



NEW YORK STATE UNIFIED COURT SYSTEM

Request for Proposals #085
OCA / Professional and Court Services

Attorney for the Child Services
Representing Children in Child Welfare, Private Custody
and Other Limited Proceedings

All New York State Counties

Proposal Cover Sheet: Attorney for the Child Services

Legal Name of Applicant			
Executive Director/CEO			
Proposal Contact Person, Title, Phone Number and Email Address			
Years of Experience			
Address			
Phone			
Fax			
Email			
Website Address (not required)			
Federal Tax Identification No. (TIN)			
Charities Registration Number (if exempt, please explain)			
Signature of officer authorized to enter into contracts on the organization's behalf			
Counties and Caseload Applied For			
County	Case Type*	Estimated Maximum Carrying Caseload	Caseload Capacity <i>By entering a caseload number in this field, an application is made to provide the services for county for the case type indicated</i>
First Judicial Department			
1st Judicial District			
New York	Child Welfare	4,250	
	Private Custody	430	
	TOTAL	4,680	
12th Judicial District			
Bronx	Child Welfare	7,150	
	Private Custody	860	
	TOTAL	8,010	
Second Judicial Department			
2nd Judicial District			
Kings	Child Welfare	7,650	
	Private Custody	1,045	
	TOTAL	8,695	
9th Judicial District			
Dutchess	Child Welfare	300	
	Private Custody	190	
	TOTAL	490	

Orange	Child Welfare	500	
	Private Custody	175	
	TOTAL	675	
Putnam	Child Welfare	60	
	Private Custody	40	
	TOTAL	100	
Rockland	Child Welfare	200	
	Private Custody	100	
	TOTAL	300	
Westchester	Child Welfare	800	
	Private Custody	435	
	TOTAL	1,235	
10 th Judicial District			
Nassau	Child Welfare	400	
	Private Custody	300	
	TOTAL	700	
Suffolk	Child Welfare	2,000	
	Private Custody	390	
	TOTAL	2,390	
11 th Judicial District			
Queens	Child Welfare	4,000	
	Private Custody	965	
	TOTAL	4,965	
13 th Judicial District			
Richmond	Child Welfare	1,500	
	Private Custody	205	
	TOTAL	1,705	
Third Judicial Department			
3rd Judicial District			
Albany	Child Welfare	400	
	Private Custody	335	
	TOTAL	735	
Columbia	Child Welfare	150	
	Private Custody	45	
	TOTAL	195	
Greene	Child Welfare	125	
	Private Custody	40	
	TOTAL	165	
Rensselaer	Child Welfare	250	
	Private Custody	185	

	TOTAL	435	
Schoharie	Child Welfare	220	
	Private Custody	35	
	TOTAL	255	
Sullivan	Child Welfare	230	
	Private Custody	50	
	TOTAL	280	
Ulster	Child Welfare	400	
	Private Custody	155	
	TOTAL	555	
4th Judicial District			
Clinton	Child Welfare	100	
	Private Custody	125	
	TOTAL	225	
Essex	Child Welfare	125	
	Private Custody	35	
	TOTAL	160	
Franklin	Child Welfare	300	
	Private Custody	35	
	TOTAL	335	
Fulton	Child Welfare	50	
	Private Custody	95	
	TOTAL	145	
Hamilton	Child Welfare	5	
	Private Custody	5	
	TOTAL	10	
Montgomery	Child Welfare	125	
	Private Custody	85	
	TOTAL	210	
St. Lawrence	Child Welfare	420	
	Private Custody	90	
	TOTAL	510	
Saratoga	Child Welfare	200	
	Private Custody	130	
	TOTAL	330	
Schenectady	Child Welfare	450	
	Private Custody	195	
	TOTAL	645	
Warren	Child Welfare	60	
	Private Custody	85	
	TOTAL	145	
Washington	Child Welfare	100	

