS or its authorized designee all rights of any kind and nature in and to the Work that he/she/it may possess or come to possess, including without limitation all copyrights and renewals and extensions thereof, without payment of any royalty or other compensation. Contractor agrees to execute and deliver to UCS any assignments and other documents requested by UCS confirming the assignment to UCS or its authorized designee of all rights in the Work and to fully cooperate with UCS in registering and protecting UCS’s rights to and interests in the Work. Upon request of UCS during any stage thereof, Contractor shall deliver all such Work to UCS. To the extent an assignment is not effective under applicable law, Contractor grants UCS an exclusive, perpetual, royalty-free, fully-paid, irrevocable, worldwide, transferable license to use, reproduce, distribute, and commercialize any deliverables to the fullest extent permissible and effective under applicable law. Contractor shall cooperate with UCS, at UCS’s request, as reasonably required to perfect or secure UCS’s rights, including executing appropriate documents.

2. Contractor represents and warrants that the Work shall be created solely by Contractor, be original, and does not infringe upon the copyright, trademark, patent, or other proprietary rights of any third party, including without limitation the right to use or display the name, face, or likeness of any person. Furthermore, Contractor represents and warrants that the Work and any other materials used in connection with this Agreement shall not include or incorporate in any way the work or materials of any third party with rights to such work or materials, or the name, face, or likeness of any person, unless Contractor has: (i) advised UCS of this; and (ii) the appropriate written authorizations, releases, licenses, or other permits to allow UCS and Contractor to use the Work and any other materials used in

connection with this Agreement without violating such rights have been obtained and delivered to UCS. The form of such authorizations and other documents is subject to UCS's approval.

3. All rights granted to UCS hereunder are irrevocable and shall vest and remain perpetually vested in UCS and UCS's successors and assigns without payment of any royalty or other compensation, whether this Agreement expires or is terminated, and shall not be subject to rescission, cancellation, or termination by Contractor for any cause whatsoever.

4. If applicable, Contractor shall own and retain all pre-existing proprietary rights to any materials, tools, templates, or methodologies produced or licensed by Contractor prior to the Effective Date, or not as a result of this Agreement ("Contractor's Property"), even if such materials are incorporated into the Work. If any such materials are incorporated into the Work, Contractor hereby grants to UCS or its authorized designee, in perpetuity, at no additional cost or expense, a royalty-free, fully-paid, the non-exclusive, irrevocable worldwide license to reproduce, display, and otherwise use Contractor's Property as part of the Work.

5. If master tapes are created in the production of the Work, upon receipt of final payment for the Work, Contractor will provide these to UCS, except for the master tapes to Contractor's Property (if applicable).

6. If requested by UCS, Contractor shall include in the Work a copyright notice in the following form: "Copyright (or ©) [year] New York State Unified Court System. All rights reserved." If applicable, the notice shall be computer-readable and clearly visible to viewers for at least three seconds.

7. Contractor shall indemnify, defend, and hold UCS, its administrative officers, directors, employees, and authorized agents harmless from and against all claims, costs, liability, and damages, including reasonable attorneys' fees and disbursements: (i) resulting from the Contractor's breach of representation or warranty made herein; or (ii) arising in connection with an allegation that UCS's use of the Work (if any) or any other deliverable, if any, infringes any patent, trade secret, copyright, or any other proprietary right, including, without limitation, the rights to use or display a person's name, face, or likeness.

8. This Appendix B shall survive expiration or termination of this Agreement.