



NEW YORK STATE UNIFIED COURT SYSTEM

Request for Proposals #043
OCA / Professional and Court Services

Drug Court Treatment Services
Oneida County, New York

Proposal Cover Sheet

Legal Name of Applicant	
Executive Director/CEO	
Proposal Contact Person, Title, Phone Number and Email Address	
Summary of Proposal (2 or 3 sentences)	
Total Funding Requested	
Address	
Phone	
Fax	
Email	
Website Address (not required)	
Federal Tax Identification No. (TIN)	
Signature of officer authorized to enter into contracts on the organization's behalf	

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 Proposal

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I. BACKGROUND INFORMATION

The New York State Unified Court System (UCS) Office of Court Administration's Division of Professional and Court Services (DPCS) is soliciting proposals (RFP) for the purpose of establishing a contract to coordinate and provide treatment services for the Oneida County Drug Court (OCDC).

UCS operates problem-solving courts, among them drug courts, which help judges and court staff respond to the needs of participants and the community. Problem-solving courts look to the underlying issues that bring people into the court system, employ innovative approaches to address those issues, and seek to simplify the court process for participants. A drug court involves an intervention by the court in cooperation with a team of specialists in social services, treatment, and criminal justice professionals in the local community. In return for a promise of a reduced sentence, appropriate non-violent addicted offenders are given the option of entering voluntarily into court-supervised treatment. The rules and conditions of participation are clearly stated in a contract entered into by the defendant, the defense attorney, the district attorney, and the court.

II. PROJECT INFORMATION

UCS is the recipient of a grant (the "Grant") by the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMSHA) for the purpose of funding the OCDC to enhance existing drug court programming to include trauma-specific, evidence-based services (the "Project"). The goal of the Project is to improve expand and enhance service delivery and outcomes for justice-involved individuals with substance abuse disorders and trauma histories. Specifically, the Project goals are to:

- 1) Develop and execute comprehensive treatment plans for OCDC participants that include substance abuse treatment and evidence-based practices;
- 2) Expand and enhance services to participants to include provision of evidence-based practices;
- 3) Provide participants with targeted clinical support; and
- 4) Increase attendance at treatment and ancillary services and successful completion of the OCDC drug court treatment program (the "Program").

The maximum available funding for this component of the Program is \$935,055 over the grant period (September 30, 2018-September 29, 2023) (hereinafter "Grant Period or "Grant Term").

III. AWARD

A single contract will be awarded for a term of five (5) years (“Contract Term”) effective on or around October 15, 2018. UCS shall have the option to extend the contract for a maximum of twelve (12) months upon the same terms and conditions, as of the expiration date of the contract term. Any such extension are subject to the approval of the NYS Attorney General and the NYS Comptroller

IV. MINIMUM QUALIFICATIONS

OASAS Certification

Only treatment providers duly certified by the New York State Office of Alcohol and Substance Abuse Services (OASAS) and who have present facilities in, or the ability to provide Project services within, Oneida County, New York during the Grant period, shall be considered for award.

V. Project Services

UCS seeks proposals for the provision of the following services (“Project Services”):

- 1) Develop and execute comprehensive treatment plans for approximately 40 OCDC participants per year that include substance abuse treatment and evidence-based practices.
- 2) Expand and enhance services to participants to include provision of evidence-based practices.
- 3) Provide participants with targeted clinical support.
- 4) Increase attendance at treatment and ancillary services and successful completion of the OCDC drug court treatment program (the “Program”).
- 5) Positively impact OCDC participants by engaging them in services.
- 6) Measure Program success.
- 7) Assist the OCDC in collecting and compiling data pursuant to the Government Performance and Results Act (GPRA) and as required by SAMHSA for periodic reporting.
- 8) Submit such reports to UCS as UCS may from time to time request, including but not limited to, an annual summary of caseload activity.
- 9) Attend conferences, meetings and training seminars related the Program or Project Services as directed by UCS.

VI. INSURANCE REQUIREMENTS

Awarded applicant shall be required to maintain during the Grant Term and any renewal or extension

term, the insurance specified in Exhibit 2 hereto (Insurance Requirements), at their own cost and expense.

VII. AWARD SELECTION CRITERIA AND METHOD OF AWARD

A single award will be made to a responsible applicant that receives the highest composite (technical + cost) score in excess of the minimum score, as determined by the selection criteria set forth herein.

