

RFP # P&CS - 137
Issued Wednesday, September 6, 2023

Orange County Family Court Children's Center
Due Thursday, October 12, 2023, at 3:00 PM



NEW YORK STATE UNIFIED COURT SYSTEM

Request for Proposals # 137 OCA / Professional and Court Services

Family Court Children's Center
Orange County, New York

Contents

<u>Reading this Request for Proposals</u>	1
--	---

RFP Articles

I. Background Information and Key Bid Dates.....	2
II. Project Information	3
III. Award.....	3
IV. Minimum Qualifications	4
V. Project Services	4
VI. Insurance Requirements	5
VII. Award Selection Criteria and Method of Award	5
VIII. Required Documents	6
IX. Submission of Proposal.....	10
X. Questions.....	11
XI. Pre-Bid Conference.....	11
XII. General Specifications	12

Attachments*

Attachment I - Standard Request for Bid Clauses & Forms
Attachment III - Vendor Responsibility: Acknowledgment Form and VR Questionnaire
Attachment IV - Procurement Lobbying forms

* Attachments are available for download from the Unified Court System's Current Solicitation webpage:
<http://ww2.nycourts.gov/admin/bids/currentsolicitations.shtml>

Exhibits

Exhibit 1: Document Enclosure Checklist.....	19
Exhibit 2: Proposal Cover Sheet.....	21
Exhibit 3: Insurance Requirements.....	22
Exhibit 4: Proposal Rating Tool	25
Exhibit 5: Appendix B: Materials Produced Under the Agreement	37
Exhibit 6: Children's Center Staffing Plan	39
Exhibit 7: Children's Center Advisory Committee Membership Roster.....	40
Exhibit 8: Operational Standards for Children's Centers	42

Reading this Request for Proposals

This Request for Proposals (RFP) comprises the *Articles*, *Attachments*, and *Exhibits* described below.

There are twelve (12) **Articles** in this main document:

- 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. Pre-Bid Conference
- XII. General Specifications

In addition, there are three (3) standard **Attachments**: Attachments I, III, and IV. Note that Attachment II is deliberately not included in this RFP. The three Attachments that are included in this RFP are available for download from the table on the Unified Court System's Current Solicitation webpage (<http://ww2.nycourts.gov/admin/bids/currentsolicitations.shtml>). The attachments are available in the row corresponding to this RFP and in the "Addenda" column. If this RFP requires vendors to submit a "required budget form," that form is available for download in the same row and column as the Attachments.

Lastly, there are **Exhibits** that are published in this main document following Article XII. Vendors are strongly encouraged to follow the checklist in Exhibit 1 when assembling their proposal.

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



For information about *why the Unified Court System has issued this RFP*, please consult Articles I, II, and V.

If you want to know *whether you or your organization qualifies to submit a proposal*, please consult Articles IV and VI as well as Attachment III and Exhibit 3.

For information about *how and when to submit any questions*, please consult Article X. If you want to know *whether a pre-bid conference will be held*, please consult Article XI.

For guidance about *how to submit your proposal*, including *formatting requirements*, please review Articles VIII and IX as well as Exhibits 1 and 2.

For details about *how your proposal will be evaluated*, please read Articles IV, VII, VIII, and XII as well as the Proposal Rating Tool in Exhibit 4.

Finally, the *number of available awards and the duration of the resultant contract* can be found in Article III. This RFP includes the standard "Appendix B" that will be incorporated into any resultant contract (see Exhibit 5).

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>.

The UCS Office of Court Administration's (OCA) Division of Professional and Court Services (DPCS) is soliciting proposals via this Request for Proposals (RFP) for the purpose of establishing a contract to operate the existing, furnished Children's Center in the Orange County Family Court. This Children's Center has a maximum service capacity of eight children at a time.

Children's Centers provide a separate, safe, and supervised environment for children who must be in court in connection with matters involving them or their parents, guardians, or other individuals responsible for the care of a child ("caregivers"). They also provide an opportunity to link some of the state's neediest children and families to vital services and programs they are entitled to but not receiving, including, but not limited to, the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), the Supplemental Nutrition Assistance Program (SNAP), Head Start, local child care resource and referral agencies, local child care programs, the Early Intervention Program (EIP), and Supplemental Security Insurance (SSI).

The Statewide Children's Center Program (SCCP) was developed to address the needs of children spending time waiting in courthouses. The Children's Centers not only promote more efficient court operations, but also achieve two important objectives for children and their families. First, the centers assure caregivers that they can fully participate in court proceedings. Second, the centers ensure that the time children spend in court is safe and productive.

Key Bid Dates (Note: OCA reserves the right to modify any Key Bid Date as it may deem appropriate.)

EVENT	DATE
RFP Issue Date	September 6, 2023
Deadline to Submit Written Questions	September 13, 2023 at 5:00 PM EDT
Deadline to Register for Pre-Bid Conference	September 19, 2023 at 2:00 PM EDT
Pre-Bid Conference	September 21, 2023 at 10:30 AM EDT
Deadline to Submit Proposal	October 12, 2023 at 3:00 PM EDT
Estimated Contract Start Date	December 1, 2023

II. PROJECT INFORMATION

DPCS is issuing this RFP to identify a responsible and qualified organization to operate a Children's Center in the Orange County Family Court. The funding for the proposed contract term set forth in Article III (Award) below is estimated at \$332,350. It is anticipated that awarded funding will support an initial four-month start-up period for the Awarded Contractor, as defined in Article III (Award) below, to hire and train assigned staff, purchase needed equipment and supplies, establish relationships with court personnel and local agencies, and develop approved policies and procedures. The anticipated funding for the start-up period is estimated at \$75,866.

UCS anticipates that the Orange County Children's Center will begin delivering services to children and families on or about mid-February 2024 ("Service Commencement Date"), and that the Children's Center will serve approximately 1,500 children per calendar year after operations commence. Children and their caregivers are expected to receive childcare and referral assistance as described more fully in Article V (Project Services) below.

III. AWARD

A single contract ("Contract") will be awarded to the successful bidder ("Awarded Contractor") for an Initial Term of twenty-eight (28) months ("Initial Term"). The Contract is expected to commence on or about December 1, 2023 and to terminate on or about March 31, 2026 ("Contract Term"). OCA reserves the right to renew such Contract for two (2) additional one (1) year periods (each, a "Renewal Term") upon the same terms and conditions excluding pricing.

OCA further reserves the right to extend the Contract for a period not to exceed six (6) months ("Extension Term"), upon written notification to Awarded Contractor prior to the expiration date of the Initial Term or a Renewal Term, on the same terms and conditions including pricing, as the preceding Term; provided, the maximum term of the awarded contract will be five (5) years. The Contract, renewals and extension thereof are subject to the approval of the NYS Attorney General and the New York State Office of the State Comptroller ("OSC").

As indicated in the table below, UCS has designated amounts of funding available for each period ("Budget Period") within the Contract Term:

Budget Period	Dates	Anticipated Funding for Start-up Costs	Anticipated Funding for Operating Costs	Total Anticipated Available Funding
1	December 1, 2023 – March 31, 2024	\$35,000	\$40,886	\$75,886
2	April 1, 2024 – March 31, 2025	\$0	\$126,337	\$126,337
3	April 1, 2025 – March 31, 2026	\$0	\$130,127	\$130,127
	<i>Total by Category</i>	<i>\$35,000</i>	<i>\$297,350</i>	<i>\$332,350</i>

As indicated in the table above, anticipated funding for budget periods after Budget Period # 1 assumes an annual increase in funding of three percent (3%) over the annualized funding for operating costs in the immediately preceding budget period.

Funding under any contract resulting from this RFP is contingent upon the availability of current and subsequently enacted New York State appropriations.

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. See Section D (Line-Item Budget) in Article VIII, below, for additional information about budgetary requirements.

IV. MINIMUM QUALIFICATIONS

UCS will consider proposals submitted by public organizations, for-profit corporations, and nonprofit organizations. The proposer must have at least three (3) years' experience delivering childcare services or human services (i.e., programming or facilities that improve the quality of life for one or more service populations, such as people who are poor, sick, young, or elderly).

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 provide the Project Services listed below.

The awarded contractor must operate the Children's Center in compliance with the requirements set forth in Exhibit 8 (Operational Standards for Children's Centers), including, but not limited to:

- Provide a separate, safe, supervised, and enclosed environment for children who must be in court in connection with matters involving them or their caregivers.
- Serve children from six (6) weeks old through twelve (12) years of age.
- Operate the center when court is open for general daytime court hours, and staff the center with at least two adequately trained and supervised persons who are paid employees or volunteers.
- Ensure that the Children's Center is maintained in good repair and kept clean.
- Ensure that the Children's Center and its toys, furnishings, and equipment are safe, clean, and age-appropriate for children.
- Designate an area of the Children's Center, when necessary, for infants and toddlers so that they may be separated from older children for safe floor play. Also, establish an area designed to be welcoming to older children through the use of decorating, furniture, and the activities offered.
- Complete the SCCP intake form for each visit a caregiver makes to the Center according to SCCP instructions ensuring that only one caregiver—or a person designated by the caregiver or a court order as an alternative to pick up the child(ren)—is allowed in the Center during intake and sign out procedures.

- Complete "Incident/Accident Reports" on forms to be provided by the SCCP for any injury or illness that occurs in the Children's Center which requires first aid or medical attention or for an incident that requires the involvement or notification of court officers, security personnel, a provider agency, court staff, or Child Protective Services.
- Maintain the confidentiality of all information relating to an individual child or caregiver and refrain from disclosing that information without the written permission of the child's caregiver except as set forth in Exhibit 8.
- Implement the Children's Center consistent with current standards for developmentally appropriate practice as established by the National Association for the Education of Young Children.
- Ensure that Children's Center staff prepare developmentally appropriate activities and ensure a sufficient quantity and variety of furniture, toys, books, and materials. Toys, books, and materials must be selected to promote positive images of different ethnic, racial, cultural, gender, and ability groups and families.
- Establish a community outreach program; an advisory committee; disciplinary guidelines; a staffing plan; a policy for substitute staffing; procedures for cleaning, sanitizing, and disinfecting toys and other items; and procedures for questions or concerns regarding Center operations.
- Ensure that snacks are prepared and stored in a safe and clean manner and that they are made available to all children utilizing the Center.
- Connect children and families to available local, state, and federal service programs and entitlements.
- Submit attendance, service connections, and other reports as required by SCCP and transmit such data to SCCP.

VI. INSURANCE REQUIREMENTS

Awarded applicant shall be required to maintain the insurance specified in Exhibit 3 hereto (Insurance Requirements) at its own cost and expense during the Contract Term and any renewal or extension term.

