

STATE AGENCY (Name & Address):

CONTRACT NUMBER: UCS02-«Contract»-5000234

**Office of Court Administration
Community Dispute Resolution Centers Program
98 Niver Street
Cohoes, New York 12047**

ORIGINATING AGENCY CODE: UCS02

CONTRACTOR (Name & Address):

TYPE OF PROGRAM
Community Dispute Resolution Centers (CDRCP)

«Organization_Name»
«Contract_Letter_QryAgencyInfo_LocalAdd»
«Contract_Letter_QryAgencyInfo_LocalAdd1»
«Contract_Letter_QryAgencyInfo_LocalCit», NY «Contract_Letter_QryAgencyInfo_LocalPos»

CHARITIES REGISTRATION NUMBER:
«Charitable_Registration_»

INITIAL CONTRACT PERIOD:

VENDOR ID NUMBER:
«Federal_Tax_ID_»

FROM: «Contract_Start_Date»
TO: «Contract_End_Date»

FUNDING AMOUNT FOR INITIAL PERIOD:
«Contract_Amount»

STATUS

MULTI-YEAR TERM: (if applicable)

CONTRACTOR IS A
NON-SECTARIAN ENTITY

FROM: «Contract_Start_Date»
TO: «Contract_End_Date»

CONTRACTOR IS A
NON-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT:

- APPENDIX A...Standard Clauses for All New York State Contracts
- APPENDIX B...Contractor's Certificate of Incorporation
- APPENDIX C...Budget Expenses
- APPENDIX D...Budget Revenue
- APPENDIX E...Program Workplan

WHEREFORE, UCS and Contractor have caused this Agreement to be executed as follows:

Agency Certification

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

«Organization_Name»

**Unified Court System
State of New York**

Contract No. «Contract»

By:

By:

Signature

Ronald P. Younkins

Chief of Operations,
Office of Court Administration

Title

Title

Date

Date

Attorney General's Signature

Comptroller's Signature

Dated _____

Dated _____

ACKNOWLEDGMENT

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

On this _____ day of _____, before me personally came
_____, to me known, who, being by me duly sworn, did depose and say that
s/he resides in _____, that s/he is the _____ of
«Organization_Name», the organization described in the above instrument; that s/he had the authority to sign
same; and that s/he did duly acknowledge to me that s/he executed the same as an act and deed of said
organization.

NOTARY PUBLIC

AGREEMENT

This Agreement effective «Contract_Start_Date» between the Unified Court System of the State of New York (hereinafter "UCS") and «Organization_Name» (hereinafter "Contractor") is for the purpose of providing State funding for alternative dispute resolution services as an alternative or adjunct to judicial intervention. The Unified Court System agrees to provide funding for and Contractor agrees to deliver such services as are set forth in Appendix E to this Agreement.

In consideration of the mutual promises herein contained, the parties agree that:

I. REQUEST FOR PROPOSALS AND PROPOSAL

(A). The Request for Proposals, RFP OCA-ADR 005 (hereinafter "RFP"), issued by UCS for the purpose of establishing one or more contracts to provide Community Dispute Resolution Center services and the Proposal submitted to UCS by Contractor on August 9, 2012 (hereinafter "Proposal") are incorporated herein by reference.

II. TERM OF AGREEMENT; MAXIMUM COMPENSATION

(A). This Agreement shall be effective retroactive to «Contract_Start_Date» when signed by the parties and approved by all necessary government agencies, and shall continue through «Contract_End_Date» unless terminated earlier or extended pursuant to its terms. This multi-year term consists of annual parts or periods (hereinafter "budget period"), each of which may have its own budget and maximum amount of monetary reimbursement by UCS to Contractor for that budget period, as provided in Appendix C of the Agreement. Where necessary,

each budget period may have its own schedules of anticipated expenses and revenue in the form of new Appendices C and D and its own description of services in the form of a new Appendix E, to replace the prior Appendices C, D, and E.

(B). The initial budget period of this Agreement shall commence on «Period_StartDate» and terminate on «Period_EndDate».

(C). The Budget for each budget period shall be subject to UCS approval.

