

Date: June 11, 2003	CONTRACTS WITH THE UNIFIED COURT SYSTEM	Chapter Two
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Please insert a copy of any of the following contracts that your agency has with the Unified Court System:

1. Community Dispute Resolution Centers Program
2. Judicial District Administrative Office-funded Contract for any of the following:
 - a) Child Custody and Visitation (and Support)
 - b) Child Permanency
 - c) Persons In Need of Supervision (PINS)

AGREEMENT

This Agreement effective «Contract_Start_Date» between the Unified Court System of the State of New York (hereinafter “Unified Court System”) and «Organization_Name» (hereinafter “Contractor”) is for the purpose of providing State funding for community dispute resolution services as an alternative or adjunct to judicial intervention pursuant to Article 21-A of the Judiciary Law. The Unified Court System agrees to provide funding for and Contractor agrees to deliver such services as are set forth in Appendix E to this Agreement.

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

I. TERM OF AGREEMENT

- (A). This Agreement shall be effective retroactive to «Contract_Start_Date» when signed by the parties and approved by all necessary government agencies, and shall continue through «Contract_End_Date» unless terminated earlier or extended pursuant to its terms. This term may consist of annual parts or periods (hereinafter “Period”), each of which may have its own budget and maximum amount of monetary reimbursement by UCS to Contractor for that Period, as provided in Subdivision E and Appendix C of the Agreement. Where necessary, each Period may have its own schedules of anticipated expenses and revenue in the form of new Appendices C and D and its own description of services in the form of new Appendix E, to replace the prior Appendices C, D, and E.
- (B). The initial Period of this Agreement shall commence on «Period_StartDate» and terminate on «Period_EndDate».
- (C). The Annual Budget for each Period shall be subject to UCS approval. In the event that the grant award in the Annual Budget for a new Period exceeds the approved annualized grant award for the immediately preceding Period by more than ten percent

(10%), the Annual Budget for such new Period shall also be subject to the approval of the Office of the State Comptroller.

- (D). The maximum total compensation for the services provided during the term of this Agreement («Contract_Start_Date» -- «Contract_End_Date») as set forth in Subdivision (A) of Section I shall not exceed **«Contract_Amount»**.
- (E). The maximum total compensation for services provided during the initial Period of this Agreement («Period_StartDate» -- «Period_EndDate») as set forth in Subdivision (B) of Section I shall not exceed **«Rev_UCS_Allocation»**.

II. EXTENSION AND TERMINATION

- (A). UCS may terminate the Agreement without cause upon 30 days' written notice to Contractor and with cause forthwith upon written notice to Contractor. Contractor may terminate this agreement only with the prior written approval of UCS and upon 60 days' written notice to UCS. This Agreement may be terminated with cause by the Unified Court System immediately and without prior notice. In the event of termination, the Unified Court System shall not be liable for funding any services after the effective date of termination. In the event the Unified Court System terminates this Agreement, Contractor shall, within 10 days of its receipt of the written notice of said termination, render a final statement of expenses as provided in Section IV. In the event that Contractor terminates this Agreement, Contractor shall render such final statement of expenses within 10 days of the effective date of termination. Nothing in this Article shall be construed to, or shall, increase the maximum total liability of the Unified Court System under this Agreement to an amount in excess of the amount set forth in Appendix C.

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

III. SCOPE OF SERVICES

- (A). Contractor agrees to provide dispute resolution services to the citizens of the county or counties listed in Appendix E of this Agreement. Contractor agrees to comply with all administrative rules and guidelines promulgated by the New York State Unified Court System's Office of Alternative Dispute Resolution Programs. Contractor agrees to comply with section 849(b) of Article 21-A of the Judiciary Law.
- (B). Contractor agrees to provide dispute resolution services without regard to religious affiliation, national origin, race, gender, age, sexual orientation, disability, income, or marital status.
- (C). Contractor agrees to certify mediators in compliance with the guidelines set forth by the Coordinator of the Community Dispute Resolution Centers Program of the Unified Court System (hereinafter "Coordinator") and without regard to the their religious affiliation, national origin, race, gender, age, sexual orientation, disability, income, or marital status.