VII. AWARD SELECTION CRITERIA AND METHOD OF AWARD

The Awarded Contractor must:

- (1) Meet the minimum qualifications outlined in Article IV above;
- (2) Be a Responsible Bidder as determined in accordance with the criteria set forth below the heading "Responsible Bidder" in Article XII (General Specifications);
- (3) Receive a Technical Criteria score in excess of the minimum Technical Criteria score (see Note below) as determined by the selection criteria and scoring methodology set forth herein; and
- (4) Receive the highest Composite Score (Technical Criteria score + Cost Points score) as determined herein among all Responsible Bidders that:
 - (i) Meet the minimum qualifications outlined in Article IV above; and

- (ii) Attain a Technical Criteria score in excess of the minimum Technical Criteria score.

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

Proposals will be scored as follows:

Technical Criteria (75%)	Maximum Points
Organizational Capacity	25
Proposed Program Services	25
Proposed Staffing	25
Maximum Technical Criteria Points	75
Reasonableness of Cost (25%)	25
Maximum Cost Points	25
MAXIMUM TOTAL POINTS	100

In the event of a tie Composite Score, the applicant with the higher Cost Point Score will prevail. When price and other factors are found to be substantially equivalent, UCS will select the winning bidder in its sole discretion.

Criteria for organizational capacity, proposed program services, and proposed staffing (collectively "Technical Criteria") and reasonableness of cost are set forth in the Proposal Rating Tool attached as Exhibit 4 hereto.

Note: A minimum Technical Criteria score of 45 (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.

Responses to the narrative description requirements set forth below should include the corresponding requirement number(s). For example, "Response to Item A.1.: ..."

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 the applicant's mission and how administration of the Children's Center aligns with that mission.
2. Describe the applicant's experience operating childcare programs and/or its capability to do so. Describe the applicant's understanding of the needs of children and families in crisis. Include experience that speaks to the applicant's ability to conduct the ongoing operation of the court-based Children's Center program in the required county.
3. Describe the applicant's knowledge of—or its capacity to gain knowledge of—local, state, and federal service programs and entitlements that would benefit the specific population using the Children's Center.
4. Provide an organizational chart, a certificate of incorporation, the applicant's charity registration number, and a roster of the applicant's board of directors. (Note: the organizational chart, certificate of incorporation, and roster of board members will not be counted against the page limit for the narrative description of the applicant's organizational capacity).
5. Provide a detailed start-up plan, including benchmarks, ensuring operations will commence on or about February 13, 2024.
6. Describe the applicant's commitment to maintaining diversity among staff and volunteers. Explain the steps taken to ensure that staff and volunteers receive relevant training on topics that may include, but are not limited to: (i) communication with young clients in a trauma-informed, developmentally appropriate and effective manner; or (ii) working with distinct populations (e.g., youth with developmental disabilities; families identifying as lesbian, gay, bisexual, transsexual, queer, questioning, intersex, or asexual (LGBTQIA); individuals with limited proficiency communicating in English; etc.).

B. Narrative Description – Proposed Program Services

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

1. Confirm that the applicant has reviewed Exhibit 8 (Operational Standards for Children's Centers) and that it will operate the Children's Center consistent with those standards. Identify any such standard(s) for which the applicant will request a waiver pursuant to Section T (Waivers) in Exhibit 8.

2. Describe the specific childcare services, programs, and activities to be implemented in the Children's Center. Explain how these may resemble or differ from services delivered in other childcare settings.
3. Provide an outreach plan that will maximize the usage of the Children's Centers. Specifically, discuss strategies to:
 - a. Foster community awareness of the program (e.g., events held at the Children's Center, community events, articles featuring the Children's Center); and
 - b. Foster court stakeholders' awareness of the program.
4. Use the template in Exhibit 7 (Advisory Committee Membership), provide a list of potential Advisory Committee members for the Children's Center consistent with the membership guidelines set forth in Section G of Exhibit 8 (Operational Standards for Children's Centers). (Note: the list of proposed Advisory Committee members will not be counted against the page limit for the narrative description of the applicant's program services).
5. Explain how the applicant will use the Advisory Committee to monitor the effectiveness of the Children's Center program. For example, such activities may include developing and reviewing stakeholder surveys, convening focus groups, attending periodic meetings with court staff to assess program effectiveness, etc.
6. Describe how the applicant's knowledge of local, state, and federal service programs and entitlements enhance its ability to connect children and families using the Children's Center to available services. Describe how children and families will be referred to or enrolled in such services.
7. Identify up to three (3) services or entitlements that the applicant deems a priority for families in the county where the Children's Center is located. Explain how the applicant identified these priorities.
8. Explain how the applicant will expand staff awareness and knowledge of available community services and programs, including the services or entitlements referenced in the previous question.

C. Narrative Description – Proposed Staffing

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

1. Using the template in Exhibit 6 (Children's Center Staffing Plan), provide a proposed full-time staffing plan for the Children's Center. Include provisions for paid employees and volunteers. **The final plan for hours of operation should be developed in consultation with the court in each Children's Center location.**

2. Submit resumes for all staff who will provide Project Services. For those positions currently vacant, submit detailed job descriptions. (Note: resumes and job descriptions will not be counted against the page limit for the narrative description of the applicant's proposed staffing).
3. Explain how the applicant will ensure that at least two staff are present at all times to operate the Children's Center. Specifically, address how the applicant will ensure lunchtime coverage, vacation or sick leave coverage, and potential overtime coverage.
4. Provide an organizational chart showing all supervisory staff. Describe the proposed supervisory structure for the Children's Center.

D. Line-Item Budget Proposal

Applicants must submit **two** line-item budget proposals using the Required Budget Form available at <http://nycourts.gov/admin/bids/currentsolicitations.shtml>.

The first line-item budget shall identify the costs for one-time start-up costs ("Start-up Budget") to be incurred during Budget Period # 1 as indicated in the table set forth in Article III on page 3, and the maximum amount of available funding shall not exceed \$35,000. Funding for start-up costs is nonrecurring and will reimburse the Awarded Contractor for purchasing food (such as formula for infants and snacks for older children), furniture, furnishings, equipment, supplies (such as diapers), toys, and other necessities to ensure that the Children's Center is equipped to serve children and caregivers on the Service Commencement Date and immediately thereafter.

The second line-item budget shall set forth the Applicant's annual operating costs ("Annual Operating Budget") for the Children's Center, and the maximum amount of available funding for that twelve (12)-month budget shall not exceed \$122,658. Please note that while this second line-item budget is based on a \$122,658 maximum amount of funding, the actual amount of funding available for operating costs during Budget Period # 1 is \$40,886 as indicated in the table set forth in Article III on page 3.*

Proposals listing total budgeted costs in excess of the maximum amounts of available funding as indicated above may be subject to disqualification.

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

- Major capital expenditures
- Interest costs

* The \$40,886 amount of funding available for operating costs during Budget Period # 1 is calculated as follows: Assuming an annual maximum funding amount of \$122,658, the monthly maximum funding amount is 1/12 of that amount, or \$10,221.50. Consequently, the amount of funding available during the four-month Budget Period # 1 is: 4 months @ \$10,221.50/month = \$40,886.

- Fundraising costs
- Advertising costs, except for recruitment of Project Services personnel.
- Entertainment costs

E. Budget Narrative

For each budget proposal, applicant must submit a narrative of not more than three (3) pages that briefly describes the expenses included in each budget category of the budget proposal and how they relate to the Project Services. The Personal Services description must include a brief description of responsibilities. The Non-Personal Service (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.

In addition, the Budget Narrative must address the requirements listed below:

1. Discuss how the budgeted salaries for staff in the Annual Operating Budget will enable the Applicant to recruit and retain well-qualified staff.
2. Discuss how the budgeted costs for supplies, including but not limited to formula, diapers, snacks, etc., will enable the Applicant to serve the expected number of children set forth in Article II above.
3. Discuss how the Applicant's proposed allocation of funds will establish and enhance the Applicant's capacity to connect children and their families with available federal, state, and local services and result in such connections.
4. Explain how the Applicant's proposed allocations of funds will support the activities of the Advisory Committee and result in enhanced local support for—and utilization of—the Children's Center.

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”
“ORANGE COUNTY FAMILY COURT CHILDREN’S CENTER
RFP # 137 – Due October 12, 2023, 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 12, 2023, at 2PM Eastern Daylight Time (EDT).**

X. QUESTIONS

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

Kathleen M. Roberts
kmroberts@nycourts.gov

Please indicate in “Subject” field: Orange County Family Court Children’s Center RFP # 137 Question(s)

The deadline to submit questions is **Wednesday, September 13, 2023, at 5:00 PM EDT**. 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. PRE-BID CONFERENCE

A pre-bid conference will be held at 10:30 AM EDT on Thursday, September 21, 2023 at the Orange County Family Court located at 285 Main Street, County Government Center, Goshen, NY.

While this conference is not mandatory, applicants are strongly encouraged to attend to benefit most directly and immediately from any issues or clarifications presented. Applicants are also encouraged to arrive with adequate time to proceed through court security before the pre-bid conference. Applicants must notify Kathleen M. Roberts at kmroberts@nycourts.gov by September 19, 2023 at 2:00 PM EDT of their intention to attend the pre-bid conference.

XII. GENERAL SPECIFICATIONS

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 RFB/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 court personnel.

Intellectual Property

If Awarded Contractor is required to produce specially commissioned materials pursuant to this Agreement (the "Work"), whether in written form, 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 this 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 incompleteness 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.

Online RFB/RFP Package: Disclaimer

Bidders accessing any UCS/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

Awarded Contractor shall send true and accurate invoices on a monthly basis by email or by conventional mail to such person as UCS/OCA shall designate in the contract resulting from this RFP or by such other method to another person at another address as UCS/OCA shall designate.

Payment shall be made monthly in arrears and shall be made within thirty (30) days of submission by Awarded Contractor and approval by UCS of invoices satisfactory to UCS and OSC.

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.

Price Adjustments

Awarded contract pricing shall be subject to increase as of the commencement date of each Renewal Term by the percentage equal to the lesser of: (i) the increase, if any, in the Consumer Price Index for All Urban Consumers ("CPI") as determined by the U.S. Bureau of Labor Statistics as of the third month prior to the commencement date of each such Renewal Term, over the CPI as of the third month prior to the commencement date of the immediately prior term of the Agreement, or (ii) five percent (5%). Pricing shall thereafter remain unchanged for the balance of each such term and shall further remain unchanged during an Extension Term.

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 Line-Item 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 Line-Item Budget Form. Bidder must quote pricing on a cost per employee basis and compute all price extensions prompted by Line-Item 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 Line-Item Budget Form will be prorated accordingly.

Pricing will remain unchanged during the Initial Term.

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, the criteria set forth in paragraph 2 of the General Specifications (Attachment III-Vendor Responsibility Questionnaire), 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 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.

The Awarded Contractor will be the prime contractor and will be responsible for all services required by this RFB/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.

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 RFB/RFP, such work shall be deemed "work for hire" and shall be governed by the terms of Exhibit 5 (Appendix B: 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. All documents requiring an original signature must bear the BLUE INK signature of the same authorized individual.

