



Consultant Services: Family Preservation Court Phasing Structure for Collaborative Courts Programs

**Proposals Due:
April 15, 2022 by 5 pm**

The Superior Court of California, County of Santa Cruz is issuing this Request for Quote for consultant services for the Family Preservation Court's phasing structure. The Court is requesting quotes from highly qualified consultants with expertise in providing such services. The Court intends to award the consultant that is able to provide the services defined within this RFQ and is the most advantageous proposal. However, the Court reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFQ. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFQ.

SUPERIOR COURT OF SANTA CRUZ COUNTY

REQUEST FOR QUOTE – SERVICES

Date Issued: March 22, 2022

THIS IS NOT AN ORDER

Quote Due Date and Time: Due no later than 5 pm April 15, 2022. All submissions are to be completed and emailed to:
Julia.hill@santacruzcourt.org
Mailed submissions will not be considered.

Required Service Date Begin: May 23, 2022

Payment: Net 30 Days and/or
based on deliverables

Please quote on the following services* :

SCOPE AND SERVICES DESCRIPTION:

I. BACKGROUND:

Family Preservation Court (FPC) is an interdisciplinary team of justice system partners that is designed to address the needs for support and underlying issues that lead families to court involvement including substance use, mental health, traumatic brain injury, trauma, and parent-child relationships. FPC promotes accountability by combining judicial supervision with increased access to monitored rehabilitation services and treatment to support participants in reunification and long-term permanency.

An integral and vital part of FPC for both the program and the participants is recognizing benchmarks or phases along the way to graduation or completion. The program can measure the progress of the system and the individual participants program achievements, and clients can gauge their own progress in their effort towards a healthier pro-social lifestyle for themselves and their family. Additionally, the phases provide a roadmap and allow for multiple coordinated and reassessed caseplans depending on the progress of the participant. The phase models generally employ multiphase structures that include a stabilization phase, an intensive treatment phase, and a transition phase. Given the complexity of the family structures, there is a relationship, sometimes inverse, between compliance, which indicates how well a participant is following the Court requirements, and adherence, when a participant is observant of their own reasons for change and becomes more self-directed and internally motivated. Advancing in the phases requires setting both proximal and distal goals, and tasks and goals to be completed in each of the phases for the participant to progress.

FPC currently utilizes a phase structure which has been relatively unchanged since the program began. The program includes three phases beginning with Phase 1 which is the most intensive for the participants both in attendance and services provided and is designed to stabilize and introduce the participant to the treatment model. The intensive treatment continues in Phase 2 but with lower attendance requirements, and finally the participants enter phase 3 which is centered around continuing care and involves lower attendance requirements. The program employs a coordinated

and integrated team approach that requires close collaboration between the Courts, County SUDS, FCS, Janus Perinatal, the Parent Center, and Sobriety Works.

II. PROJECT DESCRIPTION:

The Santa Cruz Collaborative Court System (CJS) is seeking a consultant who will improve and build upon the FPC phase design to create a program that reflects the collaborative dynamic of the FPC, adhere to best practices in Family Treatment Courts, and be based on participant progress in treatment and in reunification and permanency issues.

The scope is organized into the following tasks:

- Task 1. Project Coordination
- Task 2. Data Collection and Research
- Task 3. Development of Alternatives and Evaluation
- Task 4. Documentation and Presentation

TASK 1: Project Coordination

Objective – This task defines the study development and the stakeholder involvement process

Coordination Meetings – Contractor will meet with other involved agencies at the Executive, Steering, and the Core committee levels as required to coordinate progress; discuss documentation requirements; resolve potential issues; review study products; etc. The meetings shall be a minimum of four including a project kick off, a preliminary alternatives meeting, an evaluation and selection of alternatives meeting, and a final report presentation.

- Contractor shall facilitate team driven meetings at least once per week with the Commissioner and the FPC personnel, to identify challenges and opportunities for improvement and change.
- Contractor shall collaborate with Court Staff and other FPC stakeholders in the design of the FPC Phase system.