	Private Custody	95	
	TOTAL	195	
6th Judicial District			
Broome	Child Welfare	400	
	Private Custody	220	
	TOTAL	620	
Chemung	Child Welfare	325	
	Private Custody	80	
	TOTAL	405	
Chenango	Child Welfare	150	
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	TOTAL	190	
Cortland	Child Welfare	100	
	Private Custody	40	
	TOTAL	140	
Delaware	Child Welfare	130	
	Private Custody	25	
	TOTAL	155	
Madison	Child Welfare	100	
	Private Custody	30	
	TOTAL	130	
Otsego	Child Welfare	180	
	Private Custody	30	
	TOTAL	210	
Schuyler	Child Welfare	55	
	Private Custody	10	
	TOTAL	65	
Tioga	Child Welfare	100	
	Private Custody	25	
	TOTAL	125	
Tompkins	Child Welfare	120	
	Private Custody	75	
	TOTAL	195	
Fourth Judicial Department			
5th Judicial District			
Herkimer	Child Welfare	150	
	Private Custody	50	
	TOTAL	200	
Jefferson	Child Welfare	350	
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Oswego	Child Welfare	425	
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Cayuga	Child Welfare	150	
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	TOTAL	1,340	
Ontario	Child Welfare	85	
	Private Custody	90	
	TOTAL	175	
Seneca	Child Welfare	60	
	Private Custody	30	
	TOTAL	90	
Steuben	Child Welfare	200	
	Private Custody	60	
	TOTAL	260	
Wayne	Child Welfare	50	
	Private Custody	55	
	TOTAL	105	
Yates	Child Welfare	60	
	Private Custody	15	
	TOTAL	75	
8th Judicial District			
Allegany	Child Welfare	110	
	Private Custody	45	
	TOTAL	155	
Cattaraugus	Child Welfare	130	
	Private Custody	105	

	TOTAL	235	
Chautauqua	Child Welfare	175	
	Private Custody	85	
	TOTAL	260	
Erie	Child Welfare	2,400	
	Private Custody	790	
	TOTAL	3,190	
Genesee	Child Welfare	100	
	Private Custody	30	
	TOTAL	130	
Niagara	Child Welfare	350	
	Private Custody	150	
	TOTAL	500	
Orleans	Child Welfare	70	
	Private Custody	30	
	TOTAL	100	
Wyoming	Child Welfare	90	
	Private Custody	40	
	TOTAL	130	

*See Section II: Project Information (pp. 8-9) for detailed definitions of each case type.

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

Contents

Proposal Cover Sheet.....p. 1

RFP Contents

- I. Background Information and Instructions
- II. Project Information
- III. Award
- IV. Minimum Qualifications
- V. Project Services
- VI. Insurance Requirements
- VII. Award Selection Criteria and Method of Award
- VIII. Required Documents
- IX. Submission of Proposal
- X. Questions
- XI. General Specifications

Attachments

Attachment I - Standard Request for Bid Clauses & Forms

Attachment III - Vendor Responsibility: Acknowledgment Form and VR Questionnaire

Attachment IV - Procurement Lobbying forms

Exhibits

- Exhibit 1: Document Enclosure Checklist
- Exhibit 2: Insurance Requirements
- Exhibit 3: Proposal Rating Tool
- Exhibit 4: Appendix B: Materials Produced Under the Agreement

I. BACKGROUND INFORMATION

The Family Court Act Section 241 provides that minors who are the subject of Family Court proceedings or appeals in proceedings originating in the Family Court should be represented by counsel of their own choosing or by an assigned counsel, as it is recognized that children “require the assistance of counsel to help protect their interests and to help them express their wishes to the court.”

In the Family Court, the cost of assigned counsel is borne by the New York State Unified Court System (UCS). The UCS meets this obligation through the Attorney for the Child (AFC) program, which consists of two parts: (i) panels of attorneys designated by the respective Departments of the Appellate Division and (ii) institutions that provide Attorney for the Child services (AFC Services) under contract with Office of Court Administration (OCA), the subject of this solicitation. OCA is authorized to enter into contracts with legal service providers to provide and pay for such assigned counsel pursuant to the Family Court Act.