(D). The maximum total compensation for the services provided during the term of this Agreement as set forth in Subdivision (A) of Section II shall not exceed **«Contract_Amount»**.

(E). This grant may derive from two separate sources: (i) Community Dispute Resolution Centers funds which shall require a matching contribution by Contractor of cash or in-kind services in accordance with Article 21-A of the New York State Judiciary Law and (ii) additional funds for court-annexed or ancillary services, which will not require any matching contribution by Contractor. Appendix D shall set forth the specific amounts of each allocation of UCS funds to Contractor.

III. TERMINATION

(A). UCS may terminate the Agreement without cause upon 30 days' written notice to Contractor and with cause forthwith upon written notice to Contractor. On written notice to Contractor, UCS may also terminate the Agreement forthwith in the event that funds for the Agreement are no longer available or in the event

that a petition in bankruptcy or insolvency is filed by or against Contractor.

- (B). Should funding become unavailable, this Agreement may be suspended until funding becomes available. In such event UCS shall notify Contractor immediately of learning such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this Agreement beyond «Contract_End_Date».
- (C). Contractor may terminate this Agreement only with the prior written approval of UCS and upon 60 days' written notice to UCS.
- (D). In the event of termination, UCS shall not be liable for funding any services after the effective date of termination. Within ten (10) days of the effective date of termination, Contractor shall render a final statement of expenses as provided in Section IV below. Nothing in this Article shall be construed to, or shall, increase the maximum total liability of UCS under this Agreement to an amount in excess of the amount set forth in Appendix C.

IV. SCOPE OF SERVICES

- (A). Contractor agrees to provide CDRCP services in the county or counties listed in Appendix E of this Agreement.
- (B). Contractor agrees to comply with all administrative rules and guidelines promulgated by the New York State Unified Court System's Office of Alternative Dispute Resolution Programs.
- (C). Contractor agrees provide CDRCP services in a manner consistent with section 849(b) of Article 21-A of the Judiciary Law and all other applicable

provisions of law.

V. PAYMENT

- (A). Contractor shall be paid for services rendered and funds actually expended during the term of this Agreement in accordance with the terms of this Agreement.
- (B). With respect to amounts provided for support personnel set forth in Appendix C, Contractor:
 - (1). May not change the titles of positions, or expend more than the amount allocated or interchange funds on any line for a specific job title or category of job title, without the prior written approval of UCS; and
- (C). May not change the total number of positions without the prior written approval of UCS.
- (D). With respect to the amounts provided for operating expenses in Appendix C, Contractor may interchange funds from one major category (defined as personal services, non-personal services, and indirect costs) to another, provided that no one major category is increased or decreased by more than 10 percent of the original allocations set forth herein without the prior written approval of UCS and approval of OSC.
- (E). The Contractor shall identify in Appendix D all sources of revenue designated for the Program. Any funds designated for the Program received by the Contractor during the term of this Agreement in addition to those set forth in

Appendix D shall be reported to UCS pursuant to the terms of Subdivision (B) of Section VI below.

- (F). UCS may halt immediately the disbursement of funds pursuant to this Agreement at any time the Chief Administrator determines that the Contractor is not adequately providing services pursuant to this Agreement or that any of the material provisions of the Agreement are being violated.

VI. VOUCHERS; RECONCILIATION; ADDITIONAL REVENUE

- (A). To the extent permitted by law and regulation, thirty (30) days prior to the beginning of the first quarter of each year in which this Agreement is in effect, Contractor may submit to UCS a request for an advance payment of up to twenty-five percent (25%) of the annual maximum compensation by UCS for the new annual Period. All other payments made during an annual Period shall be made by UCS to Contractor in accordance with Section VI (B), (C) and (D) below. The advance payment described in this Paragraph may be made at the discretion of UCS only upon submission by Contractor of an appropriate voucher with sufficient documentation in a format acceptable to UCS and OSC.
- (B). At the end of each quarter of every annual Period in which this Agreement is in effect, Contractor shall submit to UCS a reconciliation report detailing the actual costs incurred and revenues received pursuant to this Agreement during the immediately preceding three (3) month period. Following review and approval of the quarterly statement, UCS shall submit a voucher to OSC for payment based on the approved expenses. For the first, second and third quarters of each annual Period, payment to the Contractor shall be limited to the lesser of the

following:

(a) The actual expenses incurred and approved for payment during that quarter of the annual Period; or

(b) Twenty-five percent (25%) of the approved annual grant award.