TASK 2: Data Collection and Research

Objective - This task provides for the collection, compilation, review, and documentation of existing information that will be used in the development and assessment of alternatives under Task 3.

- Contractor shall conduct a literature review of the benchmarking or phasing process as it applies to Family Courts to include comparing different models, programs, and methodologies for implementation of the phasing model that is validated for FPC.
- Contractor shall develop a list of the best practices involved in the development of, and in the final structure of the phasing system.

TASK 3: Development of Alternatives and Evaluation

Objective - This task provides for the identification, development, and evaluation of alternative Phase programs. This task also provides for the evaluation and selection of a preferred alternative.

- The Contractor shall develop a multiphase program for the FPC which includes but is not limited to:
 - The duration of each phase.
 - The coordination of case and treatment plans, including the communications network for disseminating information.
 - The content of the phases.
 - The compliance requirements for the participants.
 - Clearly identified criteria for advancement through the phases including criteria for successful graduation.
 - Structured expectations for the participants, agencies, and team members.
 - The proximal and distal behaviors the phase structure is based on.
 - The frequency and intensity of services provided in each phase.

TASK 4: Documentation and Presentation

Objective - This task provides for a draft and final report that will document the study process and the development and selection of a preferred alternative.

- Draft Report: This task includes developing a draft report for review and comment by CJS and the FPC stakeholders. The draft report will document the study process; describe the selection and details of the preferred alternative; and identify the documentation required for the preferred alternative.
- Final Report: This task includes developing a final report that addresses comments received on the draft report. Copies of the final report will be provided through electronic format.

Important: Throughout all project tasks, Contractor shall communicate to the Court immediately when they deviate from a planned, prescribed, or proscribed task. Contractor shall have regular ongoing communications with Court staff and relevant partners on a weekly basis.

SERVICE WARRANTIES:

Contractor warrants that:

- (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and
- (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance.

Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the CJS's acceptance of such Deliverable and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the CJS.

DELIVERABLES:

Contractor shall deliver to the CJS a fully implementable Phase Program for FPC. The program shall be presented in written and electronic format and shall be written in a manner to be easily understood by the consumers.

1. A Manual designed for use by the FPC which includes the policies, procedures, and protocols for the phase system.
2. Participant Manual which explains the rules and regulations of the program and delineates the phase requirements.
3. Presentation of the final report to the FPC Executive, Steering, Core committees, and to other stakeholders or other identified groups as needed.

RESOURCES:

Contractor is responsible for providing any and all materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under the resulting Agreement.

SUBMISSION REQUIREMENTS:

Bidders must complete and submit Attachment A, as well as submit the following:

- Detailed proposal with rates for each task and deliverable as described herein
- Current CV/resume
- At least 2 professional references for consulting services similar to those described herein

ACCEPTANCE:

Successful Bidder will be required to accept all terms and conditions contained herein and sign the sample Agreement Form, Attachment B.

TERM:

This contract will be in effect from May 23, 2022 through September 30, 2023.

DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE:

In the event a Proposer believes he/she/it qualifies for a Disabled Veteran Business Enterprise incentive, refer to the Court's website for the applicable policy and declaration to complete.

<https://www.santacruzcourt.org/info/vendors>

GENERAL:

The Court reserves the right to modify or withdraw this RFQ and/or not enter into any contract with any Proposer. All communications regarding this RFQ must be submitted by email to Julia.Hill@santacruzcourt.org. All questions regarding the scope of work, the RFQ, or resulting contract must be emailed to Julia.Hill@santacruzcourt.org no later than **March 31, 2022 by 5:00 p.m.** Questions become part of the procurement file and are subject to disclosure; answers to written questions will be provided to the requester and all other known Proposers and made available on the Court's procurement website.