The function of the attorney for the child is set forth in Part 7.2 of the Rules of the Chief Judge (22 NYCRR 7.2):

- (a) As used in this part, "attorney for the child" means a law guardian appointed by the family court pursuant to section 249 of the Family Court Act, or by the supreme court or a surrogate's court in a proceeding over which the family court might have exercised jurisdiction had such action or proceeding been commenced in family court or referred thereto.
- (b) The attorney for the child is subject to the ethical requirements applicable to all lawyers, including but not limited to constraints on: ex parte communication; disclosure of client confidences and attorney work product; conflicts of interest; and becoming a witness in the litigation....
- d) In other types of proceedings, where the child is the subject, the attorney for the child must zealously advocate the child's position.
 - (1) In ascertaining the child's position, the attorney for the child must consult with and advise the child to the extent of and in a manner consistent with the child's capacities, and have a thorough knowledge of the child's circumstances.
 - (2) If the child is capable of knowing, voluntary and considered judgment, the attorney for the child should be directed by the wishes of the child, even if the attorney for the child believes that what the child wants is not in the child's best interests. The attorney should explain fully the options available to the child, and may recommend to the child a course of action that in the attorney's view would best promote the child's interests.
 - (3) When the attorney for the child is convinced either that the child lacks the capacity for knowing, voluntary and considered judgment, or that following the child's wishes is likely to result in a substantial risk of imminent, serious harm to the child, the attorney for the child would be justified in advocating a position that is contrary to the child's wishes. In these circumstances, the attorney for the child must inform the court of the child's

articulated wishes if the child wants the attorney to do so, notwithstanding the attorney's position.

The UCS Office of Court Administration's Division of Professional and Court Services (DPCS) is soliciting proposals via this Request for Proposals (RFP) from legal services provider organizations for the purpose of providing assigned counsel AFC Services where the child is the subject, primarily child welfare ("Child Welfare") and private custody proceedings and in other matters, limited in number, when the Court appoints an attorney for the subject child ("Private Custody"). Matters in which the child is the respondent were procured separately.

II. PROJECT INFORMATION

For the purposes of this procurement, Child Welfare matters shall include cases where the court appoints an AFC in Family Court Act Article 10 matters. AFC Services must be provided from the period court jurisdiction begins (with either an abuse/neglect filing or removal or a voluntary placement into out-of-home care) and continue until at least 90 days after the later of: all petitions related to this child's case have been disposed of (including any supplemental petitions associated with the original petition); the latest appearance before the court; or, all placements related to the child's case have ended (if applicable). In other words, the period of court jurisdiction includes all of the filings, placements (if applicable) and hearings that the child experienced during a continuous period of court involvement.¹ The data used for the estimated caseloads for Child Welfare matters is a point-in-time count of children under the court's jurisdiction.

For the purposes of this procurement, Private Custody matters shall include cases where the court appoints an AFC in a custody or visitation matter not associated with an Article 10 proceeding. AFC Services must be provided from the period court jurisdiction begins through case disposition. The data presented for estimated caseloads for Private Custody matters is premised on the estimated maximum carrying caseload determined by the number of original filings in a given county and the median duration of the case to disposition.

Note: Throughout this RFP, the terms, *proposer*, *vendor* and *applicant* are used interchangeably, as are *RFP*, *bid* and *solicitation*.

III. AWARD

UCS intends to award at least one (1) AFC Services contract for each county and case type listed on the Proposal Cover Sheet, but reserves the right to award up to four (4) contracts per county for each case type.