IV. PAYMENT

- (A). Contractor shall be paid for services rendered and funds actually expended during the term of this Agreement in accordance with the terms of this Agreement. Annual payment shall include a basic grant of up to \$20,000 for each county served by Contractor and may include an additional amount, not exceeding fifty percent (50%) of the amount allocated for said purposes, less the \$20,000 basic grant, as set forth in Appendix C hereto.
- (B). With respect to amounts provided for support personnel set forth in Appendix C, Contractor:
 - (1). May not change the titles of positions, or expend more than the amount allocated or interchange funds on any line for a specific job title or category of job title, without the prior written approval of the Coordinator and the applicable Administrative Judge (hereinafter "Coordinator/Judge"); and
 - (2). May not increase the total number of positions in any specific category of job titles without the prior written approval of the Coordinator/Judge.
- (C). With respect to the amounts provided for operating expenses in Appendix C, Contractor may interchange funds from one category to another, provided that no one category is increased or decreased by more than 20 percent of the original allocations set forth herein without the prior written approval of the Coordinator.
- (D). In the event that this Agreement is terminated by the parties, or otherwise, before its full term has expired, Contractor shall submit to the Coordinator/Judge a final statement of expenses. The amount payable to Contractor by the Unified Court System shall be prorated to reflect the expired portion of the term, and any overpayment created by the

difference between expenses actually incurred and the amount for which advance payment was made shall be refunded by the Contractor.

- (E). The Contractor shall identify in Appendix D all sources of revenue designated for the Program. Any funds designated for the Program received by the Contractor during the term of this Agreement in addition to those set forth in Appendix D shall be reported to the Coordinator/Judge pursuant to the terms of Subdivision (B) of Section V below.

V. VOUCHERS; RECONCILIATION; ADDITIONAL REVENUE

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

annual Period; or

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

- (C) Within sixty (60) days after the conclusion of each Period in which this Agreement is in effect, Contractor shall submit to UCS a final reconciliation report for the prior twelve (12) month Period detailing the actual final expenses to be charged to the Agreement. If, upon review and approval of such final reconciliation statement, Contractor has expended less than the amount paid by UCS for said Period, Contractor shall submit a check to UCS covering that differential. If, on the other hand, Contractor's approved expenditures for said Period have exceeded the payments already made by UCS to Contractor, UCS shall reimburse Contractor for the difference by submitting another voucher to OSC for payment to Contractor. Nothing contained herein shall increase the maximum amounts payable to Contractor as set forth in Section I of this Agreement or as established by UCS for any Period subsequent to the initial Period of this Agreement.
- (D) In addition, all non-UCS revenues received by the Contractor which were expended during the contract term shall be subtracted from the expenses actually incurred during the term. If the resulting amount is less than the payments provided pursuant to Paragraph IV (A), the Contractor shall refund the difference to the Unified Court System."

VI. AUDITING OF BOOKS

The Comptroller of the State of New York and the Unified Court System shall have the right to perform both pre - and post - audits of the books of account of Contractor with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and the Unified Court System at any mutually convenient time or times.

VII. MONITORING AND REPORTING REQUIREMENTS

- (A). The Coordinator/Judge shall have the right to conduct on-site inspections and monitoring of the project and office of Contractor at the discretion of the Coordinator/Judge, and Contractor shall cooperate in facilitating such inspections and monitoring.
- (B). Contractor shall submit to the Coordinator Case Profile Information in a format to be provided to Contractor by the Coordinator, for every matter that is screened by Contractor to determine it's appropriateness for alternative dispute resolution services. Contractor shall submit the Case Profile Information, the contents and frequency of which shall be made pursuant to the terms set forth in the official Program Manual of the Community Dispute Resolution Centers Program.
- (C). Contractor shall submit to the Coordinator periodic Progress Reports in a format to be provided to Contractor by the Coordinator. Each Progress Report shall summarize Contractor's activities concerning the provision of dispute resolution services. Contractor shall submit Progress Reports, the contents and frequency of which shall be made pursuant to the terms set forth in the official Program Manual of the Community Dispute Resolution Centers Program.
- (D). Contractor shall give immediate notice to the Coordinator/Judge of:
 - (1). Any material changes in the scope of the services provided pursuant to this Agreement; or
 - (2). Any change in the personnel performing the services provided pursuant to this Agreement.

- (E). Contractor shall provide written notice to the Coordinator of any and all dispute resolution trainings conducted or sponsored by the Contractor not less than thirty days prior to the commencement of such training.
- (F). Contractor shall submit such other reports to the Coordinator/Judge as the Coordinator/Judge may from time to time require.