EVALUATION CRITERIA :

1. Complete and timely submission of cost proposal and acceptance of terms and conditions, acknowledged by signing below _____
2. Ability to provide all services and deliverables described herein and is the most advantageous proposal (not the lowest bid) _____
3. Complete and submit Darfur Contracting Act certification in Attachment A _____
4. Ability to complete Short Form Standard Agreement in Attachment B if selected _____
5. Ability to meet schedule for commencement of services on May 23, 2022 _____

** Vendor understands and agrees that its response is not proprietary or confidential and is considered public information that may be subject to disclosure after award.*

Consultant Signature: _____ Date: _____

Printed Name: _____ Title: _____

Attachment A

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the Santa Cruz Superior Court to submit a bid or proposal.

To submit a bid or proposal to the Santa Cruz Superior Court, the proposer/bidder must insert its company name and Federal ID Number below and complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Checking Box (for paragraph 1 or 2 below)</i>	

☐ 1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

☐ 2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the Santa Cruz Superior Court to submit a bid or proposal pursuant to PCC 10477(b). *A copy of the written permission from the [JBE] is included with our bid or proposal.*

OR

☐ 3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Printed Name and Title of Person</i>
<i>Date Executed</i>	<i>Executed in the County of _____ In the State of _____</i>

Attachment B
SAMPLE AGREEMENT FORM

SERVICES—SHORT FORM AGREEMENT

AGREEMENT NUMBER



[Agreement Number]

1. In this agreement (the “Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “JBE” refers to the **Superior Court of California, County of Santa Cruz**.
2. This Agreement becomes effective as of **[Date]**, (the “Effective Date”) and expires on **[Date]**.
3. The maximum amount that the JBE may pay Contractor under this Agreement is **[Dollar amount]** (the “Maximum Amount”).
4. This Agreement incorporates and the parties agree to the attached provisions labeled “Services—Short Form Agreement Terms.” This Agreement represents the parties’ entire understanding regarding its subject matter.
5. Contractor will perform the following services (the “Services”):

Services:

Description of Services	[Insert description of Services.]
Completion Date	[Insert completion date; start date can be addressed here too if different from Effective Date, above.]
Acceptance Criteria	[Insert acceptance criteria.]

6. The JBE’s project manager is: **[Insert project manager’s name.]**
7. The JBE will pay Contractor as follows: **[Insert payment description.]**

JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
Superior Court of California, County of Santa Cruz	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</i> [Contractor name]
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING Alex Calvo, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED [Date]	DATE EXECUTED [Date]
ADDRESS 701 Ocean Street, Rm. 110 Santa Cruz, CA 95060	ADDRESS [Address]

A. PERFORMANCE AND DELIVERY. Contractor will perform the Services and deliver all Work Product as specified on the coversheet of this Agreement. Time is of the essence in Contractor's performance of the Services and delivery of Work Product. The Maximum Amount listed on the coversheet of this Agreement includes all amounts allowed for expenses, including those related to shipping, handling, traveling, bonding, licensing, maintaining insurance, and obtaining permits.

B. ACCEPTANCE. All Services and Work Product are subject to written acceptance by the JBE. The JBE may reject any Service or Work Product that (i) fails to meet applicable acceptance criteria, (ii) is not as warranted, or (iii) is performed or delivered late. Payment by the JBE does not signify acceptance of the Services or Work Product.

C. INTELLECTUAL PROPERTY. Contractor irrevocably assigns to the JBE all right, title and interest worldwide in and to the Work Product created under this Agreement, and all applicable intellectual property rights related to the Work Product created under this Agreement, including copyrights, trademarks, trade secrets, moral rights, and contract and licensing rights. Contractor grants to the JBE a nonexclusive, transferable, sublicenseable (through multiple tiers), worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use, reproduce, make derivative works of, perform, display, and distribute any portion of the Work Product delivered by Contractor but not created under this Agreement. The JBE retains all intellectual property rights in any materials it provides to Contractor (the "JBE Materials"). Contractor will hold the JBE Materials in trust and confidence. Contractor will use the JBE Materials solely for performing the Services and creating Work Product created under this Agreement.