(C). Within forty-five (45) days after the conclusion of each annual Period in which this Agreement is in effect, Contractor shall submit to UCS a final reconciliation report for the prior twelve (12) month Period detailing the actual final expenses to be charged to the Agreement. If, upon review and approval of such final reconciliation statement, Contractor has expended less than the amount paid by UCS for said Period, Contractor shall submit a check to UCS covering the difference. If, on the other hand, Contractor's approved expenditures for said Period have exceeded the payments already made by UCS to Contractor, UCS shall reimburse Contractor for the difference by submitting another voucher to OSC for payment to Contractor. Nothing contained herein shall increase the maximum amounts payable to Contractor as set forth in Section II of this Agreement or as established by UCS for any Period subsequent to the initial Period of this Agreement.

(D). In addition, all non-UCS revenues received by the Contractor which were expended during the annual Period shall be subtracted from the expenses actually incurred during the Period. If the resulting amount is less than the total payments provided pursuant to Paragraphs (A) and (B) of this Section V, the Contractor shall refund the difference to UCS.

VII. PURCHASED EQUIPMENT

- (A). Throughout the term of this Agreement Contractor shall retain title to and possession of all furnishings (including furniture), computers and other equipment ("Purchased Equipment") that Contractor purchases with funds included on the Equipment Line of Contractor's approved Budget, regardless of UCS or non-UCS source of said funds.
- (B). Within ten (10) business days' of Contractor's receipt of written notification that UCS is terminating this Agreement with cause and forthwith in accordance with Section II above, or thirty (30) days prior to the effective date of termination in the event that either UCS terminates this Agreement without cause or Contractor terminates this Agreement pursuant to Section II above, or in the event that the term of this Agreement will expire pursuant to Section II(A) above and the parties know that Contractor and UCS will not be entering into a new Agreement for the provision of the same services, Contractor shall submit to UCS a written final inventory of all Purchased Equipment. That inventory shall conform to the requirements of the official Program Manual of the UCS Community Dispute Resolution Centers Program and any other guidelines issued by UCS.
- (C). Upon termination of this Agreement in accordance with Section II above:
- (1). Title to all Purchased Equipment purchased less than five (5) years prior to the effective date of termination shall be automatically transferred to UCS, unless UCS exempts a specific item of Purchased Equipment and provides written notification thereof to

Contractor;

- (2). Possession of all non-exempt Purchased Equipment shall be transferred to UCS by Contractor at the times and in the manner determined by UCS; and
- (3). Contractor may retain title to and possession of all Purchased Equipment purchased at least five (5) years prior to the effective date of termination.

VIII. AUDITING OF BOOKS

OSC and UCS shall have the right to perform both pre - and post - audits of the books of account of Contractor with respect to the expenditures made and expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by OSC and UCS at any mutually convenient time or times.

IX. MONITORING AND REPORTING REQUIREMENTS

- (A). UCS shall have the right to conduct on-site inspections and monitoring of the CDRCP Program and the offices of Contractor at the discretion of UCS, and Contractor shall cooperate in facilitating such inspections and monitoring.
- (B). Contractor shall submit to UCS periodic Progress Reports summarizing Contractor's activities concerning the provision of CDRCP services pursuant to this Agreement. The format, contents and frequency of such Progress Reports shall be established by guidelines promulgated in the Program Manual of the UCS Community Dispute Resolution Centers Program and any other guidelines issued by UCS.