UCS reserves the right to decline to issue an award in any given county and case type and/or to make awards up to the Caseload Capacity entered by the applicant, or a lesser Caseload Capacity amount,

¹ See Child Welfare Court Data Metrics: Key Indicators, 2011
(http://ww2.nycourts.gov/sites/default/files/document/files/2018-10/courtMetricsReport-2011_0.pdf)

based on its determination, in consultation with the respective Appellate Divisions of the Supreme Court, as necessary, of need, cost, and relative quality of existing services.

Contracts will be awarded for a term effective on or about April 1, 2021 and terminating on March 31, 2026 (Contract Term). Awards shall be made on a county-by-county basis, with the potential of multiple awardees across case type and county.

IV. MINIMUM QUALIFICATIONS

Eligible applicants shall be non-profit legal aid society organizations. Applicants must be organized for the purpose of providing legal services, must have a minimum of three years of relevant experience providing the type of services required under this RFP.

Applicant personnel must possess the requisite experience and qualifications to provide the AFC Services described in Article V below, and/or submit a training and/or hiring plan for the provision of such personnel. Such hiring and/or training plan shall be submitted as provided in Article VIII (b) below.

Applicant organizations must possess the requisite capacity to handle the estimated caseloads for each category and county for which they are submitting an application, as listed in Article VIII (c) below. UCS will consider proposals that include training and hiring plans to meet such estimated caseloads.

V. PROJECT SERVICES

The United States Department of Health and Human Services Administration for Children and Families Children's Bureau (CB) has stressed the importance of high-quality legal representation for all parties in child welfare proceedings—where the child is the subject of the proceeding.² In fact, the CB funded the Quality Improvement Center on the Representation of Children in the Child Welfare System (QIC-ChildRep) and supports its findings and approaches to child representation, which are based on the ABA Standards of Legal Representation for Children, and highlights six core skills for attorneys for children (1) enter the child's world; (2) assess child safety; (3) actively evaluate needs; (4) advance case planning; (5) develop a theory of the case; and (6) advocate effectively³

Awarded applicants shall be required to perform the following AFC Services in Child Welfare and Private Custody Matters:

- provide attorneys proficient in representing children who are the subject of proceedings in the Family Court who are able to deliver high-quality representation in line with the Statewide Law Guardian Advisory Committee Summary of Responsibilities of the Attorney for the Child (<http://ww2.nycourts.gov/sites/default/files/document/files/2017-12/LGSummaryOfResponsibilities.pdf>), the New York State Bar Association Committee on Children and the Law Standards for Attorneys Representing Children, specifically, representing Children in Adoption Proceedings, Child Protective, Foster Care, Destitute Child, and

² See Memorandum ACYF-CB-IM-17-02 (<https://www.acf.hhs.gov/sites/default/files/cb/im1702.pdf>).

³ *Id.* at p. 11.

Termination of Parental Rights Proceedings, and Custody, Visitation and Guardianship Proceedings (<https://nysba.org/app/uploads/2020/02/Standards-for-Attorneys-Representing-Children.pdf>), and the 2011 American Bar Association Model Act Governing the Representation of Children in Abuse, Neglect, and Dependency Proceedings (https://www.americanbar.org/content/dam/aba/administrative/child_law/aba_model_act_2011.pdf)

- provide other services that promote quality representation, which may include social workers, investigators, or other related professional services;
- identify conflicts and implement procedures to appropriately re-assign conflicts;
- assume representation of each client at the earliest practical opportunity in the proceeding, and shall, where appropriate, contact, interview and provide initial services to the client at the earliest possible opportunity, and where feasible, prior to the client's first court appearance;
- be reasonably accessible to each client;
- assure that all necessary case preparation is conducted on behalf of each client, including a review of documents pertaining to the child and any necessary factual investigation, and shall arrange for any necessary expert evaluations;
- assure that the legal remedies available to each client are evaluated, and pursued where appropriate;
- appear at and participate actively in all court proceedings conducted in relation to each client;
- while a dispositional order in relation to a client is in effect, maintain such contact with the client and other appropriate individuals and agencies as necessary to monitor implementation of such order, and shall seek intervention of the court when necessary to assure compliance with such order or otherwise protect the interests of the client; and
- provide, or refer for provision of, such other legal and associated support services for each client as the Court may direct or as Contractor may determine are necessary and appropriate to properly represent each such client.
- while no applicant is required to develop and provide in-house training, applicants must ensure that attorneys and other staff receive substantial and relevant training on topics that may include:
 - providing representation to children and youth;
 - adolescent brain development, effective adolescent interviewing and counseling techniques; and
 - communication with young clients in a trauma-informed, developmentally appropriate and effective manner; and
 - representing special populations (e.g., youth with developmental disabilities, LGBTQIA+ youth, substance abusing youth, etc.).

