

AGREEMENT
BETWEEN
THE NEW YORK STATE UNIFIED COURT SYSTEM
AND
«Organization_Name»

This Agreement, between the NEW YORK STATE UNIFIED COURT SYSTEM, 25 Beaver Street, New York, New York 10004 ("UCS") and «Organization_Name», a New York not-for-profit corporation having its principal office at «Contract_Letter_QryAgencyInfo_LocalAdd» «Contract_Letter_QryAgencyInfo_LocalAdd1», «Contract_Letter_QryAgencyInfo_LocalCit», New York «Contract_Letter_QryAgencyInfo_LocalPos», ("Contractor"), is for the purpose of providing funds for a Children's Center in the «CountiesServed».

WHEREAS, UCS issued Request for Proposals OCA/ADRCIP-003 ("RFP") in 2011 to fund the operation of Children's Centers; and

WHEREAS, in response to this RFP, Contractor submitted a Proposal ("Proposal") on July 7, 2011, on the basis of which Contractor has been selected by UCS to receive funding to operate a Children's Center in Contractor agrees to provide the services necessary to operate the Children's Center in the [Courthouse]. The Children's Center shall provide service to litigants

with court business in areas including, but not limited to, District, Supreme, Family Courts and Probation; and

WHEREAS, it is the intent of the parties that this document shall set forth the terms and conditions pursuant to which Contractor shall receive funding from UCS for the operation of this Children's Center;

NOW THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

I. REQUEST FOR PROPOSALS AND PROPOSAL

The Request for Proposals OCA/CPA-ADRCIP #003 ("RFP") issued by UCS in 2011 for the submission of proposals concerning the funding of Children's Centers in New York State and the Proposal concerning the operation of a Children's Center, which was submitted to UCS by Contractor on in response to the RFP, are incorporated herein by reference.

II. TERM

A. When signed by the parties and approved by all necessary government agencies, this Agreement shall be a multi-year contract, in effect from August 15, 2011 through March 31, 2015, unless terminated earlier pursuant to its terms. The term of this Agreement shall consist of individual Budget Periods ("Budget Period"), each of which shall have its own maximum

amount of compensation by UCS to Contractor for that Budget Period, as provided in Section V below.

B. The initial Budget Period of this Agreement shall commence on August 15, 2011 and shall terminate on March 31, 2012.

C. The maximum compensation to Contractor for each Budget Period subsequent to the initial Budget Period shall be established by UCS following submission by Contractor of a proposed budget for the subsequent Budget Period. Approximately sixty (60) days prior to the expiration of the initial Budget Period and to each subsequent Budget Period, UCS shall provide written notification to Contractor indicating the maximum compensation for the next Budget Period. The Budget for each budget period shall be subject to UCS approval. Any proposed modification to the contract which results in a change of greater than 10% to any major budget category (salaries, fringe benefits, supplies, equipment, travel and other non-personnel services) must be submitted to OSC for approval.

III. TERMINATION

A. This Agreement may be terminated with or without cause by UCS upon thirty (30) days' written notice to Contractor.

B. This Agreement may be terminated by Contractor only with the prior approval of UCS and upon sixty (60) days' written notice to UCS.

C. If, at any time, the Chief Administrative Judge or his designee determines that Contractor is not adequately providing services pursuant to this Agreement or that Contractor is otherwise violating any material provision of this Agreement, UCS may, in its discretion, employ

either or both of the remedies set forth in Subparagraphs 1 and 2 below, as it deems appropriate, or, in lieu of either of these remedies, terminate the Agreement pursuant to Subparagraph 3 below:

1. UCS may require that, within a time period designated by UCS, Contractor shall submit a Corrective Action Plan to UCS. Upon approval of the Plan by UCS, Contractor shall implement such Plan in accordance with a schedule to be determined by UCS; or

2. UCS may halt the disbursement of funds payable to Contractor pursuant to this Agreement. UCS shall notify Contractor in writing that the disbursement of funds has been halted and the reason for such action as soon as possible after such action has been taken; or

3. UCS may terminate this Agreement forthwith, without prior notice to Contractor.

C. UCS also may terminate this Agreement forthwith without prior notice to Contractor upon the filing of a petition in bankruptcy or insolvency by or against Contractor.