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)
- _____ Completed Document Enclosure Checklist (Exhibit 1)
- _____ Narrative Description – Organizational Capacity (Article VIII (a))
- _____ Project staff resumes (Article VIII (b))
- _____ Project Description (Article VIII (c))
- _____ Line-Item Budget Proposal (Article VIII (d))
- _____ Budget Narrative (Article VIII (e))
- _____ Insurance-Related Documents (See Exhibit 3 “Insurance Requirements” for a list of accepted forms.)
 - ☐ Certificates of NYS Worker's Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption
 - ☐ Copies of applicant's Commercial General Liability Insurance certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications
 - ☐ Copies of applicant's Commercial or other Property Insurance (hazard and casualty) coverage
 - ☐ Copies of applicant's Professional Liability Insurance coverage
- _____ Attachment I - Standard Request for Bid Clauses & Forms
 - ☐ p.3 - Non-Collusive Bidding Certificate
 - ☐ p.4 - Corporate Acknowledgment
- N/A Attachment II – Not Applicable

Continued on next page

DOCUMENT ENCLOSURE CHECKLIST (continued)

_____ 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)

Verification:

Authorized representative of Bidder must complete and sign below to verify submission of all documents required per the Document Enclosure Checklist:	
COMPANY NAME:	
AUTHORIZED OFFICER'S NAME AND TITLE:	
SIGNATURE:	DATE:

EXHIBIT 2

PROPOSAL COVER SHEET

**Orange County Family Court Children's Center, Orange County, \$332,350 available funding
during initial budget term**

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

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 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.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 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 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. 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 prior to finalization of the contract. 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 4

**PROPOSAL RATING TOOL
PROPOSAL SUMMARY RATING SHEET**

APPLICANT: _____

TECHNICAL CRITERIA

Organizational Capacity (25 points possible) A. _____

Proposed Service Delivery (25 points possible) B. _____

Proposed Staffing (25 points possible) C. _____

REASONABLENESS OF COST CRITERIA

Budget Narrative (25 points possible) D. _____

Total Points: (100 points possible) **TOTAL** _____

A minimum average score of 45 for TECHNICAL CRITERIA is required for a contract to be awarded.

EVALUATOR (Print) _____

(Signature) _____

DATE ____/____/____

DETAIL RATING SHEETS

PROPOSAL: _____

REVIEWER: _____

A. ORGANIZATIONAL 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. Assess how well administration of the proposed Children's Center aligns with Proposer's mission (*up to 5 points*):

[Reviewer: Consider the following source of information: Organizational Capacity Question # 1]

5 points: Administering the Children's Center aligns *fully* with Proposer's mission.

3 points: Administering the Children's Center aligns *significantly* with Proposer's mission.

1 point: Administering the Children's Center aligns *marginally* with Proposer's mission.

0 points: The proposal fails to establish any alignment between administering the Children's Center and the Proposer's mission.

_____ A2. Rate the extent to which the proposal demonstrates the Proposer's: (i) experience operating childcare programs or its capacity to do so; and (ii) understanding of the needs of children and families in crisis (*up to 4 points*):

[Reviewer: Consider the following sources of information: Organizational Capacity Question # 2]

5 points: The Proposer has at least five (5) years' experience operating childcare programs, and the proposal establishes that the Proposer has a *comprehensive* understanding of the needs of children and families in crisis.

4 points: The Proposer has at least three (3) years' experience operating childcare programs, and the proposal establishes that the Proposer has an *adequate* understanding of the needs of children and families in crisis.

3 points: The Proposer has fewer than three (3) years' experience operating childcare programs, but the proposal demonstrates that the Proposer has the capacity to do so competently; and the proposal establishes that the Proposer has a *comprehensive* understanding of the needs of children and families in crisis.

2 points: The Proposer has fewer than three (3) years' experience operating childcare programs, but the proposal demonstrates that the Proposer has the capacity to do so competently; and the proposal establishes that the Proposer has an *adequate* understanding of the needs of children and families in crisis.

0 points: The proposal fails to establish that the Proposer has either: (i) Experience operating childcare programs or the capacity to do so; or (ii) At least an adequate understanding of the needs of children and families in crisis.

_____ A3. Assess the Proposer's knowledge of—or its capacity to gain knowledge of—local, state, and federal service programs and entitlements that would benefit the specific population using the Children's Center (*up to 5 points*):

[Reviewer: Consider the following source of information: Organizational Capacity Question # 3]

- 5 points: The Proposer has *comprehensive* knowledge of local, state, and federal service programs and entitlements that would benefit the population to be served.
- 4 points: The Proposer has *substantial* knowledge of local, state, and federal service programs and entitlements that would benefit the population to be served.
- 3 points: The Proposer has *sufficient* knowledge of local, state, and federal service programs and entitlements that would benefit the population to be served.
- 2 points: The Proposer has *minimal* knowledge of local, state, and federal service programs and entitlements that would benefit the population to be served.
- 1 point: The Proposer lacks actual knowledge of local, state, and federal service programs and entitlements that would benefit the population to be served, but it has an adequate plan for acquiring such knowledge.
- 0 points: The Proposer lacks actual knowledge of local, state, and federal service programs and fails to offer an adequate plan to acquire such knowledge.

_____ A4. Assess the comprehensiveness of the Proposer's start-up plan and how likely it is to result in operations commencing by mid-February 2024 (*up to 5 points*):

[Reviewer: Consider the following source of information: Organizational Capacity Question # 5]

- 5 points: The start-up plan is *comprehensive* and *highly likely* to result in operations commencing by mid-February 2024.
- 4 points: The start-up plan is *thorough but not comprehensive* and is *very likely but not highly likely* to result in operations commencing by mid-February 2024.
- 3 points: The start-up plan is *detailed but not thorough* and is *likely but not very likely* to result in operations commencing by mid-February 2024.
- 2 points: The start-up plan is *adequate* and is *somewhat likely* to result in operations commencing by mid-February 2024.
- 1 point: The start-up plan is *inadequate* or is *unlikely* to result in operations commencing by mid-February 2024.
- 0 points: The Proposal lacks a start-up plan.

_____ A5. Assess Proposer's plans to (i) maintain diversity among staff and volunteers and (ii) to ensure that staff and volunteers receive adequate training on relevant topics, including communicating with younger clients in a trauma-informed, developmentally appropriate and effective manner as well as working with diverse populations (*up to 5 points*):

[Reviewer: Consider the following source of information: Organizational Capacity Question # 6]

- 5 points: The proposal contains a *comprehensive* plan for (i) maintaining diversity among staff and volunteers and (ii) training staff and volunteers to work with the populations likely to use the Children's Center.
- 4 points: The proposal contains a *detailed but not comprehensive* plan for (i) maintaining diversity among staff and volunteers and (ii) training staff and volunteers to work with the populations likely to use the Children's Center.
- 3 points: The proposal contains an *adequate* plan for (i) maintaining diversity among staff and volunteers and (ii) training staff and volunteers to work with the populations likely to use the Children's Center.
- 2 points: The proposal contains a *substandard* plan for (i) maintaining diversity among staff and volunteers and (ii) training staff and volunteers to work with the populations likely to use the Children's Center.
- 1 point: The proposal contains an *adequate* plan for either (i) maintaining diversity among staff and volunteers or (ii) training staff and volunteers to work with the populations likely to use the Children's Center, but the plan does not explain how the Proposer will accomplish both goals.
- 0 points: The proposal lacks a plan for both (i) maintaining diversity among staff and volunteers and (ii) training staff and volunteers to work with the populations likely to use the Children's Center.

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

B. PROPOSED SERVICE DELIVERY (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.

_____ B1. Confirm that the Proposer has reviewed Exhibit 8 (Operational Standards for Children's Centers) and that the Proposer either commits to operate the Children's Center consistent with all of those standards or requests a waiver for one or more of those standards. Assess the specific childcare services, programs, and activities the Proposer plans to provide (*up to 5 points*):

[Reviewer: Consider the following source of information: Proposed Program Services Questions # 1 and # 2]

- 5 points: The proposal indicates that: (i) the Proposer reviewed Exhibit 8; (ii) the proposer either commits to operate the Children's Center consistent with every standard or requests a waiver for one or more of those standards; and (iii) the Proposer will offer *excellent* services, programs, and activities.
- 4 points: The proposal indicates that: (i) the Proposer reviewed Exhibit 8; (ii) the proposer either commits to operate the Children's Center consistent with every standard or requests a waiver for one or more of those standards; and (iii) the Proposer will offer *high-quality but not excellent* services, programs, and activities.
- 3 points: The proposal indicates that: (i) the Proposer reviewed Exhibit 8; (ii) the proposer either commits to operate the Children's Center consistent with every standard or requests a waiver for one or more of those standards; and (iii) the Proposer will offer *adequate but not high-quality* services, programs, and activities.
- 2 points: The proposal indicates that the Proposer will offer *excellent* or *high-quality* services, programs, and activities, but the proposal does not indicate that: the Proposer reviewed Exhibit 8 and/or (ii) the proposer either commits to operate the Children's Center consistent with every standard or requests a waiver for one or more of those standards.
- 1 point: The proposal indicates that (i) the Proposer reviewed Exhibit 8 and (ii) the proposer either commits to operate the Children's Center consistent with every standard or requests a waiver for one or more of those standards; however, the Proposal lacks a description of how the Proposer will deliver *at least adequate* services, programs, and activities.
- 0 points: The proposal fails to indicate that the Proposer reviewed Exhibit 8 and that the proposer either commits to operate the Children's Center consistent with every standard or requests a waiver for one or more of those standards. Additionally, the proposal fails to indicate that the Proposer will offer *at least adequate* services, programs, and activities.

_____ B2. Assess the Proposer's plan to maximize usage of the Children's Center, including how the Proposer will foster community and court stakeholders' awareness of the Children's Center (*up to 5 points*):

[Reviewer: Consider the following source of information: Proposed Program Services Question # 3]

- 5 points: The proposal has a *comprehensive* plan to maximize usage of the Children's Center and foster awareness among community and court stakeholders.
- 4 points: The proposal has a *thorough but less than comprehensive* plan to maximize usage of the Children's Center and foster awareness among community and court stakeholders.
- 3 points: The proposal has a *detailed but less than thorough* plan to maximize usage of the Children's Center and foster awareness among community and court stakeholders.
- 2 points: The proposal has an *adequate* plan to maximize usage of the Children's Center and foster awareness among community and court stakeholders.
- 1 point: The proposal has a *substandard* plan to maximize usage of the Children's Center and foster awareness among community and court stakeholders.
- 0 points: The proposal lacks a plan to maximize usage of the Children's Center and foster awareness among community and court stakeholders.