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

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

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

Proposals will be scored as follows:

Technical Criteria (70%)	Maximum Points
Organization Capacity	35
Program and Staffing Plan	35
Maximum Technical Points	70
Cost	30
Maximum Cost Points	30
MAXIMUM TOTAL POINTS	100

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

Cost submissions will be scored as follows:

The proposal with the lowest cost will be awarded maximum points (30); each higher cost proposal will be award points according to the following formula:

$$\frac{\text{lowest cost proposal}}{\text{higher cost proposal}} \times 30$$

For example: Assuming the lowest cost proposal is \$100 and the next higher cost proposal is \$125, the \$100 cost proposal would be awarded 30 points and the \$125 cost proposal 24 points based on the following computation:

$$100 \div 125 = (.8) \times 30 = 24$$

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

VIII. REQUIRED DOCUMENTS

General Requirements

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

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

a. Narrative Description - Organizational Capacity

Applicants must submit a narrative description of no more than 4 pages (except for requirement # 11) addressing all of the organizational capacity requirements listed below:

1. Briefly describe the applicant's ability to serve the geographic area required.
2. Briefly describe the organization's current principal activities.
3. Briefly describe the applicant's experience regarding, philosophy of, role in and approach to evidence-based treatment services.
4. Describe how the funding requested in this RFP will enhance the overall mission and services that the organization currently provides.
5. Describe the organization's capacity to effectively manage government funded programming including, but not limited to the ability to meet fiscal and programmatic reporting requirements, making effective use of technical assistance provided by funding entities, and working in partnership with the OCDC.
6. Briefly describe the organization's financial management system and internal controls procedure.
7. Describe the organization's experience and expertise providing services to the substance abuse population and experience, if any, providing treatment services for SAMSHA. Include the number of and duration of projects, if any.

8. Describe the organization's experience, if any, with other government-funded programs.
9. Describe the organization's experience and expertise providing services to individuals involved in the criminal justice system. Include the number of and duration of projects, if any.
10. Describe the organization's policies and procedures to ensure client confidentiality.
11. Provide an organizational chart showing all supervisory staff (will not be included in the page limit).

b. Project Resumes

Submit resumes for all staff who will provide Project Services

c. Project Description

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

1. Describe the applicant's plan to implement specific evidence-based treatment services within the OCDC, including the manner of collaboration and the proposed design process.
2. Provide a detailed plan to collect quantitative and qualitative data, including types of data points.
3. Describe the applicant's plan to assist the court in data collection and compilation pursuant to the Government Performance and Results Act (GPRA).
4. Describe the applicant's plan to work with the OCDC, to ensure GPRA court-client outcome data is being collected at appropriate points in time as required by SAMHSA.
5. How will the applicant provide feedback to the OCDC Team on an effective and ongoing basis? Include information about the timing and content of proposed feedback and how the applicant will ensure that feedback is structured to promote data informed policy changes.
6. Describe the applicant's plan to staff the Project, including all necessary staffing for the full implementation of the Project.

7. Describe the applicant's experience implementing the Ten Key Components of Drug Courts and Drug Courts Best Practices, if any.

d. Line Item Budget Proposal

Applicants must submit line item budget proposal indicating the total amount funding requested *for each year within* the five (5) year Grant Period, as well as the total proposed budget amount for the entire period. The budgets must be submitted on the Required Budget Form available at <http://nycourts.gov/admin/bids/currentsolicitations.shtml>.

The maximum total budget amount for the Grant Term may not exceed \$935,000. Proposals with total budgeted costs in excess of such amount will not be considered and applicant's proposal will be disqualified.

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, whether or not included in its budget.

1. Non-Allowable Costs/Expenses

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

- Major capital expenditures
- Interest costs
- Fundraising costs
- Advertising costs (except for recruitment of project personnel, program outreach and recruitment of participants)
- Entertainment costs
- Costs for dues, attendance at conferences or meetings of professional organizations (unless attendance is required by UCS)

2. Budget Narrative

Applicant must submit a narrative of not more than 3 pages that briefly describes the expenses included in each budget category of its budget proposal, and how they relate to the Project Services. The Personal Services description must include a brief description of responsibilities. The NPS description must include a brief description of how each expense category relates to the provision of Project Services. For travel expenses, if any, explain which staff will be traveling and the destination, purpose, and frequency of travel.

e. Additional Documents

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

IX. SUBMISSION OF PROPOSAL

a. Proposal Delivery

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

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

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

“Deliver immediately to Amelia Hershberger”
“Sealed Application - Do not open”
“ONEIDA SERVICES RFP – Due 10/11/18 at 2PM”
Proposals will not be accepted electronically or by fax.

b. Submission Deadline

Applications will not be accepted electronically or by fax. Applications must arrive at the address below by no later than **Thursday, October 11, 2018 at 2PM.**

X. QUESTIONS

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

Amelia Hershberger
ahershbe@nycourts.gov

Please indicate in “Subject” field: OCDC Treatment Services RFP Question(s)

The deadline to submit questions is **Tuesday, October 2, 2018 at 2pm.** No questions will be entertained

after this deadline. A written Questions & Answers (Q&A) listing all questions received and their answers will be posted on the UCS website at www.nycourts.gov/admin/bids in the Addenda column for the appropriate solicitation and mailed to the applicants list promptly after this deadline.