VI. INSURANCE REQUIREMENTS

Awarded applicant shall be required to maintain during the Contract Term and any renewal or extension term, the insurance specified in Exhibit 2 hereto (Insurance Requirements), at their own cost and expense.

VII. AWARD SELECTION CRITERIA AND METHOD OF AWARD

Up to four (4) awards shall be made for each county and case type to responsible applicants in excess of the minimum score, in order of scoring (a maximum of four awards per county/case type). Applicants may apply for and receive multiple awards across case type and county.

Scores shall be determined by the selection criteria set forth herein. The proportion of the total caseload awarded to each awardee shall be determined by the composite (technical + cost) score and caseload capacity until the full estimated caseload in each county is exhausted.

Responsibility is determined in accordance with the criteria articulated in the paragraph contained in the Article XI, General Requirements headed, "Responsible Applicant."

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

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

Proposals will be scored as follows:

TECHNICAL CRITERIA (80%)	Maximum Points
Organizational Capacity	15
Programmatic Capacity	15
<u>Proposed Service Delivery</u>	<u>50</u>
Maximum Technical Points	80
COST	20
MAXIMUM TOTAL POINTS	100

Organizational Capacity and Program and Staffing Plan criteria are contained in the Rating Tool attached as Exhibit 3 hereto.

Cost submissions will be scored as follows:

The proposal with the lowest cost in each county for each case type will be awarded maximum points (20); each higher cost proposal will be awarded points according to the following formula:

$$\frac{\text{lowest cost proposal}}{\text{higher cost proposal}} \times 20$$

For example: Assuming the lowest cost proposal is \$400 and the next higher cost proposal is \$500, the \$400 cost proposal would be awarded 20 points and the \$500 cost proposal 16 points based on the following computation:

$$400 \div 500 = (.8) \times 20 = 16$$

Note: A minimum Technical Criteria point score of 50 (average of all evaluators) is required for an award to be made.

Notwithstanding anything to the contrary contained in the bid evaluation and award criteria, UCS reserves the right to set aside any award if it is unsuccessful in negotiating a contract with the awarded applicant containing a cost proposal that does not exceed three (3) times the lowest qualified bid for such county and category ("Cost Ceiling"). (A qualified bid is defined as a bid submitted by an applicant whose technical score is in excess of the minimum score.) UCS further reserves the right to then invite the qualified applicant with the next highest evaluation score to enter into negotiations for purposes of executing a qualifying contract within the Cost Ceiling.

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. To facilitate photocopying, do not permanently bind documents.

Applicants must submit every document listed below, as well as the documents listed in the Document 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 5 pages addressing all of the organizational capacity requirements listed below:

1. Briefly describe all of the organization's current principal activities.
2. Please provide the organization's mission statement and describe how the services to be provided herein relate to the mission.
3. Describe the organization's prior experience providing legal services, if any.
4. What are the agency's supervisory policies and procedures?
5. Describe the agency's mechanisms for assuring quality of service for:
 - client intake
 - case assignment
 - case management and supervision
 - training of staff and volunteers
6. Describe the policies and procedures in place to ensure client confidentiality.
7. Describe the organization's use of technology to enhance access and quality of legal services, including participation in virtual court proceedings.