D. This Agreement shall be deemed terminated immediately in the event that funds for the Agreement become unavailable.

E. In the event of termination of this Agreement pursuant to this or any other Section of this Agreement, UCS shall be liable only for those services actually performed by Contractor up to and including the effective date of termination. Contractor shall not incur any new obligations after the effective date of termination. Within ten (10) days of the effective date of termination, Contractor shall render a final statement of expenses to UCS as provided in Section VI below. Nothing in this Section shall be construed to or shall in fact increase the maximum total liability of UCS to Contractor under this Agreement to an amount in excess of that set forth

in Section V below or as established by UCS for a Budget Period subsequent to the initial Budget Period.

F. Should funding become unavailable, this Agreement may be suspended until funding becomes available. In such event UCS shall notify Contractor immediately of learning such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this Agreement beyond March 31, 2015.

IV. SCOPE OF SERVICES

A. Contractor agrees to provide the services necessary to operate the Children's Center in «CountiesServed». The Children's Center shall be run in accordance with the requirements set forth in: (1) the body of this Agreement; (2) the Minimum Requirements set forth in Appendix C, which is attached hereto and made a part hereof; and (3) Contractor's Proposal. The terms of this Agreement and its appendices shall take precedence over the terms of the Proposal. No requirement for the operation of the Children's Center may be waived by Contractor without the prior written approval of UCS.

B. Contractor may not make any material change in the services it is providing pursuant to this Agreement without the prior written approval of UCS.

C. In providing services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the Americans with Disabilities Act.

V. MAXIMUM COMPENSATION

The maximum total compensation to Contractor from UCS for the services provided pursuant to this Agreement for the first Budget Period of this Agreement, i.e., for the Budget Period from August 15, 2011 to March 31, 2012, shall not exceed «Rev_UCS_Allocation». Maximum compensation for all subsequent Budget Periods shall be established in accordance with Section II(C) above. The maximum total compensation to Contractor from UCS for the services provided pursuant to this Agreement for length of the multi-year term of this Agreement, i.e., August 15, 2011 to March 31, 2015, shall not exceed «Contract_Amount».

VI. REIMBURSEMENT AND PAYMENT

A. During the term of this Agreement, Contractor shall be reimbursed for funds actually expended in the provision of services rendered under this Agreement in accordance with the purposes, rates, amounts and manner set forth in this Section and in the budget for the relevant Budget Period. The budget for the initial Budget Period is set forth in Appendix B, which is attached hereto and made a part hereof. In accordance with the procedures set forth in Section II(C) above, a new budget shall be agreed upon by the parties for each subsequent Budget Period, which new budget shall be incorporated into this Agreement by reference and shall replace the budget now contained in Appendix B.

B. Except as otherwise provided in Paragraph C below, payments shall be made in arrears on a quarterly basis and shall be processed upon submission by Contractor and approval by UCS of appropriate statements and vouchers in formats acceptable to UCS and OSC.

C. To the extent permitted by law and regulation, thirty (30) days prior to the beginning of the first quarter of each year in which this Agreement is in effect, Contractor may

submit to UCS a request for a single advance payment of up to twenty-five percent (25%) of the annual maximum compensation by UCS for that year. All other payments made during an annual Budget Period shall be made in accordance with Paragraph B above. The advance payment described in this Paragraph C may be made at the discretion of UCS only upon submission by Contractor of an appropriate voucher, together with sufficient supporting documentation, in a format acceptable to UCS and OSC.

D. At the end of each quarter of every annual Budget Period in which this Agreement is in effect, Contractor shall submit to UCS an expenditure voucher detailing the approved actual costs incurred pursuant to this Agreement during the immediately preceding three (3) month period. These quarterly expenditure vouchers shall be submitted by Contractor to UCS no later than thirty (30) days after the close of the three (3) month periods ending March 31, June 30, September 30 and December 31 in every annual Budget Period in which this Agreement is in effect. Following review and approval of the quarterly expenditure voucher, UCS shall submit a voucher to OSC for payment to Contractor based on the approved expenses.

E. In the event that Contractor receives an advance payment pursuant to Paragraph C above in any annual Budget Period, subsequent payments to Contractor for the first, second and third quarter of that annual Budget Period shall be limited to the lesser of the following:

1. the actual expenses incurred and approved for payment during that quarter of the Budget Period; or
2. twenty-five percent (25%) of the approved budget for the Budget Period.