_____ B3. Review the list of potential Advisory Committee members and assess how well the Proposer will use the Advisory Committee to monitor the effectiveness of the Children's Center (*up to 5 points*):

[Reviewer: Consider the following source of information: Proposed Program Services Questions # 4 and # 5]

- 5 points: The proposed Advisory Committee comports with the guidelines set forth in Section G of Exhibit 8 (Operational Standards for Children's Centers), and the proposal includes a *comprehensive* plan to use the Advisory Committee to monitor the effectiveness of the Children's Center.
- 4 points: The proposed Advisory Committee comports with the guidelines set forth in Section G of Exhibit 8 (Operational Standards for Children's Centers), and the proposal includes a *detailed* plan to use the Advisory Committee to monitor the effectiveness of the Children's Center.
- 3 points: The proposed Advisory Committee comports with the guidelines set forth in Section G of Exhibit 8 (Operational Standards for Children's Centers), and the proposal includes an *adequate* plan to use the Advisory Committee to monitor the effectiveness of the Children's Center.
- 2 points: The proposed Advisory Committee comports with the guidelines set forth in Section G of Exhibit 8 (Operational Standards for Children's Centers), and the proposal includes a *substandard* plan to use the Advisory Committee to monitor the effectiveness of the Children's Center.

- 1 point: Either the proposed Advisory Committee fails to comport with the guidelines set forth in Section G of Exhibit 8 (Operational Standards for Children's Centers) or the proposal lacks a plan *that is at least adequate* to use the Advisory Committee to monitor the effectiveness of the Children's Center.
- 0 points: The proposal lacks both (i) a roster of Advisory Committee members and (ii) a plan *that is at least adequate* to use the Advisory Committee to monitor the effectiveness of the Children's Center.

_____ B4. Review the Proposer's assessment of priority services and/or entitlements. Also, rate how well the Proposer will apply its knowledge of local, state, and federal service programs and entitlements to refer children and families to those services (*up to 5 points*):

[Reviewer: Consider the following source of information: Proposed Program Services Questions # 6 and # 7]

- 5 points: The prioritized services and entitlements reflect the Proposer's *comprehensive* understanding of the needs of the children and families the Children's Center will serve, and the Proposer's referral plans are *highly likely* to connect eligible children and families with available services and entitlements.
- 4 points: The prioritized services and entitlements reflect the Proposer's *thorough but less than comprehensive* understanding of the needs of the children and families whom the Children's Center will serve, and the Proposer's referral plans are *very but less than highly likely* to connect eligible children and families with available services and entitlements.
- 3 points: The prioritized services and entitlements reflect the Proposer's *adequate but less than thorough* understanding of the needs of the children and families whom the Children's Center will serve, and the Proposer's referral plans are *likely but less than very likely* to connect eligible children and families with available services and entitlements.
- 2 points: Either (i) the prioritized services and entitlements reflect the Proposer's *adequate* understanding of the needs of the children and families whom the Children's Center will serve or (ii) the Proposer's referral plans are *likely* to connect eligible children and families with available services and entitlements.
- 1 point: The prioritized services and entitlements reflect the Proposer's *lack of understanding* regarding the needs of the children and families whom the Children's Center will serve, and the Proposer's referral plans are *unlikely* to connect eligible children and families with available services and entitlements.
- 0 points: The proposal demonstrates that the Proposer lacks both (i) an understanding regarding the needs of the children and families whom the Children's Center will serve, and (ii) an adequate plan for referring eligible children and families to available services and entitlements.

_____ B5. Assess the Proposer's plan to expand staff awareness and knowledge of available community services and programs (*up to 5 points*):

[Reviewer: Consider the following source of information: Proposed Program Services Question # 8]

- 5 points: The proposal has a *comprehensive* plan to expand staff awareness and knowledge of available community services and programs.
- 4 points: The proposal has a *thorough but less than comprehensive* plan to expand staff awareness and knowledge of available community services and programs.
- 3 points: The proposal has a *detailed but less than thorough* plan to expand staff awareness and knowledge of available community services and programs.
- 2 points: The proposal has an *adequate* plan to expand staff awareness and knowledge of available community services and programs.
- 1 point: The proposal has a *substandard* plan to expand staff awareness and knowledge of available community services and programs.
- 0 points: The proposal lacks a plan to expand staff awareness and knowledge of available community services and programs.

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

C. PROPOSED STAFFING (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.

_____ C1. Assess the adequacy of the Proposer's staffing plan. Consider whether the plan calls for full-time staffing as well as how the plan ensures that at least two staff members are present while the Children's Center is scheduled to be open, including lunchtime coverage, vacation or sick leave coverage, and potential overtime coverage (*up to 15 points*):

[Reviewer: Consider the following source of information: Proposed Staffing Questions # 1 and # 3]

- 15 points: The proposal contains a *comprehensive* plan that ensures both: (i) full-time staffing; and (ii) at least two staff members are present while the Children's Center is scheduled to be open, including lunchtime coverage, vacation or sick leave coverage, and potential overtime coverage.
- 12 points: The proposal contains a *detailed but not comprehensive* plan that ensures both: (i) full-time staffing; and (ii) that at least two staff members are present while the Children's Center is scheduled to be open, including lunchtime coverage, vacation or sick leave coverage, and potential overtime coverage.

- 9 points: The proposal contains an *adequate* plan that ensures both: (i) full-time staffing; and (ii) at least two staff members are present while the Children's Center is scheduled to be open, including lunchtime coverage, vacation or sick leave coverage, and potential overtime coverage.
- 6 points: The proposal contains a *substandard* plan that ensures both: (i) full-time staffing and (ii) at least two staff members are present while the Children's Center is scheduled to be open, including lunchtime coverage, vacation or sick leave coverage, and potential overtime coverage.
- 3 points: The proposed staffing plan *adequately* ensures one but not both of the following: (i) full-time staffing coverage; or (ii) at least two staff members are present while the Children's Center is scheduled to be open, including lunchtime coverage, vacation or sick leave coverage, and potential overtime coverage.
- 0 points: The proposal lacks a staffing plan, or the proposed staffing plan fails to adequately ensure each of the following: (i) full-time staffing coverage; and (ii) at least two staff members are present while the Children's Center is scheduled to be open, including lunchtime coverage, vacation or sick leave coverage, and potential overtime coverage.

_____ C2. Assess the likelihood that the proposed supervisory structure and any designated supervisor(s) will provide adequate oversight and support for Children's Center staff, including any volunteer staff (*up to 5 points*):

[Reviewer: Consider the following source of information: Proposed Staffing Questions # 2 and # 4]

- 5 points: The proposed supervisory structure is *highly likely* to ensure adequate oversight and support for staff assigned to the Children's Center.
- 4 points: The proposed supervisory structure is *very likely but less than highly likely* to ensure adequate oversight and support for staff assigned to the Children's Center.
- 3 points: The proposed supervisory structure is *likely but less than very likely* to ensure adequate oversight and support for staff assigned to the Children's Center.
- 2 points: The proposed supervisory structure is *somewhat likely* to ensure adequate oversight and support for staff assigned to the Children's Center.
- 1 point: The proposed supervisory structure is *unlikely* to ensure adequate oversight and support for staff assigned to the Children's Center.
- 0 points: The proposal does not describe the proposed supervisory structure.

_____ C3. Assess the suitability of either existing staff to be assigned to the Children's Center or the included job descriptions for proposed staff. When reviewing the credentials of existing staff who will be assigned to the Children's Center, consider any prior or existing experience operating a childcare facility as well as experience connecting individuals and families with needed services or programs. When reviewing job descriptions for proposed staff, consider minimum education and experience requirements (*up to 5 points*):

[Reviewer: Consider the following source of information: Proposed Staffing Questions # 2 and # 4]

- 5 points: Current staff to be assigned to the Children's Center are *very well-qualified*, and the job descriptions for Children's Center staff are *highly likely* to result in applications from *very well-qualified* applicants.
- 4 points: Current staff to be assigned to the Children's Center are *well-qualified*, and the job descriptions for Children's Center staff are *very likely but less than highly likely* to result in applications from *well qualified* applicants.
- 3 points: Current staff to be assigned to the Children's Center are *qualified*, and the job descriptions for Children's Center staff are *likely* to result in applications from *qualified* applicants.
- 2 points: The proposal does not indicate that current employees will be assigned to the Children's Center, and the job descriptions for Children's Center staff are *likely* to result in applications from *well-qualified* applicants.
- 1 point: The proposal does not indicate that current employees will be assigned to the Children's Center, and the job descriptions for Children's Center staff are *unlikely* to result in applications from *qualified* applicants.
- 0 points: The proposal lacks both resumes and job descriptions.

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

D. BUDGET NARRATIVE (25 POINTS POSSIBLE)

_____ D1. Evaluate the likelihood that budgeted salaries for staff will enable the Proposer to recruit and retain well-qualified staff (*up to 10 points*):

[Reviewer: Consider the following source of information: Budget Narrative Question # 1]

- 10 points: The budgeted salaries are *highly likely* to enable the Proposer to recruit and retain well-qualified staff.
- 8 points: The budgeted salaries are *very likely but less than highly likely* to enable the Proposer to recruit and retain well-qualified staff.
- 6 points: The budgeted salaries are *likely* to enable the Proposer to recruit and retain well-qualified staff.
- 4 points: The budgeted salaries are *somewhat likely* to enable the Proposer to recruit and retain well-qualified staff.
- 2 points: The budgeted salaries are *unlikely* to enable the Proposer to recruit and retain well-qualified staff.
- 0 points: The proposal lacks budgeted salaries.

_____ D2. Evaluate the likelihood that budgeted costs for supplies will enable the Proposer to serve the expected number of children set forth in Article II of the RFP (*up to 5 points*):

[Reviewer: Consider the following source of information: Budget Narrative Question # 2]

- 5 points: The budgeted costs for supplies are *highly likely* to enable the Proposer to serve the expected number of children.
- 4 points: The budgeted costs for supplies are *very likely but less than highly likely* to enable the Proposer to serve the expected number of children.
- 3 points: The budgeted costs for supplies are *likely* to enable the Proposer to serve the expected number of children.
- 2 points: The budgeted costs for supplies are *somewhat likely* to enable the Proposer to serve the expected number of children.
- 1 point: The budgeted costs for supplies are *unlikely* to enable the Proposer to serve the expected number of children.
- 0 points: The proposal lacks budgeted costs for supplies.