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

XI. GENERAL SPECIFICATIONS

Charities Registration (not-for-profit corporations only)

Not-for-profit vendors must be registered with the New York State Office of the Attorney General as a charitable organization, and the registration must be up to date at the time of contracting. Vendors must be sure all their documents are up-to-date and comply with the vendor responsibility requirements as outlined below. To determine the status of your charities registration information, contact:

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

Federal Requirements

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

(See <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-termsconditions> for current SAMHSA grant terms and conditions.

Subcontracting

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

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

Online RFB/RFP Package: Disclaimer

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

Binding Nature of Bid/Proposal on Applicants

All bids/proposals shall remain binding on applicants until such time as UCS provides written notification of its intent to award the contract to a specific applicant or until the applicant withdraws its bid/proposal in writing, whichever occurs first.

Estimated Quantities

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

Compliance with Laws

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

Independent Contractor Status

It is expressly understood and agreed that the awarded contractor’s status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an employee of the UCS, OCA or State of New York. The awarded contractor shall be solely responsible for the work, assignment, compensation, benefits and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants or corporations employed or engaged by the awarded contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, unemployment and Workers’ Compensation insurance of the awarded contractor or any of its employees or subcontractors.

UCS reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, UCS may reject any bids/proposals from any applicants who are in arrears to the State of New York upon any debt or performance of any contract; or who have previously defaulted on any contractual obligations, (as contracting party, surety or otherwise), or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New

York, who have any proceeding pending against them relating to the responsibility or qualification of the applicants to receive public contracts, whose proposal is incomplete or otherwise non-responsive in any material respect, or who are found to be non-responsible based on any of the criteria specified in the section headed 'Responsible Applicant'.

Rejected and Unacceptable Bids/Proposals

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

Responsible Applicant

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

Clarification/Correction of Bids/Proposals

In addition to any rights articulated elsewhere in this solicitation, UCS reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a applicant's proposal and/or to determine a applicant's compliance with the requirements of this solicitation. This clarifying information, if required in writing by UCS, must be submitted by the applicant, in accordance with formats as prescribed by UCS at the time said information is requested and, if received by the due date set forth in UCS's request for clarification, shall be included as a formal part of the applicant's proposal. Clarifying information, if any, whether provided orally, visually or in writing will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection of the applicant's proposal. Nothing in the foregoing shall mean or imply that it is obligatory upon UCS to seek or allow clarifications or corrections as provided for herein.

Indemnity

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

Unified Court System Self-Insurance

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

Confidentiality

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

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

Confidential/Proprietary Information

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

(Freedom of Information Law). Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

Financial Stability

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

Termination

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

Implied Requirements

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

Silence of the Specifications

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

Work for Hire

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

EXHIBIT 1

DOCUMENT ENCLOSURE CHECKLIST

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

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

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

EXHIBIT 2

INSURANCE REQUIREMENTS

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

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

Proof of Workers' Compensation Coverage

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

Proof of Disability Benefits Coverage

- Form DB-120.1 - Certificate of Disability Benefits Insurance, or
- Form DB-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) 462-882
(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 12047

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

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

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

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

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

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

EXHIBIT 3

**EVALUATION TOOL
TECHNICAL PROPOSAL SUMMARY RATING SHEET**

APPLICANT: _____

Organizational Capacity (35 points possible) A. _____

Program and Staffing Plan (35 points possible) B. _____

Total Points: 70 points **TOTAL** _____

A minimum average score of 35 is required for a contract to be awarded.

EVALUATOR (Print) _____

(Signature) _____

DATE ___ / ___ / ___

DETAIL RATING SHEETS

PROPOSAL: _____

REVIEWER: _____

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.

A. ORGANIZATIONAL CAPACITY (35 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. Rate the appropriateness of the applicant’s philosophy and current principal activities with respect to the provision of Project Services *(up to 4 points)*

_____ A2. Assess the applicant’s stated experience working on government funded projects. *(up to 3 points)*

_____ A3. Assess the applicant’s stated capacity to provide services for grant programs from the Substance Abuse and Mental Health Services Administration, *(up to 10 points)*

_____ A4. Assess the applicant’s stated capacity to provide services in a court or criminal justice setting. *(up to 8 points)*

_____ A5. Assess the applicant’s capacity to collect Government Performance and Results Act (GPRA) data. *(up to 5 points)*

_____ A6. Assess the applicant’s capacity to provide services in an outpatient drug and alcohol treatment setting, considering prior projects if applicable. *(up to 5 points)*