F. Within forty-five (45) days of the conclusion of each Budget Period in which this Agreement is in effect, Contractor shall submit to UCS a final reconciliation statement for the

prior twelve (12) months, 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 during the prior twelve (12) months, Contractor shall, within thirty (30) days, submit a check to UCS covering the difference. If Contractor's approved expenditures for said twelve (12) months 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 amount payable to Contractor as set forth in Section V above or as established by UCS for any subsequent annual Budget Period of this Agreement.

G. Contractor shall identify for UCS in writing all sources and amounts of revenue for the Children's Center received from sources other than UCS. In the event such additional funds are received for services provided pursuant to this Agreement, the funds actually provided by UCS for such services shall be returned by Contractor to UCS. Unless a non-UCS source of funds has specified that its donation must be used in the provision of services at the Children's Center, donations made to Contractor shall not be deemed sources of revenue for the purposes of this Paragraph.

VII. AUDITING OF BOOKS

To the extent that the Children's Center operated by Contractor pursuant to this Agreement is funded in whole or in part by money originating from the New York State Office of Children and Family Services ("OCFS"), UCS and OCFS shall both have the right to perform pre- and post-audits of the books of account of Contractor with respect to the expenditures made

or expenses incurred pursuant to this Agreement. In the event that Contractor is not funded under this Agreement with any money originating from OCFS, only UCS shall have the right to perform such audits. Contractor's books of account shall be open to inspection by UCS and, where applicable, by OCFS, at any mutually convenient time or times. Financial records of Contractor pertaining to this Agreement shall be retained by Contractor for a minimum of six (6) years after the expiration of this Agreement.

VIII. MONITORING AND REPORTING REQUIREMENTS

A. UCS and OCFS shall have the right to conduct on-site inspections and monitoring of the Children's Center and of the office of Contractor at their discretion and Contractor shall cooperate in facilitating such inspections and monitoring.

B. Contractor shall establish, implement and maintain a data collection system for the Children's Center on forms and in accordance with instructions provided by UCS. All information so collected shall be made available to UCS on a regular basis as determined by UCS.

C. Contractor shall also provide such other written and oral reports as UCS may require. All such reports shall conform to the formats required by UCS.

D. All data relating to the services provided pursuant to this Agreement that is developed by Contractor or by any person or entity acting on Contractor's behalf shall remain the sole property of UCS.

E. Any and all information about children and families receiving services pursuant to this Agreement is confidential. Contractor may not use any such information and data except in

accordance with the confidentiality provisions set forth in Section XIV below and with the prior express written authorization of UCS.

F. Prior to the commencement of services at the Children's Center pursuant to this Agreement, Contractor shall submit for review and approval by UCS the rules of the Children's Center, together with all policies and procedures to be implemented in the Children's Center.

G. In accordance with Section B(16) of the Program Requirements provision of Appendix C, Contractor shall notify the UCS Project Director immediately if there is a serious injury or illness or the death of a child in care at the Children's Center. Such notice shall initially be by telephone, email or facsimile, to be followed forthwith by a detailed written report of the incident.

H. As required by Section 1(a)(1) of the Program Requirements provision of Appendix C, quarterly meetings of the Advisory Committee shall be held and Contractor shall provide to UCS a summary of said meetings within ten (10) days after each such meeting.

IX. PROJECT STAFF AND DIRECTORS

A. Upon execution of this Agreement, Contractor shall identify, in writing and for prior approval by UCS, the person who shall serve as Project Director for Contractor, as well as all other persons who shall be responsible for the provision of services under this Agreement.

B. No change or substitution in Contractor's Project Director or in any other management personnel responsible for the provision of services at the Children's Center shall be made without the prior written approval of UCS.

C. UCS shall identify to Contractor the person who, on behalf of UCS, shall be responsible for oversight of the Children's Centers Project and for monitoring the services to be provided by Contractor pursuant to this Agreement. Unless otherwise instructed by UCS or specified to the contrary in this Agreement, all vouchers and other communications shall be directed by Contractor to the UCS Project Director.

X. STATUS OF CONTRACTOR AND ITS EMPLOYEES AND VOLUNTEERS

Contractor's status hereunder is that of an independent contractor. No employee of Contractor and no person performing services under this Agreement for Contractor on a voluntary or any other basis shall be considered an employee of UCS. Contractor alone shall be responsible for the work, direction, compensation and personal conduct of all such employees, servants, agents, independent contractors and volunteers while working or performing services pursuant to this Agreement for Contractor.