_____ D3. Evaluate the likelihood that proposed allocation of funds will establish and enhance the Proposer's capacity to connect children and their families with available federal, state, and local services and will result in those connections (*up to 5 points*):

[Reviewer: Consider the following source of information: Budget Narrative Question # 3]

- 5 points: The proposed allocation of funds is *highly likely* to: (i) establish and enhance the Proposer's capacity to connect children and their families with available federal, state, and local services; and (ii) result in those connections.
- 4 points: The proposed allocation of funds is *very likely but less than highly likely* to: (i) establish and enhance the Proposer's capacity to connect children and their families with available federal, state, and local services; and (ii) result in those connections.
- 3 points: The proposed allocation of funds is *likely* to: (i) establish and enhance the Proposer's capacity to connect children and their families with available federal, state, and local services; and (ii) result in those connections.
- 2 points: The proposed allocation of funds is *somewhat likely* to: (i) establish and enhance the Proposer's capacity to connect children and their families with available federal, state, and local services; and (ii) result in those connections.
- 1 point: The proposed allocation of funds is *unlikely* to: (i) establish and enhance the Proposer's capacity to connect children and their families with available federal, state, and local services; and (ii) result in those connections.
- 0 points: The proposal does not allocate funds to establish and enhance the Proposer's capacity to connect children and their families with available federal, state, and local services.

_____ D4. Assess how well the proposed allocation of funds will support the activities of the Advisory Committee and result in enhanced local support for—and utilization of—the Children's Center (*up to 5 points*):

[Reviewer: Consider the following source of information: Budget Narrative Question # 4]

- 5 points: The proposed allocation of funds will *comprehensively* support the activities of the Advisory Committee and is *highly likely* to result in enhanced local support for—and utilization of—the Children's Center.
- 3 points: The proposed allocation of funds will *adequately* support the activities of the Advisory Committee and is *likely* to result in enhanced local support for—and utilization of—the Children's Center.
- 1 point: The proposed allocation of funds will *inadequately* support the activities of the Advisory Committee and is *unlikely* to result in enhanced local support for—and utilization of—the Children's Center.
- 0 points: The proposal does not allocate funds to support the activities of the Advisory Committee.

SUBTOTAL FOR PART "D" (D1 + D2 + D3 + D4) _____

EXHIBIT 5

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 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.

Exhibit 6



Statewide Children's Centers Program
Children's Center Staffing Plan

Children's Center Location _____

		Monday	Tuesday	Wednesday	Thursday	Friday
8:00	Teacher Name					
	Teacher Name					
	# of Volunteers					
9:00	Teacher Name					
	Teacher Name					
	# of Volunteers					
10:00	Teacher Name					
	Teacher Name					
	# of Volunteers					
11:00	Teacher Name					
	Teacher Name					
	# of Volunteers					
12:00	Teacher Name					
	Teacher Name					
	# of Volunteers					
1:00	Teacher Name					
	Teacher Name					
	# of Volunteers					
2:00	Teacher Name					
	Teacher Name					
	# of Volunteers					
3:00	Teacher Name					
	Teacher Name					
	# of Volunteers					
4:00	Teacher Name					
	Teacher Name					
	# of Volunteers					
5:00	Teacher Name					
	Teacher Name					
	# of Volunteers					

Exhibit 7



Statewide Children's Centers Program
 Advisory Committee Membership

Children's Center Location _____

Representation	Member Name	Role/Title	Organization
Provider Agency			
Court			
Court Security			
Lawyer or Attorney for child			
Department of Social Services			
Department of Health or health care professional			
Department of Mental Health or mental health professional			

Continued on Next Page

Exhibit 7



Statewide Children's Centers Program
 Advisory Committee Membership

Head Start or Child Care R&R			
Parent			
Other			



OPERATIONAL STANDARDS

STATEWIDE CHILDREN'S CENTERS PROGRAM

New York State Office of Court Administration
Division of Professional and Court Services



The Children's Centers must provide quality drop-in childcare for children who must be in court in connection with matters involving them or their caregivers and provide families with information, referrals and connections to health, education, child care and other community-based services. The Centers must be in separate, safe and enclosed environments in the court or courts to be served. All Children's Centers must comply with the minimum facility, program and staffing requirements set forth below. However, the program may be provided through a variety of different program models depending upon the needs of the locality, the size of the Center and the number of children to be served.

The minimum program requirements which all programs must meet are as follows:

A.1 Facility and Equipment

- 1) A minimum of 35 square feet of open activity space (**after** subtracting for furniture) per child shall be provided in the Children's Center. The **minimum** amount of **open** square feet for a new Children's Center will be 245 square feet, which can accommodate a maximum of 7 seven children. Larger spaces may accommodate more children. Areas used for administrative and ancillary purposes, such as staff offices, storage spaces, bathrooms and hallways, entryways and kitchen areas must **not** be used in calculating the 35 square foot per child requirement.
- 2) Unified Court System Statewide Children's Centers Program (hereafter referred to as SCCP) staff or their designees will work with the provider to determine the maximum capacity of the Center after it has been furnished.
- 3) Whenever changes, additions, or expansion are proposed which will affect, or reasonably may be expected to affect, those portions of the building designated for the Children's Center or their egress in case of an emergency, the provider must notify the SCCP Office and ensure that said office be part of all discussions and plans. The provider must receive written approval from the SCCP prior to initiations such changes, additions, or expansion may take place.
- 4) Provider shall ensure that the Children's Center is maintained in good repair and kept clean.

- 5) The Children's Center should be neatly arranged and well organized. Storage for toys, books and materials must be provided and must allow for appropriate access by children.
- 6) Provider shall ensure that the Children's Center, its toys, furnishings and equipment are safe, clean and age-appropriate for children.
- 7) Center staff must have a closet or area for their coats and personal items that may be locked. All closet door latches must be constructed to enable children to open the door from the inside.
- 8) Toxic paints or finishes must not be used on room surfaces, furniture or any other equipment, materials, toys or furnishings with may be used by children or are within their reach.
- 9) Peeling or damaged paint or plaster and frayed carpeting must be repaired promptly.
- 10) Space occupied by children shall be a temperature of at least 68 degrees Fahrenheit, but not over 75 degrees, and must be well-lighted and well-ventilated.
- 11) Windows in Children's Centers on floors above the first floor should be protected by barriers or locking devices to prevent children from falling out of the windows.
- 12) Adequate and safe water supply and sewage facilities must be provided. Hot and cold running water must be available and accessible at all times.
- 13) Toilet facilities for children must be provided in the Children's Center whenever practicable or must otherwise be close by, and quickly and safely accessible. Bathroom door locks must be designed to permit opening of the locked door from the outside in an emergency. The opening device must be readily accessible to the caregivers.
- 14) Changing tables must be separate from eating and play areas and should be installed in the Children's Center whenever practicable or must otherwise be accessible in a nearby bathroom.
- 15) Centers will provide mats or cots for older children who would like to nap or are feeling ill. Mats or cots must have washable surfaces and linens.
- 16) Cribs and playpens must: not block egress; be in a safe area; have washable surfaces and bedding materials.
- 17) Storage for children's personal belongings must be provided and there must be enough space between individual storage areas so that items do not touch.
- 18) An area of the Children's Center shall be designated, when necessary, for infants and toddlers so that they may be separated from older children for safe floor play.

- 19) New and renovated Children's Centers must have a kitchen area that includes adequate cabinets for the Center size, standard size sink, hot and cold running water, refrigerator and adequate counter space.
- 20) Renovated or new spaces must have an entry door with a vision panel, doorbell, and intercom/camera where necessary.
- 21) New or renovated spaces must have two means of egress.
- 22) Floors in new or renovated spaces must have both smooth surface flooring and carpeted areas or rugs.
- 23) Children's toilet facilities in new or renovated spaces must have a wall-mounted, pull-down changing table. Paper towel holders, soap dispensers and toilet paper holders all must be mounted at a height suitable for children's access.
- 24) All Centers will have a panic button or similar device that is tied in to the courthouse security. The working condition of the panic button or similar device must be periodically checked
- 25) All large, heavy pieces of furniture (generally a heavy piece that is taller than it is wide) and tube style televisions must be anchored to the wall to prevent a tipping hazard.

B. Emergency Evacuation and Fire Protection

- 1) Provider shall take suitable precautions to eliminate conditions that create fire and safety hazards and must also provide at least one smoke detector and one fire extinguisher.
- 2) Provider, with assistance from the court, shall develop a full, written, step-by-step Emergency Evacuation Plan for use in the Children's Center. The written plan and map must be approved by the SCCP. Primary emphasis must be placed on the immediate evacuation of children. The emergency evacuation plan will include a primary and secondary exit route as well as an approved, indoor alternate meeting location for the Children's Center in case of inclement weather. The plan must also provide adequate escort assistance from others in order to safely evacuate the maximum capacity of children. The route & map must be posted conspicuously in the Children's Center and also stored in the Operational Standards Binder (see **E. Program**, Item 19.)
- 3) There must be emergency evacuation drills four times a year held in conjunction with the courthouse. Records will be kept of the drills.
- 4) Center staff must be able to hear the fire alarm from within the Center at all times. Fire alarms and extinguishers must be maintained and checked as required by state fire regulations.

- 5) The Children's Center must have and maintain an emergency backpack which includes at least the following: fully stocked First-Aid kit (see C. *Safety* No. 3); battery powered flashlight or lantern; large plastic garbage bag(s), emergency heat blanket, sugar packets. These items should be stored in a backpack with ease of access in emergency evacuations. The emergency backpack should also contain several bottles of water, several diapers and diapering supplies.
- 6) All staff and volunteers must know the location of the lanterns/flashlights and emergency backpack.
- 7) Provider shall develop a written guide that informs caregivers what to do in case of an emergency evacuation of the courthouse. This information must be verbally explained to the caregiver at intake as well as be printed and provided in writing to all caregivers.

C. Safety

- 1) A desk, telephone and list of emergency phone numbers shall be provided for staff.
- 2) Provider will furnish emergency phone numbers for its agency representatives to Center staff so that they may be reached when the Children's Center is open, but other agency programs are closed.
- 3) The Center will be equipped with a first aid kit that is accessible for emergency treatment. The first aid kit is stocked to treat a broad range of injuries and situations and will be restocked as necessary. The first aid kit and any other first aid supplies are kept in a clean, portable backpack not accessible to children.
- 4) An operable flashlight or battery powered lantern must be kept in each child care room. Equipment must be maintained with fresh batteries in the event of a power failure.
- 5) Protective caps, covers or permanently installed obstructive devices must be used on all electrical outlets. All outlets and sharp corners must be protected.
- 6) All matches, lighters, medicines, cleaning materials and any other toxic or poisonous materials must be stored in their original containers. They must be stored in a place that is inaccessible to children. All medicines, cleaning agents and any other toxic or poisonous material must not be stored above food, beverages, or eating utensils.
- 7) Plants that are hazardous to children may not be used in the Center.
- 8) Any pet or animal kept in a Children's Center must be in good health, show no evidence of carrying disease, and pose no threat to children.