SUBTOTAL FOR PART “A” (A1 + A2 + A3 + A4 + A5 + A6) _____

B. PROGRAM AND STAFFING PLAN (35 POINTS POSSIBLE)

_____ B1. Assess the applicant’s plan to administer evidence-based practices with respect to quality of design and quality of collaboration. Is the plan feasible and appropriate? *(up to 5 points)*

_____ B2. Assess the applicant’s plan for data collection for both qualitative and quantitative data. Are the data points indicated appropriate to the Project and is the plan for collection feasible? *(up to 5 points)*

_____ B3. Assess the applicant’s plan for data collection and compilation of data pursuant to GPRA. Is the plan for collection and compilation feasible and appropriate? *(up to 5 points)*

_____ B4. Assess the applicant’s plan to provide continuous feedback to court. Is the plan likely to be effective, timely and structured to promote data informed policy changes? *(up to 5 points)*

_____ B5. Assess the applicant’s ability to provide feedback to the OCDC team in a timely and effective manner? *(up to 5 points)*

_____ B6. Assess the applicant’s plan to staff the Project. Is the plan likely to result in a fully functional project? *(up to 5 points)*

_____ B7. Assess the applicant’s ability to integrate evidence-based practices into the ODCC. Will The applicant have the capacity to integrate services at current court capacity? *(up to 5 points)*

SUBTOTAL FOR PART “B” (B1 + B2 + B3 + B4 + B5 + B6 + B7) _____

EXHIBIT 4
APPENDIX B

Terms and Conditions Applicable to Materials Produced Under the Agreement

1. Contractor acknowledges and agrees that UCS has ordered and/or specially commissioned the services, deliverables and materials that Contractor is required to produce pursuant to this Agreement (the "Work"), whether in written form, on tape, computer-readable media or other tangible form. Except as otherwise specified in this Appendix B, Contractor agrees that (i) UCS shall be the sole owner of the Work and (ii) the Work shall be considered a "work made for hire" as that term is used under federal and state law. UCS or its authorized designee shall have all right, title and interest of every kind and nature, whether now known or hereafter devised and including, without limitation, all copyrights and renewals and extensions thereof, in and to the Work, including without limitation any editions and versions thereof, without payment of any royalty or other compensation. Without limiting the foregoing, and except as otherwise specified in this Appendix B, if all or any part of the Work is not so deemed a "work made for hire," Contractor hereby irrevocably grants, assigns, transfers and sets over to UCS or its authorized designee all rights of any kind and nature in and to the Work that he/she/it may possess or come to possess, including without limitation all copyrights and renewals and extensions thereof, without payment of any royalty or other compensation. Contractor agrees to execute and deliver to UCS any assignments and other documents requested by UCS confirming the assignment to UCS or its authorized designee of all rights in the Work and to fully cooperate with UCS in registering and protecting UCS's rights to and interests in the Work. Upon request of UCS during any stage of thereof, Contractor shall deliver all such Work to UCS.
2. Contractor represents and warrants that the Work shall be created solely by Contractor, be original, and does not infringe upon any the copyright, trademark, patent or other proprietary rights of any third party, including without limitation the right to use or display the name, face or likeness of any person. Furthermore, Contractor represents and warrants that the Work and any other materials used in connection with this Agreement shall not include or incorporate in any way the work or materials of any third party with rights to such work or materials, or the name, face or likeness of any person, unless Contractor has (i) advised UCS of this and (ii) the appropriate written authorizations, releases, licenses or other permits to allow UCS and Contractor to use the Work and any other materials used in connection with this Agreement without violating such rights have been obtained and delivered to UCS. The form of such authorizations and other documents is subject to UCS's approval.
3. All rights granted to UCS hereunder are irrevocable and shall vest and remain perpetually vested in UCS and UCS's successors and assigns without payment of any royalty or other compensation, whether this Agreement expires or is terminated, and shall not be subject to rescission, cancellation or termination by Contractor for any cause whatsoever.
4. If applicable, Contractor shall own and retain all proprietary rights to any materials produced by Contractor prior to the Effective Date, or not as a result of this Agreement ("Contractor's Property"), even if such materials are incorporated into the Work. If any such materials are incorporated into the Work, Contractor hereby licenses to UCS or its authorized designee, in perpetuity, at no additional cost or expense, the non-exclusive, irrevocable worldwide rights to reproduce, display and otherwise use Contractor's Property as part of the Work.
5. If master tapes are created in the production of the Work, upon receipt of final payment for the Work, Contractor will provide these to UCS, except for the master tapes to Contractor's Property (if applicable).
6. If requested by UCS, Contractor shall include in the Work a copyright notice in the following form: "Copyright (or ©) [year] New York State Unified Court System". All rights reserved." If applicable, the notice shall be computer-readable and clearly visible to viewers for at least three seconds.

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