VIII. RETENTION OF RECORDS

- (A). Contractor agrees to retain the following records for the following periods of time:
 - (1). Financial records of the Contractor pertaining to this Agreement shall be retained for a minimum of six (6) years after expiration of this Agreement.
 - (2). A copy of the written agreement or decision subscribed to by the parties, setting forth the settlement of the issues and future responsibilities of each party referred to in section 116.3(e) of the Rules of the Chief Administrator of the Courts [22 NYCRR 116.3(e)] shall be retained for a period of six (6) years after execution.
 - (3). A summary of each case from which Contractor may compile the information required to comply with Section VII hereof shall be retained for a period of six (6) years after termination of the case.
- (B). All other records may be disposed of at the discretion of the Contractor. The Coordinator/Judge reserves the right in his, her or their discretion to add to the list of records that must be retained or alter the period of retention.

IX. STATUS OF CONTRACTOR, ITS EMPLOYEES, AND ITS VOLUNTEERS

- (A). Contractor's status hereunder is that of independent contractor.
- (B). No employee of the Contractor or volunteer providing dispute resolution or other services pursuant to this Agreement is an employee of the Unified Court System.

Contractor alone is responsible for the work, direction, compensation and personal conduct of such employees and volunteers while providing services pursuant to the terms of this contract.

X. INDEMNIFICATION

- (A). Nothing contained in this Agreement shall impose any liability or duty upon the Unified Court System, its agents or employees, to persons or other entities employed or engaged by Contractor as employees, servants, volunteers, or agents or in any other capacity, nor shall make the Unified Court System, its agents or employees, liable for the acts, omissions, liabilities, obligations or taxes of whatever nature, including without limitation, unemployment insurance and worker's compensation, of Contractor or its employees, servants, volunteers, agents or independent contractors.
- (B). Contractor agrees to indemnify the Unified Court System against all liability, losses, costs, and expenses (including reasonable counsel fees) which the Unified Court System may incur by reason of:
 - (1). The breach by Contractor of any terms, provision, covenant, warranty, or representation contained herein;
 - (2). Contractor's performance or failure to perform under this Agreement; and
 - (3). The enforcement of this Agreement or any of its provisions.
- (C). In addition to and not in limitation of the provisions set forth in this section, Contractor agrees to return all funds granted pursuant to this Agreement in any three-month period in which a breach of Subdivisions (B) and (C) of Section IV of this Agreement occurs.

XI. NOTICE

All notices under this Agreement shall be deemed duly given upon delivery, if delivered by hand against receipt, or three (3) days after posting, if sent by regular mail, to a party at the following addresses:

Unified Court System

Office of Court Administration
Division of Court Operations
Office of ADR Programs
98 Niver Street
Cohoes, NY 12047

«Organization_Name»

«AgencyInfo_LocalAddress»
«AgencyInfo_LocalAddress2»
«AgencyInfo_LocalCity», NY
«AgencyInfo_LocalPostalCode»

Attention: Mark V. Collins

XII. SEVERABILITY

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

XIII. AMENDMENT OR AGREEMENT

The terms and conditions contained in this Agreement, together with its Appendices, represent the full understanding of the parties and no part hereof shall be deleted or changed without the express written consent of both parties.

XIV. APPLICABLE LAW

- (A). This Agreement shall be governed by and construed in accordance with the law of New York State.
- (B). Contractor and the Unified Court System agree that each shall perform its obligations hereunder in accordance with all applicable New York State laws, rules and regulations

now or hereafter in effect, including the Rules of the Chief Administrator governing the Community Dispute Resolution Centers Program.

XV. OTHER TERMS AND CONDITIONS

- (A). The headings used in this Agreement are for reference purposes only and are not controlling.
- (B). All references to the Chief Administrator in this Agreement shall be deemed to include the Chief Administrator of the Courts or the Chief Administrator's designee.

XVI. APPENDICES TO CONTRACT

- (A). Appendix B shall consist of a photocopy of either Contractor's Certificate of Incorporation as issued by the New York State Department of State or a Letter of Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code as issued by the federal Internal Revenue Service.
- (B). Appendix E shall set forth the following information:
 - (1). The county or counties to be served by Contractor; and
 - (2). A description of the services to be provided.
- (C). Appendices A, B, C, D, and E, attached hereto, are made part of this Agreement. Pursuant to Subdivision (A) of Section I of this Agreement, Appendices C, D, and E may be replaced for each Period. Where Appendices C, D, and E for a new Period replace Appendices C, D, and E for a prior Period, the new Appendices C, D, and E shall be made part of this Agreement.

WHEREFORE, the Unified Court System and Contractor have caused this Agreement to be executed as follows:

Agency Certification

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

«Organization_Name»**Unified Court System
State of New York**

Contract No. «Contract»

By:

By:

Title

Ronald P. Younkins
Chief of Operations,
Office of Court Administration

Date

Date

Attorney General's Signature**Comptroller's Signature**

Dated_____

Dated_____