- 9) The following items must be used and stored in such a manner that they are not accessible to children: handbags, backpacks or briefcases belonging to adults; plastic bags; and toys and objects small enough for children to swallow.
- 10) All closet door latches must be constructed to enable children to open the door from inside the closet. Every bathroom door lock must be designed to permit opening of the locked door from the outside in an emergency. The opening device must be readily available to Center staff.
- 11) Children using high chairs must be buckled in.
- 12) The Children's Center door will remain locked at all times while children are in the Center.
- 13) Provider shall operate with regard to the established maximum capacity for the Children's Center as defined under Facility Requirements. Capacity may be temporarily reduced by Center staff only in order to preserve the safety of the children enrolled.
- 14) Only one caregiver and the person they are designating as an alternate to pick-up the child(ren) may be allowed in the Center during intake and sign out procedures.
- 15) No visitors are allowed in the Center. No one may visit or question a child except the person that signed them in.
- 16) No interviews or questioning of children may take place within the Children's Center.
- 17) Provider shall obtain from caregivers upon their entering the Children's Center a written, signed intake statement on a form provided by SCCP.
- 18) A child may not be taken out of the Center for any reason, or length of time, unless the caregiver or other previously designated person signs the child out. Therefore attorneys, court appointed child advocates, Department of Social Service employees, or any others may not take a child out of the Center without the caregiver's (or other previously designated person's) signature.
- 19) Provider and staff shall ensure that a child is released to the proper caregiver who must be the person who brought the child to the Children's Center unless the caregiver designates another person in writing or there is a written and signed court order directing otherwise. If a child must be released to an emergency contact or other authorized person that was designated in writing by the caregiver upon intake, that named person must show photo ID when picking up the child.
 - a) A court order must state:
 - i) The names and birth dates of the children to be signed out by a different person.
 - ii) The name of the person or agency that will sign the child(ren) out.
 - iii) The date or time the order commences.

- 20) Provider shall establish written security procedures with the court to ensure that the Center is immediately notified when there is a court-ordered change in custody, remand or removal. These procedures will outline how the Center staff will be contacted, which part representing the court will make the notification, and who will become responsible for signing the children in and out. A child shall only be released from a Children's Center to the custodian named in a written court order /short order or statement that has been signed by the judge and presented to the Children's Center staff for their records.
- 21) If a removal, release, remand, or change of custody has been ordered, the only parties that will be allowed into the Center are: whomever the court has designated to sign-out the child(ren); the child's attorney; and any accompanying court officers.
- 22) In a remand that results in the caregiver being unable to sign the child out and the judge has not created an order that designates another person/agency to sign the child out, the Center staff will then contact the following people in order:
- a) An "Authorized" person designated on the Intake Form.
 - b) The "Emergency Contact" on the Intake Form.
 - c) If there is no "Emergency Contact" or the person cannot be reached, staff will contact Child Protective Services to report an abandoned child.
- 23) Any communications or goodbyes between the children and the caregiver that signed them in must take place somewhere other than the Children's Center.
- 24) The Children's Center Staff/volunteers shall complete an **Incident/Accident Report** (see C. *Safety* Subsections 23a. & b. for definitions) on a format provided by SCCP for any injury or illness that occurs in the Children's Center which requires first aid or medical attention, or for an incident that requires the involvement or notification of court officers, security personnel, provider agency, court staff or Child Protective Services. The Incident/Accident Report shall be sent by fax or email *and* by post mail **within 24 hours** to SCCP. Any serious injury or illness, or the death of a child, must be reported **immediately**, by phone, to the Children's Center Program Office, **and** followed up with the written report. If such an instance occurs, media representatives may not interview Children's Center Staff and/or volunteers until the UCS and Provider Agency grant approval. A serious injury is one in which professional medical attention is necessary or recommended.
- a) An "Incident" includes any unusual situation *or* serious conflict or threat in which your court officers are called to respond/assist in person or on the telephone. "Incident" includes any Child Protective Services reports. An "Incident also includes any instance in which it is discovered that a child who attended a center had a contagious illness. Complaints made against the Children's Center by caregivers; court personnel; and/or other stakeholder should be considered an "incident."
 - b) An "Accident" includes any injury or illness which occurs in the Children's Center and that requires First Aid and/or medical attention.

- 25) The Children's Center Staff/volunteers shall complete an **Incident/Accident Report** anytime there is a court order that directs anyone other than the original caregiver to sign a child out. This must be faxed/mailed to us within 24 hours along with the Intake Form and the court order. Attach the report and order to the original Intake Form afterwards.
- 26) Staff must have the ability to directly contact the SCCP by phone from the Children's Center.

D. Operations

- 1) The program shall provide, at a minimum, a separate, safe, supervised and enclosed environment for children who must be in court in connection with matters involving them or their caregivers.
- 2) The Children's Center shall serve children from six weeks thru twelve years of age.
- 3) The Center shall be open when the court is open for general daytime court hours. The provider shall establish written protocol with the court to address inclement weather closures including instances when the court remains open but the provider agency closes.
- 4) The Children's Center shall be open and staffed by paid employees and volunteers, as needed, according to the UCS court calendar. There must be a minimum of two staff persons present and able to accommodate children, for the Center to operate.
- 5) If the Children's Center must be closed when Court is open, the provider shall immediately notify the Chief Clerk of their court(s) and SCCP.
- 6) Children's Centers may close for one hour for lunch but remain open through lunch if a caregiver's case is still before a judge.
- 7) Provider shall establish a written procedure with the court so that Center staff may determine if a caregiver is currently before a judge at the lunch hour.
- 8) Children's Center hours, maximum capacity and Center Rules/Caregiver Responsibilities must be conspicuously posted.
- 9) Children's Center staff shall complete the SCCP intake for each visit a caregiver makes to the Center according to SCCP office instructions.
- 10) Any and all information relating to an individual child or caregiver is confidential and cannot be disclosed without the caregiver's written permission to anyone other than:
 - a) UCS Statewide Children's Center Program staff and it's designees
 - b) co-workers and Center supervisors who are employed in the Children's Center
 - c) to find the caregiver in an emergency

- d) to reach an “other designated person” or emergency contact
 - e) to verify if a caregiver is in front of a judge
- 11) Caregivers may receive a copy of their intake sheet if they make a verbal request by the end of the day in question. Requests by caregivers at any time thereafter must be made in writing and signed by the caregiver.
 - 12) Information relating to an individual child may be disclosed to a Child Protective Service staff person where the child has been named in a report of alleged child abuse or maltreatment.
 - 13) All Children’s Center records must be kept confidential and in a secure cabinet.
 - 14) Children’s Center intake forms may not leave the Center except to be mailed to the SCCP.
 - 15) Non-original copies of Children’s Centers records kept for operational purposes in the Center should be retained a minimum of three months, but no longer than six months. At the end of that period all documents must be shredded or destroyed by another approved method either in the Children’s Center or within the Court facility.
 - 16) Provider shall establish written confidentiality procedures meeting, at minimum the requirements outlined above. Confidentiality procedures for Children’s Centers operations must be submitted for approval to the SCCP.
 - 17) All caregivers must be notified verbally and in writing of Center Rules/Caregiver Responsibilities, and Center Emergency Evacuation Procedures **at every visit**. The rules, written at least in English and Spanish (and other languages as appropriate), must be explained verbally to caregivers when they register their children, and a written copy must be provided to caregivers.
 - 18) Caregivers will be offered the opportunity to give written feeding instructions for their infant.
 - 19) Provider must develop a procedure for notification of caregivers who have been turned away from the Center due to capacity when space becomes available. This policy should be in writing and must have approval from the court and the SCCP.

E. Program

- 1) Provider shall implement a program that follows current National Association for the Education of Young Children (NAEYC) standards for developmentally appropriate practice.
- 2) Staff and volunteers shall treat all children and caregivers with respect.

- 3) The Children's Center's appearance/decorations should appeal to a broad age group and cultural backgrounds.
- 4) There will be an area that is designed to be welcoming to older children thru the use of decorating, furniture and the activities offered.
- 5) The Children's Center must have a sufficient quantity and variety of furniture, toys, books and materials appropriate to the age and developmental level of the children served. Toys, books and materials must be selected to promote positive images of different ethnic, racial, cultural, gender, ability groups and families.
- 6) Children's Center staff must prepare developmentally appropriate activities including choices from the following: art expression; movement; language (stories, songs, rhymes, poetry and verbal story-telling); small motor development; and snack times. These plans should be prepared and changed at least on a monthly basis.
- 7) Children's Centers must provide a sufficient quantity and variety of materials and play equipment appropriate to the ages of the children and their developmental levels and interests that promote the children's cognitive, educational, social, cultural, physical, emotional, language and recreational development.
- 8) As age and development permit, children must be allowed freedom of movement and must be provided with an environment designed to develop such skill as crawling, standing and walking.
- 9) Children must always have a choice of open-ended art activities when closed-end activities are offered.
- 10) Children must always be provided an opportunity to choose between quiet activities and active play.
- 11) Television, video viewing, or video gaming is not recommended. In those instances when all other resources have been exhausted, or if an educational video or game is pertinent to the current theme or lesson plan, it may be utilized for no longer than 20 minutes for young children, and no more than 45 minutes for school age children. At no time will children be required to view the program, play the game, or remain seated. Other choices for children will always be available concurrently. At no time shall adult shows (including news, game shows, talk shows, soap operas, religious shows, etc.), violent or adult games be watched or played in the Center.
- 12) Use of personal cell phone or other personal electronic devices by children in the Center is discouraged. Device may be labeled and placed in container that is only accessible to Center staff. Devices can be returned when the children are signed out of the Center. In those instances when caregivers request their child have access to the device, use of the device should be monitored for appropriateness and length of use.

- 13) Every effort will be made by staff to appropriately comfort, engage and or distract a child that cries due to transition to the Center. A caregiver will be informed that their child is crying **only** if the child has **repeatedly** vomited or is in real danger of seriously harming themselves or others – or if the caregiver requests to be notified if their child cries for a proscribed amount of time.
- 14) Provider shall establish a community outreach program for the purpose of maximizing center usage. Outreach strategies shall include: ongoing orientation of appropriate court and non-court personnel; regular distribution of approved brochures and fliers that outline the services of the Children's Center; sponsorship of, or participation in, at least one community event at which the Children's Center is highlighted. Outreach also encompasses informational sessions provided to various outside agencies and groups.
- 15) Provider shall ensure that staff/volunteers perform site-based outreach of waiting rooms and other applicable areas in the courthouse at least twice per day. Site-based outreach includes walking through court hallways and waiting areas to verbally encourage caregivers to utilize the Children's Center, as well as distributing informational pamphlets/brochures about the Center to people in the building.
- 16) Written materials regarding the Children's Center and/or its services must be approved by SCCP before distribution.
- 17) Provider will establish a means of ensuring that all Center staff and volunteers have a clear understanding of all Children's Center policies and procedures.
- 18) Provider is responsible for ensuring that all Children's' Center policy and procedures have been communicated to judges, court personnel and court security in the courthouse(s) that the Children's Center serves.
- 19) All Children's Center written policies, procedures, guidelines, including the Operational Standards and all appendices, must be kept together in a Operational Standards Binder in a readily accessible location within the Center. All staff and volunteers must be aware of the location of the binder.
- 20) Children's Centers must admit inspectors, staff (and their designees) of the SCCP at any time and they must be given full access to the premise and any records of the Center or relating to the Center.