XI. LIABILITY, INDEMNIFICATION AND SET OFF

A. Nothing contained in this Agreement shall impose any liability or duty upon UCS, its agents or employees to persons or entities employed or engaged by Contractor as employees, servants, agents or volunteers or in any other capacity, nor shall it make UCS, its agents or employees liable for the acts, omissions, liabilities, obligations or taxes of whatever nature, including without limitation, unemployment insurance and workers' compensation, of Contractor or its employees, servants, agents, volunteers or independent contractors.

B. Contractor agrees to indemnify UCS against all liability, losses, costs and expenses (including reasonable counsel fees) that UCS may incur by reason of a breach by Contractor of any term, provision, covenant, warranty or representation contained herein or in relation to Contractor's performance or failure to perform under this Agreement or by reason of the enforcement by UCS of this Agreement or any of its provisions.

C. In the event that any claim is made or any lawsuit or Notice of Claim is brought against the UCS arising out of negligent or careless acts or omissions of an employee, agent, servant, independent contractor or volunteer of Contractor, either within or without the scope of his or her duties, or arising out of Contractor's negligent or careless performance under the Agreement, UCS may withhold further payments hereunder for the purpose of setting off sufficient sums to cover said claim or action. The rights and remedies of UCS set forth in this Section XI(C) shall be in addition to and not exclusive of any other rights and remedies provided for by law or in this Agreement.

XII. NOTICES

Except as otherwise provided herein, all notices under this Agreement shall be made in writing to the other party's Project Director and shall be deemed duly given upon delivery, if delivered by hand, or three (3) days after posting if sent by regular mail.

XIII. TITLE TO EQUIPMENT

A. Throughout the term of this Agreement and any renewals or extensions thereto, Contractor shall retain title to and possession of all furniture, computers and other equipment

("Purchased Equipment") purchased by Contractor with funds included on the Equipment Line of Contractor's approved Budget, regardless of the UCS or non-UCS source of said funds.

B. Upon termination of this Agreement in accordance with Section III above:

(i) Contractor shall submit a final inventory of all such Purchased Equipment to UCS, which inventory shall conform to the requirements of the New York State Judiciary Financial Planning and Control Manual, no later than ten (10) business days after the effective date of termination.

(ii) Title to all Purchased Equipment purchased less than ten (10) years prior to the effective date of termination shall be automatically transferred to UCS, unless UCS exempts a specific item of Purchased Equipment and provides written notification thereof to Contractor;

(iii) Possession of all non-exempt Purchased Equipment shall be transferred to UCS by Contractor at the times and in the manner determined by UCS; and

(iv) Contractor may retain title to and possession of all Purchased Equipment purchased at least ten (10) years prior to the effective date of termination.

XIV. CONFIDENTIALITY

Contractor agrees to safeguard the confidentiality of all information relating to all persons, both adults and children, who receive services from the Children's Center and shall maintain the confidentiality of all such information in conformity with the provisions of all applicable state and federal laws and regulations. Contractor further agrees that it shall educate, monitor and be responsible for its employees, servants, agents and volunteers who are connected in any way to the provision of services pursuant to this Agreement concerning these

confidentiality requirements. Any breach of confidentiality by Contractor, its employees, servants, agents or volunteers may be cause for the immediate termination of this Agreement.

XV. PUBLICITY, PUBLICATIONS AND COPYRIGHTS

A. Contractor shall submit all written materials and press communications regarding the Children's Center program, including press releases, to UCS for approval prior to publication, release or other dissemination by Contractor.

B. Contractor shall notify UCS immediately of any inquiries regarding the Children's Center and shall notify the UCS Communications Office immediately in the event of any press contacts regarding the Children's Center.

C. All materials pertaining to the Children's Center must refer to the program as a "Children's Center".

D. The results of any activity occurring pursuant to this Agreement may not be published by Contractor without the prior written consent of UCS. Any such publication shall acknowledge the support of UCS and shall state that the opinion, results, findings and interpretations of data contained therein are the responsibility of Contractor and do not necessarily represent the opinion, results, findings, interpretations or policy of UCS.

E. UCS agrees that Contractor may obtain copyright protection for any form, document, publication or report which may be produced as the result of support given or work completed under this Agreement, provided that such form, document, publication or report has received the prior approval of UCS in accordance with Paragraphs A and D above. UCS expressly reserves the right to a royalty-free, nonexclusive and irrevocable license to reproduce,

publish, distribute or otherwise use in perpetuity any and all copyrighted or copyrightable materials resulting from this Agreement or from activity supported by this Agreement. All publications by Contractor covered by this Agreement shall expressly acknowledge the right of UCS to such a license.