b. Project Description

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

1. Describe the organization's plan to provide attorneys proficient in representation of children who are the subject of proceedings in the Family Court, including prior experience and qualifications of counsel and hiring and training plans and supervisory staffing. Include the number of staff and supervisory positions in each category, and ratios of staff attorneys to supervisory attorneys. If applying for multiple counties and/or case types, describe any distinctions between the staffing plans for each.
2. Discuss procedures for identifying conflicts.
3. Describe services such as social workers, investigators, and other support that would promote quality representation. Include the number of staff positions in each category, and ratios of each to staff attorneys. If applying for multiple counties and/or case types, describe any distinctions between the staffing plans for each.
4. Describe the measures the applicant plans to take to ensure that attorneys and staff receive initial and in-service training as described in Article V, Project Services. Include any information regarding expertise and/or experience the applicant organization has, if any, or access to ongoing programs provided by the Courts or other providers.
5. Discuss the capacity estimate entered on the Application Cover Sheet. How will the applicant organization accommodate the caseload for which it has applied?

c. Cost Proposal

Applicants must submit cost proposals specifying the cost per case bid for each County and Case Type in which funding is sought by completing the Cost Proposal and Caseload Capacity Chart below. Applicants may submit proposals for multiple Counties and Case Types. Leave rows blank for any County and Case Type in which application is not intended or made.

Failure to submit a Cost Per Case (Bid) will result in the disqualification of the application for the County.

All numbers entered below must match the numbers to be entered on Proposal Cover Sheet.

		COST PROPOSAL AND CASELOAD CAPACITY CHART		
County	Case Type	UCS Estimated Caseload	Cost per Case (Bid)*	Applicant Estimated Capacity**
First Department				
1st Judicial District				
New York	Child Welfare	4,250		
	Private Custody	430		
	TOTAL	4,680		
12th Judicial District				

Bronx	Child Welfare	7,150		
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2 nd Judicial District				
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9 th Judicial District				
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Putnam	Child Welfare	60		
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Rockland	Child Welfare	200		
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Franklin	Child Welfare	300		
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	TOTAL	335		
Fulton	Child Welfare	50		
	Private Custody	95		
	TOTAL	145		
Hamilton	Child Welfare	5		
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Saratoga	Child Welfare	200		
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Monroe	Child Welfare	950		
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8th Judicial District				
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	Private Custody	30		
	TOTAL	130		
Niagara	Child Welfare	350		
	Private Custody	150		
	TOTAL	500		
Orleans	Child Welfare	70		
	Private Custody	30		
	TOTAL	100		
Wyoming	Child Welfare	90		
	Private Custody	40		
	TOTAL	130		
* The Cost per Case bid must include <u>all</u> costs and expenses per case for providing the services required pursuant to the bid specifications.				
** Applicant must enter an Applicant Estimated Capacity number up to (but not greater than) the corresponding UCS Estimated Caseload number for each County and Case/Type for which it is entering a bid; provided: (i) the Estimated Caseload number for an individual County and Case/Type must be equal to or greater than 5% of the UCS Estimated Caseload for such County and Case/Type.				

d. Additional Documents

In addition to the documents listed above, applicants must submit all documents listed in the Document 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: Amelia Hershberger

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

“Deliver immediately to Amelia Hershberger”

“Sealed Application - Do not open”

“AFC Subject Child RFP – Due 3/3/21 at 2PM

Proposals will not be accepted electronically or by fax.

b. Submission Deadline

Applications will not be accepted electronically or by fax. Applications must arrive at the address above by no later than **Wednesday, March 3rd, 2021 at 2PM.**

X. QUESTIONS

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

Amelia Hershberger
ahershbe@nycourts.gov

Please indicate in “Subject” field: RFP 085 Attorney for the Child Services, Question(s)

The deadline to submit questions is **Tuesday, February 16th, 2021 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 Bid/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. GENERAL SPECIFICATIONS

Charities Registration (not-for-profit corporations only)

Not-for-profit 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 contracting. 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 information, contact:

https://www.charitiesnys.com/RegistrySearch/search_charities.jsp

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.