F. Service Connections

- 1) Providers shall ensure that Centers provide an environment that is information-rich with a ready supply of visible posters, brochures and other information on federal, state and local services and entitlement programs for children and families.

- 2) Providers shall identify and make available for referral, entitlement and service programs reflective of the specific needs of the children and families in their locality.
- 3) Staff must be able to provide caregivers with referral information that is current and directly relates to specific needs of children.
- 4) Children's Center staff shall identify needs of specific children by reviewing intake information while the caregiver is in court and through the observation of children in the Center.
- 5) Children's Center staff shall connect children and families to services or programs to needs identified at intake.
- 6) Children's Center staff may contact caregivers to provide further assistance with services or enrollments if the caregiver has given written permission on a form designed by the provider agency and approved by the SCCP that includes the method, address and/or phone number that shall be used for additional contact. Follow-up should take place within 7-14 days.

G. Advisory Committee

- 1) Provider shall establish an Advisory Committee for the Children's Center that will be appointed every two years to provide recommendations on programmatic and fiscal operations and to maximize linkages with available community services and entitlement programs.
- 2) The Advisory Committee shall:
 - a) be co-chaired by an administrative representative of the provider agency and an individual elected by the Committee; be comprised of **at least** one parent from the community, a local lawyer or law guardian, and representatives from the county Departments of Social Services, Mental Health, and Health, the court or courts served by the Children's Center, a court officer or rep. from the appropriate security division, the local Head Start Program or local Child Care Resource and Referral Agency. Additional recommended member sources are: local library; area college or university; area hospital; pediatrician; school districts; commercial merchants/bankers;
 - b) meet quarterly and provide the SCCP all meeting dates in advance and a written summary of the meeting within ten (10) business days;
 - c) assist Center staff in determining how best to provide caregivers with information, referrals and connections to needed services; and
 - d) be presented with the provider agency's annual Children's Center Budget proposal before it is approved by the SCCP, so that they may provide recommendations and ideas as to meeting the financial and resource needs of the Center.

- e) assist Center staff in implementing special UCS initiatives such as literacy initiatives at the Children's Center.
- 3) Provider agency may also seek to establish a separate "Friends of the Children's Center" committee that may function separately as a fund-raising unit in order to benefit the Children's Center.

H. Supervision and Safety of Children

- 1) Competent, sufficient and direct supervision of children in the Children's Center must be provided at all times by persons 18 years of age or older.
- 2) Children cannot be left without competent direct supervision at any time unless a child is independently using the toilet.
- 3) Staff shall accompany children to and from toilets located outside the Children's Center. Bathrooms used by children must not be able to be locked from the inside.
- 4) Children's Centers design and furnishings must be arranged to give teachers a clear line of sight. Mirrors should be used to increase the line of sight where the structure interferes with a safe view.
- 5) If children are napping or sleeping in a separate room, the door must be open at all times as well as doors to any other rooms. If an adult is unable to stay in the room where a child is sleeping, the room must have a viewing window and a functioning and easily heard electronic monitor.
- 6) Infants must be placed on their backs to sleep unless a medical condition indicates otherwise. No crib bumpers, stuffed animals, toys, pillows or heavy blankets may be placed in the crib.
- 7) Infants and toddlers up to age one will not be allowed to sleep in car seats, infant swings, or other infant seats. They must be placed flat on their backs in a crib. If they fall asleep in a stroller it must be fully reclined to flat.
- 8) Sleeping infants/children will be checked on every fifteen minutes.
- 9) No child shall remain in a high chair over fifteen minutes, unless the child is eating.
- 10) No child may be left in a crib or playpen for more than 30 minutes unless they are sleeping.
- 11) Suitable arrangements shall be made for children to sleep and rest comfortably. Children shall not be allowed to rest or sleep directly on the floor.

I. Discipline

- 1) Engagement of children and positive discipline (as referenced by OCFS and NAEYC) are the preferred methods of discipline.
- 2) Provider shall prohibit the use of corporal punishment and shall implement personnel policies that prevent the abuse or maltreatment of children.
- 3) Provider must establish written disciplinary guidelines and provide copies of these guidelines to all staff and volunteers. Staff must use acceptable techniques and approaches to help children solve problems.
- 4) Isolating a child in a closet or darkened area is prohibited.
- 5) Methods of discipline, interaction or toilet training which frighten, demean or humiliate a child are prohibited.
- 6) Withholding or using food or rest is prohibited.

J. Child Abuse and Maltreatment

- 1) Any abuse or maltreatment of a child, either as an incident of discipline or otherwise, is prohibited. Provider agencies and Children's Centers must prohibit and may not tolerate, in any manner condone, an act of abuse or maltreatment by an employee, volunteer or any other person under the provider's control. An abused child or maltreated child means a child defined as an abused child or maltreated child pursuant to section 412 of the Social Services Law.
- 2) All Children's Center staff are Mandated Reporters and in accordance with the provisions of sections 413 and 415 of the Social Services Law, child day care center staff must report any suspected incidents of child abuse or maltreatment concerning a child that has been enrolled in the Center to the Statewide Central Register of Child Abuse and maltreatment, when such staff have reasonable cause to suspect that a child coming before them in their capacity as child day care workers is an abused or maltreated child. Reports will be made according to current Social Services Law. A copy of the report, together with a copy of the Intake Form and an Incident Report, will be sent to the SCCP within 48 hours of the occurrence.
- 3) Provider shall ensure that any suspected incidents of child abuse or maltreatment are reported by Center staff to the Statewide Central Register of Child Abuse and Maltreatment.
- 4) Staff must also cooperate with the local Child Protective Services' staff that is conducting an investigation of alleged child abuse or maltreatment. Before entering the Center and

before staff speaks with Child Protective Services staff, Child Protective Services must show proper identification and proof of the investigation.

K. Health

- 1) The Children's Center must be clean and free of odors and vermin.
- 2) Emergency CPR and choking instructions should be placed above or near cribs and in the kitchen area.
- 3) Posters/flyers displaying correct hand-washing technique must be posted at all sink areas.
- 4) Safety precautions relating to blood must be observed by all staff coming into contact with blood, according to OCFS specifications.
- 5) Children's Centers must maintain an adequate supply of gloves at all times, including non-latex gloves.
- 6) Providers shall post and staff shall follow written diapering procedures, including the proper use of plastic gloves. Procedures should be posted clearly in the diaper changing area.
- 7) Soiled diapers must be disposed of in a tightly covered garbage container.
- 8) Infants must be kept clean and comfortable at all times. Diapers must be changed whenever wet or soiled. The diaper changing area must be as close to a sink as possible. It must not be a sink that is used for food preparation.
- 9) All linens, blankets, bedding, and cloth bibs must be cleaned at least weekly and before use by another child. Organic materials are preferred when possible.
- 10) Children's cots and/or cribs must be spaced at least two feet apart when in use.
- 11) Any toy that a child has mouthed or drooled on must be washed and disinfected before use by another child.
- 12) Sufficient and suitable clothing must be available in the Center so that children who dirty or soil their clothing may be changed. All such clothing must be returned to caregivers in a plastic bag.
- 13) Staff will perform a basic health check on any child entering the Center to check for indications of illness, injury, abuse or maltreatment.

- 14) Medications may not be administered to children by Center staff or volunteers. Center staff/volunteers may not administer emergency medication such as epi-pens or inhaler treatments. Caregivers may return to the Center to administer medication. Center staff may, however, apply any over-the-counter diaper cream, etc., that the caregiver has provided.
- 15) A white board, chalk board, or pad will be displayed on the wall in the snack and/or kitchen area to record any the name and age of any child with allergies or medical conditions that may impact the child while in the Center, such as Asthma, seizures, diabetes, etc.
- 16) Children's Centers are not required to accept a child who is ill with a contagious disease (see **L. Attendance of Children with Certain Diseases/Illness/Pests** and **M. Child Exclusion/Inclusion Criteria**.) However, a child who is accepted into the Children's Center who has, or develops, symptoms of illness shall be provided with a separate place to rest until the child departs from the Children's Center. If a child becomes ill while in the Center, the caregivers may be notified, but they should not be encouraged or required to pick up their child until their court business is finished. However, if a child becomes seriously ill the caregivers will be notified as soon as possible.
- 17) Provider shall ensure that emergency medical care is obtained and that caregivers are promptly notified of a medical emergency involving their child.
- 18) In an emergency, a child's well-being must take priority. A bleeding child must not be denied care because gloves are not immediately available.

L. Attendance of Children with Certain Disease/Illness/Pests

- 1) Children may attend the Center if they have symptoms of head lice.
- 2) Children may attend the Center if they may appear to be carrying bedbugs or live in a bedbug infested home.
- 3) Children without fever who have mild symptoms associated with the common cold, sore throat, croup, bronchitis, rhinitis (runny nose), or ear infection shall NOT be denied admission to childcare, sent home from child care, or separated from other children in the facility.
- 4) Children who have or develop Fifth disease shall be allowed to attend childcare because they are no longer contagious when signs and symptoms appear.

M. Child Exclusion/Inclusion Criteria

- 1) A child shall be excluded if their illness results in a greater need for care than the childcare staff can provide without compromising the health and safety of the other children as determined by the childcare provider.
- 2) A child shall be excluded if they have diarrhea that is not contained by the child's ability to use the toilet, or if in diapers, if it cannot be contained within the diaper (not the result of a nursed baby):
 - a) Control of Diarrhea: After the ill child leaves, all surfaces and toys that a child came in contact with must be disinfected.
- 3) A child shall be excluded if they have vomited more than twice and have other symptoms of illness, i.e. fever, stomach pain, extreme lethargy. Fever is defined as axillary (armpit) temperatures over 100 degrees.
- 4) A child shall be excluded if they have mouth sores with drooling, unless a health care provider or health department official determines that the child is noninfectious.
- 5) A child shall be excluded if they have purulent conjunctivitis (defined as pink or red conjunctiva with white or yellow eye discharge), until after treatment has been initiated.), often with eye pain or redness of the eyelids or skin surrounding the eye.
- 6) A child shall be excluded if they have Chickenpox until all sores have dried and crusted.
- 7) A child shall be excluded if they have Scabies, until after treatment has been completed.
- 8) A child shall be excluded if they have Tuberculosis, until a health care provider or health official state that the child is on appropriate therapy and may attend child care.
- 9) A child shall be excluded if they have Impetigo, until 24 hours after treatment has been initiated.
- 10) Strep throat or other streptococcal infection, until 24 hours after initial antibiotic treatment and cessation of fever.
- 11) Pertussis, until 5 days of appropriate antibiotic treatment.
- 12) Mumps, until 9 days after onset of parotid gland swelling.
- 13) Measles, until 4 days after onset of rash.
- 14) Rubella, until 6 days after onset of rash.