XVI. INSURANCE

A. Contractor, at its own expense, shall procure and maintain throughout the term of this Agreement, comprehensive and general liability insurance coverage, as demonstrated by a certificate of coverage, to protect UCS and the children in Contractor's care in the Children's Center against any and all claims, loss or damage, whether in contract or tort, including claims for injuries or death of persons or damage to property, whether such injuries, death or damage are attributable to the negligence or any other acts or omissions by the Contractor or its employees, agents, servants, subcontractors or volunteers. The insurance must cover liability arising from premises operations, independent contractors, products-completed operations, cross liability coverage and liability assumed in contract. Said insurance shall have a limit of not less than \$1,000,000 for bodily injury and property damage per each occurrence and \$2,000,000 in the aggregate. The liability insurance shall be written on the Insurance Services Office's (ISO) Occurrence Form CG 00 01, or on a substitute form that provides equivalent coverages.

B. Contractor, at its own expense, shall also procure and maintain throughout the term of this Agreement professional liability insurance in the amount of \$1,000,000, with tail coverage for two (2) years, for all staff involved with the provision of any and all services in the Children's Center.

C. Unless specifically waived in writing by UCS, the insurance described in Paragraphs A and B above shall be obtained from a company or companies duly licensed to do business in the State of New York. All such insurance shall name UCS as an additional insured and shall contain a provision that, in the event of cancellation or modification thereof, UCS shall be notified in writing at least thirty (30) days in advance. Copies of the Certificates of Insurance shall be delivered to UCS as soon as possible after the Agreement has been approved by OSC, if not sooner.

D. In addition, Contractor shall provide Workers' Compensation, Employers' Liability and Disability Insurance for its employees at the Children's Centers, as required by New York State Law.

E. The insurance coverage limits set forth herein may be provided through a combination of primary and umbrella/excess policies.

XVII. SUBCONTRACTING OF CONSTRUCTION COSTS

In the event that Contractor shall be subcontracting the portion of the services being funded by UCS and provided by Contractor pursuant to this Agreement relating to capital changes in the physical space where the Children's Center shall be located, Contractor shall follow the following procedures:

1. In the event that the funding received from UCS for such physical changes shall range between \$2,500 and \$5,000, Contractor shall, at minimum, solicit at least three (3) bids by telephone for the work to be done.

2. In the event that the funding received from UCS for such physical changes is greater than \$5,000, Contractor shall, at minimum, solicit at least three (3) written bids for the work to be done.

3. Contractor shall submit to UCS copies of and documentation concerning all bids received pursuant to Subparagraphs 1 or 2 above for review and approval. If not contained in the bid itself, the documentation submitted to UCS shall describe the work to be done and the costs of that work, broken down to conform to the bid. Except as otherwise provided herein, the selected bid must be that of the lowest responsible bidder. Contractor shall also provide to UCS a brief written explanation of how the successful bid was chosen. If the selected bid is not the lowest one received, Contractor shall explain how the chosen bid was determined to be reasonable and why its selection is in the best interests of Contractor, UCS and the state.

4. All work to be performed by the subcontractor shall be done in compliance with all applicable federal, state and local laws and regulations.

5. In accordance with Section XVIII(G) below, UCS shall have the right to review and approve any agreement entered into by Contractor for the provision of construction services by a subcontractor.

XVIII. MISCELLANEOUS PROVISIONS

A. Appendix A (standard terms for New York State contracts) is attached hereto and made a part hereof. The terms of Appendix A shall take precedence over any other provision or appendix to this Agreement.

B. Contractor shall comply with the Assurances set forth in Appendix D, which is attached hereto and made a part hereof, to the extent that such Assurances are applicable to the Children's Center Program.

C. The terms and conditions of this Agreement, together with its appendices and all documents incorporated herein by reference, represent the full understanding of the parties and no part hereof shall be deleted or changed without the express written consent of the parties. Any material change or modification in the terms of this Agreement shall be in the form of a written amendment to the Agreement, signed by both parties and, where applicable as determined by UCS, subject to approval by OSC.

D. The headings used in this Agreement are for reference purposes only and are not controlling.

E. 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.

F. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws, rules and regulations of the State of New York.