D. INVOICES, PAYMENT AND SETOFF. After the JBE has accepted Services and Work Product, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Services and Work Product to "Accounts Payable" at the address shown on the signature block of this Agreement. Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) all other details the JBE considers reasonably necessary to permit the JBE to evaluate the Services performed and the Work Product delivered, including the number of hours worked and the applicable hourly rate. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice. If the JBE rejects any Services or Work Product after payment to Contractor, the JBE may exercise all contractual and other legal remedies, including (a) setting off the overpayment against future invoices payable by the JBE, (b) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (c) requiring Contractor to refund the overpayment within thirty (30) days of the JBE's request. Unless Contractor is a governmental entity, the JBE will take no action on invoices submitted before Contractor has completed the JBE's standard payee data record form, which Contractor may obtain from the JBE. Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

E. WARRANTIES. Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, rules, and regulations. Contractor warrants that, upon delivery, all Work Product will (i) be free from defects in workmanship, material, and manufacture (including, defects that could create a hazard to life or property), (ii) not infringe any third party's rights, including intellectual property rights, (iii) be of merchantable quality and fit for the purposes intended by the JBE, (iv) comply with the requirements of this Agreement, and (v) be in compliance with all applicable laws, rules, and regulations.

F. CHANGES. Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the JBE's authorized representative.

G. AUDIT RIGHTS. Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four years after final payment. During the time that Contractor is required to retain these records, Contractor will make them available to the JBE, the State Auditor, or their representatives during normal business hours for inspection and copying.

H. INDEMNITY. CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE JBE, OTHER CALIFORNIA JUDICIAL BRANCH ENTITIES, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE WORK PRODUCT, (II) AN ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, AND (III) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT. THIS INDEMNITY APPLIES REGARDLESS OF THE THEORY OF LIABILITY ON WHICH A CLAIM IS MADE OR A LOSS OCCURS. THIS INDEMNITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, ACCEPTANCE OF SERVICES, AND DELIVERY AND ACCEPTANCE OF WORK PRODUCT. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE JBE.

I. TERMINATION. The JBE may terminate all or part of this Agreement for convenience at any time by giving notice to Contractor. If the JBE terminates this Agreement for convenience, the JBE's liability will be the reasonable price for the Services rendered prior to termination, not to exceed the Maximum Amount. If an hourly or other time-based rate for Services is specified on the coversheet of this Agreement, that rate will be used in determining the reasonable price. Upon receipt of a termination notice, Contractor will, unless otherwise directed, cease work. Contractor will follow the JBE's directions as to work in progress and the delivery of completed or partially-completed Work Product.

J. INSURANCE. Contractor will maintain insurance that is sufficient in scope and amount to permit Contractor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Contractor's performance of this Agreement. Contractor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Agreement.

K. REPRESENTATIONS. Contractor represents and warrants the following: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990, California's Fair Employment and Housing Act, and Government Code 16645-49; (ii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement; (iv) Contractor will take all reasonable steps to prevent unlawful harassment from occurring; (v) no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board (this representation is made under penalty of perjury); (vi) Contractor has authority to enter into and perform its obligations under this Agreement; (vii) if Contractor is a corporation, limited liability company, or limited partnership and this Agreement will be performed in California, Contractor is qualified to do business and in good standing in California; and (viii) Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code ("PCC") section 10286.1, and is eligible to contract with the JBE. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through final payment by the JBE. Contractor must give written notice of its nondiscrimination obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

L. ANTITRUST. Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

M. MISCELLANEOUS. Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the JBE. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the JBE, and any attempted assignment, subcontract, or delegation is void. The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to." The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in Santa Cruz County, California, which will be the sole venue for any such action. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, the Services, or Work Product without first obtaining the JBE's prior written approval, which may be denied for any or no reason.