- 15) Hepatitis A, until 1 week after onset of illness, jaundice or as directed by the department of health.

N. Staff Exclusion for Illness:

- 1) Staff exclusions are the same as for children, but child care providers who have herpes cold sores shall: not touch their lesions; carefully observe hand washing policies; refrain from kissing or nuzzling infants or children, especially children with dermatitis.

O. Cleanliness/Infection Control

- 1) Provider shall provide Children's Center staff and volunteers with written procedures explaining how, what, and when to clean/sanitize/disinfect to ensure that all rooms, equipment, supplies, toys and furnishings, including cribs and sleeping mats, are kept clean at all times. The provider shall keep the premises free from dampness, odors, vermin and the accumulation of trash.
- 2) All trash must be disposed of in covered containers that are inaccessible to children.
- 3) Staff must thoroughly cleanse their hands at the beginning of each day, when they are dirty, after toileting, before and after food handling, after contact with any bodily secretion or fluid and following the changing of any child's diaper.
- 4) Children's Center staff shall be responsible for children's hygiene and toileting needs and shall ensure that children wash their hands when they are dirty, after toileting, before and after food handling, after contact with any bodily secretion or fluid and, for diapered children, after change of diaper.
- 5) Children's Center Staff and volunteers must be free from odor and wear clothing that projects a professional manner and the decorum of the courthouse environment.
- 6) All staff and volunteers that interact with children will maintain clean and reasonable, professional length fingernails to protect children's health and safety.
- 7) Children's Center staff shall keep infants clean and comfortable at all times. Diapers shall be disposed of in a clean manner promptly into a tightly lidded garbage container.
- 8) Provider shall ensure that universal blood precautions will be observed in the Children's Center.

P. Nutrition and Snacks

- 1) Provider will ensure that all snacks are prepared and stored in a safe and clean manner and that all eating plates, cups and utensils are disposable and safe for children.
- 2) No Styrofoam cups, bowls or plates may be used for children.
- 3) Provider will ensure that staff shall ask caregivers with an infant if they would like to leave written feeding instructions.
- 4) Heating formula, breast milk and other food items for infants in a microwave oven is prohibited.
- 5) Infants younger than six months must be held while being bottle-fed. All other infants must be held while being bottle fed until the infant demonstrates the ability to hold the bottle and take enough formula. Propping of bottles is prohibited.
- 6) All bottles/sippy cups and jars of infant foods must be labeled with the child's first and last name on removable masking tape or labels.
- 7) Nutritious snacks shall be provided for children at least at mid-morning and mid-afternoon. All children should be offered healthy snacks and beverages. Fruits and vegetables should be available on a regular basis.
- 8) There must be adequate food and beverage to permit at least two servings if a child wishes.
- 9) Emergency food should be available for children who must be in the Center thru lunch, or who have not had breakfast before arriving in the Center. Emergency formula and infant food must be available for use with caregiver's permission.
- 10) Safe drinking water must be available to children at all times and must be offered at intervals that are responsive to the needs of the individual children. Tap water is adequate unless your facility has verified unsafe drinking water.
- 11) Sufficient time, based on age and individual needs, must be allowed for meals and snacks so that children will not be hurried.
- 12) Perishable foods, prepared formula and milk that is provided by caregivers must be refrigerated.
- 13) All opened and/or refrigerated food and beverages must be checked before use for expiration.
- 14) All stored food and beverages must be checked before use for expiration.

- 15) Breastfeeding is welcome in all Children's Centers. Mothers who have not registered a child in the Center may still use the Center to breastfeed their child. Children's Center staff should make breastfeeding mothers as comfortable as possible in the Center.

Q. Staffing

- 1) A minimum of two **staff** (see Q. *Staffing* Subsection 1a. for definitions) persons shall be on-site at the Children's Center at all times when the Children's Center is open.
 - a) Definition of "Staff" as it pertains to operations in a Children's Center: A staff person must be a minimum of 18 years old. A volunteer may be utilized as a "second staff" person only if he/she has been properly trained and knows and will follow our Policies and Procedures which includes the Operational Standards as well as all Center Policies and Emergency Procedures. This volunteer must be able to complete both intake and sign out process, change diapers, complete and send Incident/Accident Reports, and answer the door and phone. They must be able to perform the same primary job requirements as a paid assistant teacher; such as cleaning, assisting with general care and activities for children, change diapers, take children to the bathroom and assist regular staff as needed. It is imperative the use of any person to fulfill the "second person" requirement will not negatively impact the number of children that the Center would have been able to accommodate if the regular, paid staff person were present.
- 2) At least one full-time staff person at the Children's Center must have a minimum of two years of training and/or experience in early childhood.
- 3) Provider shall ensure that staff members are adequately trained and supervised.
- 4) Competent, sufficient and direct supervision of children in the Children's Center must be provided at all times by persons 18 years of age or older.
- 5) Volunteers and interns must be appropriately placed; supervised; and used in an effective manner.
- 6) Minimum age for a volunteer is 16.
- 7) All staff, including volunteers, must be courteous and respectful of caregivers and children at all times.
- 8) All staff, including volunteers must use developmentally appropriate language when children are in the Center.
- 9) While working in the Children's Center, neither staff nor volunteers may promote themselves to caregivers for the purpose of soliciting outside work.

- 10) Consumption of, or being under the influence of, alcohol or controlled substances by staff or volunteers during working hours in the Children's Center is prohibited.
- 11) Provider shall establish written policies to ensure that all staff, which shall include both paid employees and volunteers, when hired and during association with the Children's Center, are responsible, in good physical and mental health, of good character and possess suitable personal qualifications for the care of children. Staff must have the energy and emotional stability necessary to fulfill the responsibilities of their job. Staff should be able to communicate clearly both verbally and in writing.
- 12) All staff, substitutes and regular volunteers must submit a SCCP "Applicant Medical Statement" or form that has been approved by the SCCP from a health care provider prior to beginning employment in a UCS Children's Center. The initial statement must be completed within the 12 months prior to the individual's start date in the Children's Center. Such statement must give satisfactory evidence that the individual is physically fit to provide child day care, has no diagnosed psychiatric or emotional disorder which would preclude the individual from providing child care, and is free from communicable disease that do not pose a risk to the health and safety of the children in care. The medical statement also must include the results of a Mantoux tuberculin test which has been performed within the 12 months preceding the date of the statement. The statement must be updated when an event or condition reasonably calls into question an individual's ability to provide safe and suitable care.
- 13) All potential and current staff, substitute, and regular volunteer applicants must be cleared through the Statewide Central Register of Child Abuse and Maltreatment in accordance with any applicable provisions of law. Applicants must provide the names, addresses and day-time phone numbers of at least three references, other than relatives, who can attest to the applicant's character, habits and personal qualifications; and the applicant must complete a criminal history review and provide a sworn statement indicating whether he or she has ever been convicted of a misdemeanor or felony in New York State or any other jurisdiction. The results of these inquiries must be considered in determining whether to hire an applicant or use an applicant as a volunteer.
 - a) If the provider has not received a response from the Statewide Central Register of Child Abuse and Maltreatment to the provider's request for information regarding the applicant, the applicant may be hired or used as a volunteer on an interim basis pending the receipt of a response from the Statewide Central Register. Under no circumstance shall the applicant be left alone with any child or group of children until the response has been received. However, no person may be a staff member or volunteer who has been convicted of a misdemeanor or felony against children.
- 14) Provider shall ensure that no employee, substitute or volunteer that will work in the Center is listed on the New York State Sex Offender Registry maintained by the New York State Division of Criminal Justice Services.

R. Training

- 1) Provider is responsible for ensuring that all Children's Center staff receives NYS Education Department approved training for professionals: Mandated Reporter Training in Child Abuse and Neglect/Maltreatment Identification before beginning work in the Center.
- 2) Provider is responsible for ensuring that all staff, volunteers and interns have received training on the use of developmentally appropriate language with children before actually beginning to work in the Center with children.
- 3) Provider is responsible for ensuring that all Children's Center staff receives CPR and First Aid training within three months of beginning work in the Center, and that thereafter, certifications are kept up to date.
- 4) Provider is responsible for ensuring that all staff and volunteers have received training in Center emergency and security procedures.
- 5) Provider is responsible for ensuring that all paid Children's Center staff receives eight hours of additional child-care training beyond Training items 1-4, on an annual basis. A schedule of both required and supplemental staff trainings for each Children's Center staff person shall be submitted to the SCCP office annually.
- 6) Staff training shall be kept current and up-to-date and must include full attendance at any SCCP sponsored conferences.

S. Management and Administration

- 1) Children's Center staff must be supervised on a regular and ongoing basis by appropriate and qualified management/administration from the provider organization. This shall include at a minimum, monthly half-day on-site visits and weekly telephone contacts. Supervision must ensure that Children's Centers Operational Standards and Regulations are being upheld. The provider organization is responsible for staff observations at least annually.
- 2) Provider shall establish and provide to SCCP for approval a comprehensive staffing plan that shall include provisions regarding paid employees, vacation and sick day coverage, volunteers, substitute care and description of ongoing supervision. Any changes in staff or supervisory positions will be reported to SCCP when they occur.
- 3) Provider shall establish a written policy for substitute care and a chain of agency notifications in the event of staff illness or emergency.
- 4) Provider shall establish a procedure, such as judicial representation on the Children's Center Advisory Committee, or by the use of a mediator designated by the court, thru

which judges, court personnel, and the Children's Center parties shall communicate concerns or questions regarding the operations of the Center.

- 5) In accordance with Incident/Accident reporting requirements, the provider must forward to SCCP any complaints received from caregivers who either utilized the Center or sought to utilize the Center as well as any notification of complaints by judges or court personnel or other stakeholders.
- 6) Provider must provide the SCCP with a copy of all forms used by the provider agency and Children's Center regarding any operations and record keeping of the Children's Center.
- 7) Provider must maintain on file in the Children's Center, available for inspection by the SCCP or its designees at any time, copies of the following records in a current and accurate manner:
 - a) a list of substitutes for Center staff;
 - b) documentation of training sessions/hours attended by staff in accordance with UCS Children's Centers Operational Standards;
 - c) Applicant Medical Statements for all current Children's Center staff, volunteers and substitutes completed within the previous five years.

T. Waivers

- 1) A written waiver on one or more requirements may be issued by the SCCP to a provider. Providers who have been issued a waiver must operate in full compliance of all other requirements and regulations.
- 2) A request for a waiver must be submitted to the SCCP in writing and must include: the specific requirement for which a waiver is sought; the reason the waiver is necessary; a description of what will be done achieve or maintain the intended purpose of the requirement to protect the health, safety and well-being of children.
- 3) Written approval for a waiver will be granted only upon a determination by the SCCP. Waivers may be time limited, at the discretion of the SCCP.
- 4) Waivers must be kept in the Children's Center Minimum Requirement Binder.