G. Except as specified in Section XVII above, the rights and obligations of Contractor under this Agreement may not be assigned, subcontracted, transferred or delegated to any other person or organization without the prior express written consent of UCS. In the event that UCS does approve the assignment, subcontracting, transferal or delegation of any of Contractor's rights or obligations under this Agreement, UCS shall have the right to review and

approve any agreement entered into between Contractor and the other party. All such assignees, subcontractors, transferees, or delegates shall conform in every respect to the terms of this Agreement, unless otherwise agreed upon in writing by UCS.

H. Pursuant to Section 5-a of the New York State Tax Law, the sworn certification of Contractor required by Section 5-a (“Contractor Certification”) and copies of any certificates of authority annexed thereto are incorporated herein by reference. Since the term of this Agreement exceeds one (1) year and the Agreement does not include provision for any renewal or extension terms, Contractor shall submit an additional Contractor Certification to UCS annually on or before the day prior to the commencement date of the next succeeding year of the Agreement (“Annual Certification”). Contractor’s failure to submit a required Annual Certification or the Contractor’s submission of a false initial Contractor Certification or Annual Certification shall be a material breach of this Agreement for which the Agreement shall be subject to termination by UCS if UCS determines that termination is in its best interest.

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

Agency Certification

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

«**Organization_Name**»

**Unified Court System
State of New York**

Contract No. «Contract»

By:

By:

Signature

Ronald P. Younkins

Title

Chief of Operations,
Office of Court Administration

Title

Date

Date

Comptroller’s Signature

Dated _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export

Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on

its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in

accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING.

To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

Appendix B: Budget

Contractor: «Organization_Name»

Contract #: «Contract»

Contract Term: August 15, 2011 - March 31, 2015
 Administrative Unit: «Judicial_District_Description»
 Contact Description: «Contract_Description»

Budget Period Start Date: August 15, 2011
 Budget Period End Date: March 31, 2012

	Total Budget
Salaries	«Exp_Salaries»
Other Expenses	
Fringe Benefits	«Exp_Fringe»
Supplies	«Exp_Supplies»
Travel	«Exp_Travel»
Equipment	«Exp_Equipment»
Rentals & Repairs of Equipment	«Exp_Rentals__Equipment»
Real Estate Rentals	«Exp_RealEstate»
Postage & Shipping	«Exp_Postage_Shipping»
Printing	«Exp_Printing»
Telephone	«Exp_Telephone»
Miscellaneous Services	«Exp_Micellaneous_Services»
Professional Services	«Exp_ProfessionalServices»
Insurance Fees	«Exp_Insurance_Fees»
Training	«Exp_Training»
Seminars & Meetings	«Exp_Seminars_Meeting»
Cash Payments to Neutrals	«Exp_PaymentsToNeutrals»
Indirect Costs	«Exp_Indirect»
In-Kind	«Exp_InKind»
TOTAL EXPENSES	«TotalExp»
TOTAL REVENUE	«Total_Revenue»

MAXIMUM UCS REIMBURSEMENT ALLOCATION

«Rev_UCS_Allocation»

Appendix B: Budget

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

Multi-Year Term Maximum Allocations

Budget Period	Maximum Allocation
August 15, 2011 – March 31, 2012	«Rev_UCS_Allocation»
April 1, 2012 – March 31, 2013	«Period_2»
April 1, 2013 – March 31, 2014	«Period_3»
April 1, 2014 – March 31, 2015	«Period_4»
TOTAL	«Contract_Amount»



Minimum Requirements

STATEWIDE CHILDREN'S CENTERS PROGRAM

New York State Office of Court Administration • Division of Court Operations
Office of Alternative Dispute Resolution & Court Improvement Programs



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. 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 maybe 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

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.
- 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 that was designated in writing by the caregiver upon intake, that named person must show photo ID when picking up the child.
- 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, remand, or change of custody has been ordered, the only parties that will be allowed into the Center are: whomever has been appointed as having custody/guardianship of the child; or the designated person/agency to whom the child(ren) will be released to; the child's attorney; and any accompanying court officers. In a remand that results in the caregiver being unable to sign the child out, the other previously designated person will be first contacted. If that is unsuccessful, the emergency contact will be contacted, and if that fails, CPS will be contacted to pick up the child.
- 22) Any communications or goodbyes between the children and the caregiver that signed them in must take place somewhere other than the Children's Center.
- 23) 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 and by 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 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 CPS 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.
- 24) 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.
- 25) 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.
- 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 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) 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.
- 12) All Children's Center records must be kept confidential and in a secure cabinet.
- 13) Children's Center intake forms may not leave the Center except to be mailed to the SCCP.

