

COUNTY OF SANTA CRUZ

Request for Proposals #2019HSD01

Family Reunification Services and Crisis Hotline

Due: March 27, 2019 at 5:00 PM, PST

Submit all required application documents to:

HSDCCU@santacruzcounty.us

County of Santa Cruz, Human Services Department

Centralized Contracts Unit, Attention: Adam Spickler

1000 Emeline Avenue, Santa Cruz, California 95060

Any changes and related forms will be posted:

<http://www.santacruzhumanservices.org>



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Section A: Key Components of the RFP

This is a Request for Proposals (RFP) from the County of Santa Cruz (County) Human Services Department (HSD) for provision of family reunification services which include bilingual supervised visitation; specialized counseling; parent education; and management of the afterhours protective services hotline for reports of child and elder abuse. Proposals must demonstrate the ability to meet and measure the desired results. Practices proposed must also have evidence of effectiveness, either through evidence collected by the program or the implementation of evidence-based models. As a result of this RFP, a contract for fiscal years (FY) 2019-20 and 2020-21 will be awarded. The annual amount for the contract is not to exceed \$921,392. The response due date for all proposals is **March 27, 2019**.

1. Background

It is the intent of the County HSD, as the state designated child welfare agency for Santa Cruz County, to support the timely reunification of children in the foster care system with their family of origin through the services requested in this RFP.

In 2000, the Children's Bureau, an office within the Administration for Children and Families, U.S. Department of Health and Human Services, published a final rule in the Federal Register of Administrative Regulations establishing a process for monitoring state child welfare programs. One of the outcomes included in this process is timeliness to permanency, where the reunification of the child(ren) with their birth family is the first priority and highest level of permanency.

In October 2015, Assembly Bill (AB) 403 was signed into California law, ushering in a foundational shift for the state's foster care system. AB 403 provided the statutory and policy framework to support a statewide initiative titled the Continuum of Care Reform (CCR). The vision of CCR is that all children live with a committed, permanent and nurturing family with strong community connections. As part of this vision, CCR requires more active engagement with families, children, and youth in the child welfare system to promote permanency planning and facilitate timely reunification.

In accordance with state and federal child welfare regulations, when a report of child abuse is substantiated in Santa Cruz County, the child or children involved may be removed from their family of origin and placed in foster care to ensure the children's safety and well-being. Once in foster care, the County's goal is to provide the family of origin with the support necessary to reunify with the child or children and to support them while in out-of-home care. As noted by the California Department of Social Services (CDSS), one of the greatest predictors of successful family reunification is frequent and quality visits between children and their families so as to maintain the continuity of the family's relationship with the child or children while in foster care.



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Due to these recent state and federal changes in the child welfare system, there is a need to revisit how support services that promote permanency and family reunification are implemented to ensure that the desired results are achieved for children and families involved with child welfare services.

2. Desired Results

As noted in the background, HSD is held accountable to meet outcomes defined by the state and federal government. The requested services will be expected to measure and report on program results (i.e., service activities, service quality, and service outcomes) to help determine their collective impact on HSD's outcomes in the areas of safety, permanency, and wellbeing. Program results will be validated by HSD through various processes, such as quality assurance monitoring via invoicing; analysis of required data reporting; and regulatory mandated case reviews.

The desired program results include but are not limited to:

a) Service Outcomes

- Improved attitude toward parenting
- Improved parenting knowledge and skills
- Improved parent-child attachment and interaction
- Improved child behavior (or perception of)
- Improved functional ability of the parents' ability to attend to the safety and well-being of the child(ren) through the amelioration of the parents' emotional and mental health issues.

b) Service Quality:

- Timely and accurate Child Welfare Hotline screening and reporting
- Timely transition for families to lower levels of supervised visitation

3. Program Design

A. Key Practices of Services

The following are six key practices or program strategies that HSD requires from all proposals:

1. Trauma Informed and Culturally Appropriate Services

Children in foster care range in age and come from a variety of cultural and ethnic backgrounds. Approximately 60% of children are Latinx, 34% are Caucasian, 4% African American and the remaining children are of other ethnicities. An understanding and openness to cultural differences and unique life experiences is a central element in family reunification services. Successful bidders should maintain processes that are trauma-informed and incorporate cultural humility. This includes having the ability to provide all contracted services in Spanish. Interpreter services are also required to be provided by the successful bidder with no delay in services.