Subcontracting

Subcontracting and any other transfer of any duties or obligation to be performed hereunder will be permitted only with the prior written consent of UCS to the proposed subcontractors. In the event a vendor proposes to use one or more subcontractors, the specific subcontractors and the services proposed to be performed by such subcontractors, must be listed in applicant's proposal. If a vendor 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 applicant's proposal and the agreement shall be subject to UCS review and approval.

Vendor will be the prime contractor and will be responsible for all services required by this RFB/RFP. The UCS will communicate only with Vendor and Vendor shall remain wholly liable for the performance by and payment to any such subcontractors, their employees, agents, consultants or representatives.

Online RFB/RFP Package: Disclaimer

Applicants accessing any UCS 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 & 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.

Binding Nature of Bid/Proposal on Applicants

All bids/proposals shall remain binding on applicants until such time as UCS provides written notification of its intent to award the contract to a specific applicant or until the applicant withdraws its

bid/proposal in writing, whichever occurs first.

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.

Compliance with Laws

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, prior to and during the provision of all services under the contract resulting from this RFB/RFP.

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 or corporations 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.

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 applicants 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, who have any proceeding pending against them relating to the responsibility or qualification of the applicants 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 Applicant'.

Rejected and Unacceptable Bids/Proposals

UCS also reserves the right to reject any applicant: (i) whose facilities and/or resources are, in the opinion of UCS, inadequate, 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 UCS, unable to meet specifications.

Responsible Applicant

A applicant shall be defined as “responsible” in accordance with, but not limited to, references, past performance history, financial stability, the criteria set forth in paragraph 2 of the General Specifications (Attachment III-Vendor Responsibility Questionnaire: Instructions), and the criteria set forth in the paragraph headed “Rejected and Unacceptable Bids/Proposals” as well as any other criteria necessary and reasonable to establish the applicant’s responsibility.

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 applicant’s proposal and/or to determine a applicant’s compliance with the requirements of this solicitation. This clarifying information, if required in writing by UCS, must be submitted by the applicant, 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 applicant’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 applicant’s proposal. Nothing in the foregoing shall mean or imply that it is obligatory upon UCS to seek or allow clarifications or corrections as provided for 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.

Unified Court System Self-Insurance

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

Confidentiality

Applicant acknowledges that any and all information, records, files, documents or reports contained in any media format provided to the applicant by the court, or which may be otherwise encountered by applicant shall be considered extremely confidential and shall be handled accordingly at all times. Neither the applicant nor any of its employees, servants, Contractors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement without the express prior written authorization of UCS. Any breach of this

confidentiality by the applicant 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 applicant 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.

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 must provide justification why such material, upon request, should not be disclosed to parties other than UCS. 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.

Financial Stability

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

Termination

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/UCS, pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility and in the contractor's removal from the UCS/UCS's applicants list for future solicitations.

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 applicant, shall be included in the offer except as specified herein.

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.

Work for Hire

If awarded applicant produces any materials for UCS pursuant to this RFB/RFP, such work shall be deemed “work for hire” and shall be governed by the terms of Exhibit 4/Appendix B attached.

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.

- ☐ Proposal Cover Sheet (p.2)
- ☐ Certificate of Incorporation
- ☐ Narrative Description – Organizational Capacity (Article VIII (a))
- ☐ Project Description (Article VIII (b))
- ☐ Cost Proposal (Article VIII (c))
- ☐ Certificates of NYS Worker's Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. (See Exhibit 2 "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 2 "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
- ☒ Attachment II - Not Applicable
- ☐ Attachment III - Vendor Responsibility Questionnaire
 - ☐ questionnaire filed online via OSC 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

INSURANCE REQUIREMENTS

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

1. Workers' compensation and disability benefits insurance coverage as required under NYS 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 NYS 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 NYS 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.web.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 Unified

Court System 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 will 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 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 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. 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 3

**EVALUATION TOOL
TECHNICAL PROPOSAL SUMMARY RATING SHEET**

APPLICANT: _____

Organizational Capacity (15 points possible) A. _____

Programmatic Capacity (15 points possible) B. _____

Proposed Service Delivery (50 points possible) C. _____

Total Points: 80 points **TOTAL** _____

A minimum average score of 50 is required for a contract to be awarded.