- (C). Contractor shall give immediate notice to UCS of:
- (1). It's intent to make any material change in the scope of the services provided pursuant to this Agreement; or
 - (2). Any change in the personnel performing the services provided pursuant to this Agreement.
- (D). Contractor shall provide written notice to UCS of any and all CDRCP trainings conducted or sponsored by the Contractor not less than thirty (30) days prior to the commencement of such training.
- (E). Contractor agrees to participate in meetings, conferences and training seminars sponsored by UCS for the purpose of reviewing programmatic and other issues related to the services to be provided under this Agreement or to administration and oversight of the Agreement.
- (F). Contractor shall provide UCS with inventories of Purchased Equipment (as that term is defined in Subdivision A of Section VII of this Agreement) purchased by Contractor during the term of this Agreement with any funds from the Equipment Line of Contractor's approved Budget, regardless of whether the funds were received from UCS pursuant to this Agreement or from non-UCS sources and listed on Appendix D. The format, contents and frequency of all such inventories shall conform to the guidelines promulgated in the Program Manual of the UCS Community Dispute Resolution Centers Program and any other guidelines issued by UCS.
- (G). Contractor shall provide such other oral or written reports as UCS may from

time to time require.

X. RETENTION OF RECORDS

(A). Contractor agrees to retain the following records for the following periods of time:

(1). Financial records of the Contractor pertaining to this Agreement shall be retained for a minimum of six (6) years after expiration of this Agreement.

(2). Case records and all other written material, stored in any media (i.e., written or electronic) from which Contractor may compile the information required to comply with Section IX hereof shall be retained for a period of six (6) years after final disposition of the case.

(B). All other records may be disposed of at the discretion of the Contractor.

(C). During the term of this Agreement and upon written notice to Contractor, UCS reserves the right to add to the list of records that must be retained or to alter the period of retention.

XI. CONFIDENTIALITY

(A). Contractor agrees to safeguard the confidentiality of all information and material considered confidential in accordance with all applicable state and federal rules and regulations and in the normal course of business.

(B). In addition, any and all information, records, files, documents or reports in any media format provided to Contractor by UCS or otherwise encountered by

Contractor in the provision of services pursuant to this Agreement, as well as the contents of any court proceeding to which Contractor is granted access, in any manner, while providing services pursuant to this Agreement, shall be considered confidential and shall be handled accordingly at all times. Neither Contractor nor any of its officials, employees, consultants or volunteers shall be permitted at any time to utilize such confidential information for any purpose outside the scope of this Agreement without the prior express written authorization of UCS. Contractor shall educate, monitor and be responsible for its officials, employees, consultants and volunteers that are providing services pursuant to this Agreement concerning these confidentiality requirements.

- (C). Any breach of the confidentiality requirements set forth in this Section may be cause for the immediate termination of this Agreement by UCS.

XII. STATUS OF CONTRACTOR AND ITS EMPLOYEES, CONSULTANTS AND VOLUNTEERS

- (A). Contractor's status hereunder is that of independent contractor.
- (B). No employee of the Contractor or consultant employed by Contractor or any volunteer providing CDRCP or other services pursuant to this Agreement is an employee of UCS. Contractor alone is responsible for the work, direction, compensation and personal conduct of such employees, consultants and volunteers while providing services pursuant to the terms of this Agreement.

XIII. LIABILITY AND INDEMNIFICATION

- (A). Nothing contained in this Agreement shall impose any liability or duty upon

UCS, its agents or employees, to persons or other entities employed or engaged by Contractor as employees, servants, consultants, volunteers, or agents or in any other capacity, nor shall make UCS, its agents or employees, liable for the acts, omissions, liabilities, obligations or taxes of whatever nature, including without limitation, unemployment insurance and worker's compensation, of Contractor or its employees, servants, consultants, volunteers, agents or independent contractors.

(B). Contractor shall be liable for damage to property and injury to persons caused by the negligence of Contractor or of persons under its direction or control.

(C). Contractor agrees to indemnify UCS against all liability, losses, costs, and expenses (including reasonable counsel fees) which UCS may incur by reason of:

(1). The breach by Contractor of any terms, provision, covenant, warranty, or representation contained herein;

(2). Contractor's performance or failure to perform under this Agreement; and

(3). The enforcement of this Agreement or any of its provisions.