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2. Evidence-Based Practices/Programs

HSD requires respondents to implement evidence based practices/programs in the areas of [Supervised Visitation](#), [Specialized Counseling](#) and [Parenting Education](#). These areas are described in the section on program design. The County's definition of evidence-based program/practices is detailed for respondents in [Exhibit D](#). This framework includes three levels of evidence-based practices or programs—Model, Promising and Innovative. Promising or Model programs have been proven effective for the target population by research studies. Innovative programs or practices, often called “evidence informed” are practices/programs that are informed by data collected by the program.

To review relevant, proven effective examples of evidence-based programs/practices, applicants are encouraged to consult with a) the Pew Charitable Trust's Results First Clearinghouse Database, and b) the California Evidence-Based Clearinghouse for Child Welfare. Each clearinghouses is found online at:

- a) <https://www.pewtrusts.org/en/research-and-analysis/data-visualizations/2015/results-first-clearinghouse-database>
- b) <http://www.cebc4cw.org>

3. Validated Assessment Tools

HSD values the use of validated assessment tools. This ensures reliability and lends to the meaningfulness of information collected regarding each child and family assisted in the reunification process. Therefore, HSD also requires that proposals indicate what validated assessment tools may be used for the Supervised Visitation, Specialized Counseling and Parenting Education service components detailed in this RFP. Respondents may utilize an assessment tool if it is noted below, or may include other validated assessment tools along with the source information for the published research showing the efficacy of each tool cited.

A tool that should be considered, but that is not required, is the North Carolina Family Assessment Scale for Reunification (NCFAS). This is an assessment tool designed to examine family functioning in the domains of Environment, Parental Capabilities, Family Interactions, Family Safety, and Child Well-being.

4. Frequent, Quality Engagement

Parental engagement in the child's daily life has been shown to result in positive outcomes. Children in out-of-home care whose parents visited them regularly were more likely to reunify than children whose parents did not visit as often. It has also been found that mothers who visited with their children in their home of origin, when appropriate, and participated in case reviews and events related to care (doctor's appointments, school visits) were more likely to reunify with their children than those who did not engage in these activities.



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5. *Father Involvement*

Engaging fathers in the family reunification process may help strengthen father–child relational bonds contributing to the child’s overall well-being and create access to resources previously not available to the child(ren). Studies examining paternal engagement found that children with non-resident father involvement spent shorter times in care than children with less or no non-resident father involvement (Carnochan, Lee & Austin, 2013). In addition, engaging fathers can increase the likelihood of timely permanency as the paternal side of the family may be a viable option for a permanent home for a child along with the maternal side if the parents are unable to reunify. As CCR continues to be implemented in California, it is critical that agencies serving child welfare clients engage with fathers as they do with mothers to increase the likelihood of reunification or other form of permanency. One goal of HSD and its Family and Children’s Services Division (FCS) is to have every father be fully engaged and supportive of their children and that the agencies and organizations funded by HSD be fully prepared to help them succeed, using a model such as the Father-Friendly Principles adapted from the Father’s Corps of First 5 Alameda County:

- Principle 1: That fathers and the needs of fathers, be included in the structure and delivery model of all family services provided by HSD and organizations funded by HSD.
- Principle 2: That HSD and organizations funded by HSD be open, supportive, helpful, and inclusive towards the needs of fathers and provide father-specific services and/or programs, all of which further the goal of increasing fathers’ involvement in their children’s lives.
- Principle 3: That outreach materials, illustrations, posters, brochures and other collateral materials include positive and diverse images of fathers being fathers, and that facilities funded by HSD provide father-friendly environments with materials consistent with the needs and interests of men and fathers.
- Principle 4: That HSD and the organizations it funds create positions that serve fathers, and actively recruit men to fill those positions in order to better address the needs of fathers. To facilitate recruitment, we recommend development of a career track for father services, e.g. active recruitment of young men into social services with scholarships, internships and explicit advertising that “men are strongly urged to apply.”
- Principle 5: That HSD and organizations funded by HSD who work with families strive to provide training for all staff on working with men and on fatherhood issues.
- Principle 6: That HSD and the organizations it funds develop program policies that include a clear expectation that fathers should and will participate.



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- Principle 7: That HSD and organizations funded by HSD make every effort to create the image that its programs are designed for fathers, as well as for mothers and children.

6. Expanded Accessibility

Supervised visit location and accessibility is another factor in improving reunification outcomes. Visits held in the homes of families of origin or another safe and comfortable setting have been shown to result in more successful reunification rates. Special efforts should be made to schedule visits in homes or in settings that are socially and culturally similar to the home. Scheduling conflicts or lack of access to transportation have been shown to be barriers to reunification. Providing visits after work hours and access to transportation are keys to ensuring expanded accessibility.