EVALUATOR (Print) _____

(Signature) _____

DATE ____/____/____

DETAIL RATING SHEETS

PROPOSAL: _____

REVIEWER: _____

A. ORGANIZATIONAL CAPACITY (15 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 organization's mission is in alignment with the provision of legal services to children and youth. Consider the following sources of information: Organizational Capacity Question #2. *(up to 3 points)*

_____ A2. Evaluate the applicant's mechanisms for client intake, case assignments, case management, training, and client confidentiality. Consider the following sources of information: Organizational Capacity Questions #5 and #6 *(up to 5 points)*

_____ A3. Evaluate the applicant's capacity to use technology to enhance the quality of legal services. Consider the following sources of information: Organizational Capacity Question #7 *(up to 2 points)*

_____ A4. Evaluate the extent to which the applicant's current activities, including any stated prior experience providing legal services to children and youth, demonstrate capacity to provide legal services to the client population to be served under this procurement. Consider the following sources of information: Organizational Capacity Questions #1 and 3. *(up to 3 points)*

_____ A5. Evaluate the extent to which the applicant's supervisory policies and procedures are appropriate and likely to result in quality provision of legal services to children and youth. Consider the following sources of information: Organizational Capacity Question #4. *(up to 2 points)*

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

B. PROGRAMMATIC CAPACITY (15 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's plan for identifying conflicts is sufficient. Consider the following sources of information: Program Description Question #2. *(up to 5 points)*

_____ B2. Evaluate the applicant's stated ability to meet the capacity for which it has proposed providing representation. Consider the following sources of information: Program Description Question #1 and 5, Application Cover Sheet. *(up to 5 points)*

_____ B3. Evaluate the applicant's proposed plan to provide ancillary support services other than attorneys to promote quality representation. Consider the following sources of information: Program Description Question #3. *(up to 5 points)*

SUBTOTAL FOR PART "B" (B1 + B2 + B3) _____

C. PROPOSED SERVICE DELIVERY (50 POINTS POSSIBLE)

_____ C1. Evaluate the applicant's plan to provide attorneys proficient in representation of children. Does the staffing plan adequately provide for an appropriate ratio of supervisory to staff attorneys? Are the stated qualifications of counsel and hiring and training plans likely to result in high-quality representation? If applying in multiple counties or case types, are distinctions between plans adequately explained? Consider the following sources of information: Program Description Question #1 (*up to 30 points*)

_____ C2. Evaluate the applicant's plan to provide other support staff. Does the staffing plan adequately provide for an appropriate ratio of support services to staff attorneys? Are the stated qualifications and hiring and training plans likely to promote high-quality representation? If applying in multiple counties or case types, are distinctions between plans adequately explained? Consider the following sources of information: Program Description Question #3 (*up to 10 points*)

_____ C3. Evaluate the applicant's proposed measures to ensure that attorneys and staff receive initial and in-service training as described in Article V, Project Services. Consider the following sources of information: Program Description Question #4 (*up to 10 points*)

SUBTOTAL FOR PART "C" (C1 + C2 + C3) _____

EXHIBIT 4
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 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 of thereof, Contractor shall deliver all such Work to UCS.
2. Contractor represents and warrants that the Work shall be created solely by Contractor, be original, and does not infringe upon any 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 proprietary rights to any materials produced 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 licenses to UCS or its authorized designee, in perpetuity, at no additional cost or expense, the non-exclusive, irrevocable worldwide rights 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.