(D). In addition to and not in limitation of the provisions set forth in this Section, Contractor agrees to refund funds owed to UCS pursuant to Section VI of this Agreement whenever UCS determines that such a refund is due.

XIV. NOTICE

All notices under this Agreement shall be deemed duly given upon delivery, if

delivered by hand against receipt, or three (3) days after posting, if sent by regular mail, to a party at the following addresses:

Unified Court System	«Organization_Name»
Office of Court Administration	«Contract_Letter_QryAgencyInfo_LocalAdd»
Division of Professional and Court Services	«Contract_Letter_QryAgencyInfo_LocalAdd1»
CDRCP Program	«Contract_Letter_QryAgencyInfo_LocalCit», NY
98 Niver Street	«Contract_Letter_QryAgencyInfo_LocalPos»
Cohoes, NY 12047	

XV. SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken, and the remaining provisions of this Agreement shall remain in full force and effect.

XVI. FULL AGREEMENT; AMENDMENT OF THE AGREEMENT

- (A). The terms and conditions contained in this Agreement, together with its Appendices, represent the full understanding of the parties and, except as otherwise provided herein, no part hereof shall be deleted or changed without the express written consent of both parties and, where necessary, the approval of OSC.
- (B). Any change in the maximum total compensation for the services provided during the term of this Agreement, change in the term of this Agreement, or change in scope of services is subject to the approval of OSC.

XVII. APPLICABLE LAW

- (A). This Agreement shall be governed by and construed in accordance with the law of New York State.
- (B). Contractor and UCS agree that each shall perform its obligations hereunder in accordance with all applicable New York State laws, rules and regulations now or hereafter in effect, including the Program Manual for The UCS Community Dispute Resolution Centers Program and all other Rules and guidelines of the Chief Administrator.

XVIII. APPENDICES

- (A). Appendix A shall consist of standard clauses for all New York State Contracts.
- (B). Appendix B shall consist of a photocopy of either Contractor's Certificate of Incorporation as issued by the New York State Department of State or a Letter of Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code as issued by the federal Internal Revenue Service.
- (C). Appendix C shall consist of the schedule of the anticipated program expenses for the initial Budget period of this Agreement.
- (D). Appendix D shall consist of the schedule of anticipated program revenues for initial Budget period of this Agreement.
- (E). Appendix E shall set forth the following information:
 - (1). The county or counties to be served by Contractor; and
 - (2). A description of the services to be provided.

(F). Appendices A, B, C, D, and E, and the face page to this Agreement attached hereto, are made part of this Agreement. Pursuant to Subdivision (A) of Section I of this Agreement, Appendices C, D, and E may be replaced for each Budget period. Where Appendices C, D, and E are revised for a new Budget period, the new Appendices C, D, and E shall be made parts of this Agreement.

XIX. COMPLIANCE WITH SECTION 5-A OF THE TAX LAW

(A). Pursuant to Section 5-a of the New York State Tax Law, the sworn certification of Contractor required by Section 5-a (“Contractor Certification”) and copies of any certificates of authority annexed thereto are incorporated herein by reference. Since the term of this Agreement exceeds one (1) year and the Agreement does not include provision for any renewal or extension terms, Contractor shall submit an additional Contractor Certification to UCS annually on or before the day prior to the commencement date of the next annual Budget period of the Agreement (“Annual Certification”).

(B). Contractor’s failure to submit a required Annual Certification or its submission of a false initial Contractor Certification or Annual Certification shall be a material breach of this Agreement for which the Agreement may be subject to termination by UCS if UCS determines that termination is in its best interest.

XX. OTHER TERMS AND CONDITIONS

(A). The headings used in this Agreement are for reference purposes only and are not controlling.

(B). All references to the Chief Administrator in this Agreement shall be deemed to

include the Chief Administrator of the Courts or the Chief Administrator's designee.

(C). The rights and obligations of Contractor under this Agreement may not be assigned, subcontracted, transferred or delegated to any other person or organization without the express prior written consent of UCS.