B. Service Components

The expected service activities are grouped into four components: supervised visitation; specialized (therapeutic) counseling; parenting education; and crisis hotline management. A brief description of each is below. Supervised visitation, specialized counseling, and parenting education will be provided to child welfare involved families in Santa Cruz County. The afterhours protective services hotline for reporting child and elder abuse will serve the general community in Santa Cruz County.

The awarded respondent will receive program participant referrals for supervised visitation, specialized counseling and parent education services solely from the County through an established referral process. The awarded respondent must track referral information as part of a robust reporting process.

The awarded respondent will work to contact all referred clients and will conduct an initial face-to-face assessment with all program participants to determine willingness and ability to participate in supervised visitation, specialized counseling and parenting education services. The awarded respondent will also implement a validated assessment once the participant is engaged in specific service components to assess participant progress.

1. Supervised Visitation

Background

Children and youth removed from their parents/caretakers by the County and placed in out-of-home care typically begin the reunification process under Juvenile Court Order requiring supervised visitation. Supervision services for these visits are a critical component of the services requested in this RFP. Supervised visitation is conducted with a parent(s), sibling(s), relative(s) and/or support people to promote the goal of reunification, support attachment, and enhance children's sense of well-being and self-esteem. Consistent, quality visits also assist parents with parenting skills, and aid in the social worker's assessment of each child and family.



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The level of supervision is determined by the case carrying County social worker during development of a visitation plan. Typically, supervised visits begin at Level 4 (see definition of levels below). On very rare occasions, the initial visits are at Level 5, when the visit needs to be conducted in a therapeutic environment with a licensed therapist. The level of supervised visitation may only be changed by the County social worker based on observation, as well as input from the visit supervisor, child's therapist, and/or parent, if the parent meets designated criteria for moving to another level. The goal is to decrease the level of supervision over time as well as to increase frequency and duration of visits as families near reunification.

The following are descriptions of the various levels of visit supervision.

Level 5: Therapeutic Visits/Sessions

At level 5, visits are supervised by a mental health professional (with qualifications as detailed in Specialized Counseling service component) who has clinical or therapeutic skills to supervise the visit. The mental health professional may provide some components of specialized counseling services as detailed in the [Specialized Counseling](#) service component on page 12 while conducting clinical/therapeutic visit supervision. The visit has a clinical purpose—to help the parent(s) and/or child to overcome barriers preventing them from moving to less structured parent/child visits. Therapeutic techniques such as play therapy, and/or parent/child counseling, may be employed. The purpose of the visit may also be to monitor a child or parent with severe mental illness. This level is only provided as a result of Court order. When the Court orders therapeutic visitation, a licensed clinician must testify if called on.

Level 4: Highly Structured Supervision (Purposeful)

For visits at level 4, the child(ren) involved may not be removed from the presence of the supervisor during the visit, and the supervisor must be continuously engaged in closely monitoring the parent/child interaction. The visit supervisor must provide coaching, mentoring, and structure to the visits, as well as monitoring the safety of the child and that the visitation plan is followed. Level 4 visits likely take place in the caregiver's home or the provider's office.

Level 3: Moderately Structured Supervision (Monitored)

At level 3, the visit supervisor is physically present during the entire visit. The supervisor may provide some coaching and mentoring. The level of supervision may range from having a visit supervisor, relative or caregiver close by during the visit, to ensuring the visit occurs in a public setting with a visit supervisor checking in periodically. Visits may take place in a variety of settings, including the caregiver's home, the parent's home, the provider's office, or in the community (e.g. school events, child's sports or other activities, medical appointments, parks restaurants, pro sport games, etc.)



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Level 2: Intermittent Supervision

Visits at level 2 require the visit supervisor to be present for a portion of the visit, including a check-in at the beginning and/or end of the visit. The visit supervisor may provide some coaching regarding activities before the visit. The level of supervision may range from having a visit supervisor, relative or caregiver check in before, during, or after the visit. Level 2 visits may take place in a variety of settings, including the caregiver's home, the parent's home, the provider's office, or the community (e.g. school events, child's sports or other activities, medical appointments, parks restaurants, pro sport games). The child(ren) and parent(s) have resources available to them during visits so they may call for help if needed, and a safety plan known by all the parties is in place.