- 14) Non-original copies of Children's Centers records kept for operational purposes in the Center should be retained and destroyed according to the provider's confidential records management procedures.
- 15) Provider shall establish written confidentiality procedures meeting, at minimum the requirements outlined above. Confidentiality procedures must be submitted for approval to the SCCP.
- 16) All caregivers must be notified verbally and in writing of Center Rules/Caregiver Responsibilities, and Center Emergency Evacuation Procedures. 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.
- 17) Caregivers will be offered the opportunity to give written feeding instructions for their infant.
- 18) 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.
- 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) No child shall remain in a high chair over fifteen minutes, unless the child is eating.
- 13) No child may be left in a crib or playpen for more than 30 minutes unless they are sleeping.
- 14) 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.
- 15) Infants must be placed on their backs for sleep unless a medical condition indicates otherwise.
- 16) Sleeping infants/children will be checked on every fifteen minutes.
- 17) 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.
- 18) 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.

- 19) 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.
- 20) Written materials regarding the Children's Center and/or its services must be approved by SCCP before distribution.
- 21) 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.
- 22) 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.
- 23) All Children's Center written policies, procedures, guidelines, including the Minimum Requirements and all appendices, must be kept together in a binder in a readily accessible location within the Center. All staff and volunteers must be aware of the location of the binder.
- 24) 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 a 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 with 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 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. Sleeping children must be checked every fifteen minutes.

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 CPS staff, CPS 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. 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.

- 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 Minimum Requirements 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 an "Applicant Medical Statement" from a health care provider prior to beginning employment in a UCS Children's Center, and every three years thereafter. The initial statement must be completed within the 12 months prior to the individual's start date in the Children's Center and updated at least once every five years. 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.
- 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, and complete fingerprint cards as required to comply with the requirements of section 413.4 of this Article. 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 Minimum Requirements 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 CC Advisory Committee, or by the use of a mediary 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 Minimum Requirements;
 - 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.

Appendix D

ASSURANCES

If applicable, the contractor assures that,

- a) It will comply with the applicable requirements of the Child Care Development Block Grant (CCDBG) Act, 45 CFR Parts 98 and 99 and the State Plan.
- b) It will make its best efforts to provide a drug-free workplace to administer and implement the CCDBG Act.
- c) For child care services, it shall afford parents unlimited access to their children and to providers giving care for their children, as per 45 CFR 98.15(e) and 98.31.
- d) For child care services for which assistance is provided under the CCDBG Act by UCS, it will comply with all applicable licensing and regulatory requirements under State and local law, as per 45 CFR 98.15(h).
- e) Funds received through the CCDBG Act will be used to supplement, not supplant, the amount of federal, State and local funds otherwise expended for the support of child care services and related programs, as per 45 CFR 98.15(n) and 98.53.
- f) Payment rates for the provision of child care services will be sufficient to ensure equal access for eligible children to comparable child care services provided to children whose parents are not eligible to receive assistance under the CCDBG program or under any other federal or State program, as per 45 CFR 98.15(o) and 98.43.
- g) It will establish, and periodically revise, by rule a sliding fee scale to provide for cost sharing by families that receive child care services for which assistance is provided under the CCDBG Act, as per 45 CFR 98.2.
- h) It will adhere to the basic usage and priorities requirements for the expenditure of applicable funds as determined by DSS and as specified in the State Plan.
- i) It will provide consumer education materials concerning licensing and regulatory requirements, complaint procedures, and policies and practices relative to child care services within New York State to all parents applying for CCDBG funding, as per 45 CFR 98.15(f) and 98.33.
- j) Child care providers receiving grants and contracts from UCS under the CCDBG program shall not discriminate against any child on the basis of religion, race, sex, national origin, or handicapping condition.
- k) It will not expend funds provided under this contract for (a) any sectarian purpose or activity, including sectarian worship or instruction, as per 45 CFR

Appendix D

98.54(d); (b) for tuition as defined in 45 CFR 98.54(c); or (c) for the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than minor remodeling) of any building or facility, as per 45 CFR 98.54(b) and excepting the exceptions therein.

- l) It will abide by all other applicable assurances listed in Section I of the State Plan.
- m) Funds provided under this contract will not be used for purposes of political influence.