APPENDIX C
New York State Unified Court System
Program Budget
Expenses

Contractor: «Organization_Name»

Contract #: «Contract»

Contract Term: «Contract_Start_Date» - «Contract_End_Date»

Administrative Unit: «Judicial_District_Description»

Contact Description: «Contract_Description»

Budget period Start Date: «Period_StartDate»

Budget period End Date: «Period_EndDate»

	UCS Grant Funding	Other Funding	Total Budget
Salaries	«UCS_Salaries»	«Exp_Salaries_M»	«Exp_Salaries»
Other Expenses			
Fringe Benefits	«UCS_Fringe»	«Exp_Fringe_M»	«Exp_Fringe»
Supplies	«UCS_Supplies»	«Exp_Supplies_M»	«Exp_Supplies»
Travel	«UCS_Travel»	«Exp_Travel_M»	«Exp_Travel»
Equipment	«UCS_Equip»	«Exp_Equipment_M»	«Exp_Equipment»
Rentals & Repairs of Equipment	«UCS_Rental_Equip»	«Exp_Rentals__Equipment_M»	«Exp_Rentals__Equipment»
Real Estate Rentals	«UCS_RealEstate»	«Exp_RealEstate_M»	«Exp_RealEstate»
Postage & Shipping	«UCS_Postage_Shipping»	«Exp_Postage_Shipping_M»	«Exp_Postage_Shipping»
Printing	«UCS_Printing»	«Exp_Printing_M»	«Exp_Printing»
Telephone	«UCS_Telephone»	«Exp_Telephone_M»	«Exp_Telephone»
Miscellaneous Services	«UCS_Misc»	«Exp_Micellaneous_Services_M»	«Exp_Micellaneous_Services»
Professional Services	«UCS_Prof»	«Exp_ProfessionalServices_M»	«Exp_ProfessionalServices»
Insurance Fees	«UCS_Ins_Fees»	«Exp_Insurance_Fees_M»	«Exp_Insurance_Fees»
Training	«UCS_Training»	«Exp_Training_M»	«Exp_Training»
Seminars & Meetings	«UCS_Seminars_Meetings»	«Exp_Seminars_Meeting_M»	«Exp_Seminars_Meeting»
Cash Payments to Neutrals	«UCS_Payments_Neutrals»	«Exp_PaymentsToNeutrals_M»	«Exp_PaymentsToNeutrals»

APPENDIX C
 New York State Unified Court System
 Program Budget
 Expenses

Indirect Costs	«UCS_Indirect»	«Exp_Indirect_M»	«Exp_Indirect»
In-Kind	«UCS_In_Kind»	«Exp_InKind_M»	«Exp_InKind»
TOTAL EXPENSES	«Rev_UCS_Request»	«Total_Exp_Non_UCS»	«TotalExp»
TOTAL REVENUE	«Rev_UCS_Allocation»	«Rev_Non_UCS»	«Total_Revenue»

<p>MAXIMUM UCS REIMBURSEMENT ALLOCATION</p> <p>«Rev_UCS_Allocation»</p>

APPENDIX C
 New York State Unified Court System
 Program Budget
 Expenses

Contractor: «Organization_Name»

Contract #: «Contract»

Contract Term: «Contract_Start_Date» - «Contract_End_Date»

Administrative Unit: «Judicial_District_Description»

Contact Description: «Contract_Description»

Multi-Year Term Maximum Allocations

Budget Period	Maximum Allocation
January 1, 2013 – March 31, 2013	«Rev_UCS_Allocation»
April 1, 2013 – March 31, 2014	«Period_2»
April 1, 2014 – March 31, 2015	«Period_3»
April 1, 2015 – March 31, 2016	«Period_4»
April 1, 2016 – March 31, 2017	«Period_5»
TOTAL	«Contract_Amount»

APPENDIX D
 New York State Unified Court System
 Program Budget
 Revenue

Budget period Start Date: «Period_StartDate»

Budget period End Date: «Period_EndDate»

PUBLIC REVENUE	«Rev_Public»
PRIVATE REVENUE	«Rev_Private»
IN-KIND REVENUE	«Exp_InKind»
TOTAL UCS GRANT	«Rev_UCS_Allocation»
TOTAL REVENUE	«Total_Revenue»