Level 1: Unsupervised

For visits at level 1, the visit supervisor is not required to be present for the majority or any of the visit, but may check in with the visit participants through a phone call or receive feedback after the visit. These visits may take place in a variety of settings, including the caregiver's home, the parent's home, the office, or the community (e.g. school events, child's sports or other activities, medical appointments, parks restaurants, pro sport games, etc.). The child(ren) and parent(s) have resources available to them during visits so they may call for help if needed, and there is a safety plan in place that is known by all the parties.

Supervised Visitation Parameters

This solicitation seeks proposals for the provision of therapeutic visits (Level 5), high structured supervision (Level 4), moderately structured supervision (Level 3), and intermittent supervision (Level 2) services. Visitation may be as frequent as daily for some families. Visits are generally one to two hours long; however, visits can be extended to several hours. Supervised visits usually do not exceed four hours, although these times are subject to determination by the Juvenile Courts. Transportation is a required part of the services but are not considered part of the supervised visitation. In many cases the foster caregiver provides transportation to and from the site of the visit but in cases where this is not possible, applicants must propose an alternative transportation service. Provider must be able to offer supervised visitation services at minimum as follows:

- 1) One (1) unit of supervised visitation will be defined as 60 minutes/per one (1) professional provider, the child or children in Child Welfare Services (CWS) under case management and their family members who are present for the supervised visit. This may include parent, siblings and grandparents or other relatives or support people, as approved by HSD. All visit referrals are determined by HSD.



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- 2) Access to supervised visitation must be available beyond traditional hours, such as 8:00 am to 5:00 pm. Every effort must be made to engage parents, even if they are only available outside of work hours. Visitation must be provided in North and South Santa Cruz County with the ability to provide visits at a park or other locations in the community.
- 3) At the request of HSD, the initial visit will include an informal meeting between the parents and the child's caregivers for the purpose of facilitating greater comfort and communication between the parents and caregivers to better meet the child's needs. In consultation with the assigned social worker, the child may be included or excluded from this initial meeting as deemed appropriate, giving consideration to the child's age, developmental stage and specific circumstances that resulted in the order for supervised visitation services.
- 4) The contractor shall engage in efforts to minimize the number of cancelled and no-show visitation appointments, with a goal of achieving a cancellation/no-show rate no greater than 10% of scheduled visits. Efforts to minimize the number of cancellations/no-show visits should include, at a minimum, contacting all of the visiting parties by phone at least one time a minimum of 24 hours prior to the scheduled visitation time.

The following activities related to supervised visitation activities will be conducted by the awarded respondent.

- 1) Create and maintain case notes electronically, describing the interactions between parent and child and using indicators to measure change in parental behavior. Electronic case notes must be provided through an approved secure method to the County in a timely manner.
- 2) Inform clients and teach them how to use appropriate community resources.
- 3) Offer to schedule visits at times that parents are available, including weekday evening appointments after 5 p.m. as well as weekend days and evenings.
- 4) Ensure transportation is provided to referred children in need of transportation assistance, relating to supervising visitation.
- 5) Teach and model parenting skills during monitored and highly structured supervised visitation sessions utilizing the proposed parent education evidence-based curriculum.
- 6) Contact the child's caregiver after a visit, when necessary, to discuss the impact of the visit on the child and how to support the child.
- 7) Maintain communication with the primary case carrying County social worker regarding the status of visits for a family.



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2. *Specialized (Therapeutic) Counseling*

Specialized counseling services must address the emotional and mental health factors affecting the family's ability to keep their child(ren) safe and well.

Eligible providers of specialized counseling services as required by this RFP must be licensed or license-eligible to practice psychotherapy in California. Eligible counselors include licensed psychiatrists; licensed psychologists; licensed clinical social workers; licensed marriage and family therapists; licensed professional clinical counselors; and associates, interns, and trainees working under the direct supervision of professionals licensed to practice psychotherapy in California. HSD requires that proposals detail the respondent's ability to provide specialized counseling in different modalities (individual, couples, family, and group).

The following counseling activities will be conducted by the awarded respondent and are designed to help parents decrease their stress and increase parenting skills.

- 1) Provide individual, couples, family, and group therapy as needed by clients.
- 2) Develop individualized counseling treatment goals for each client as they relate to the Court-ordered case plan for each participating client
- 3) In addition to initial assessment, provide ongoing assessments of client need.
- 4) Create and maintain case notes describing the interactions between parent and child and using indicators to measure change in parental behavior

3. *Parenting Education*

Evidence-based or evidence-informed parent education activities will be conducted by the awarded respondent for referred families and will be designed to help parents improve parenting skills by learning and adapting improved parenting styles. Effective parenting education will increase each participating parent's knowledge and abilities to attend to the safety and well-being of their child or children. Parenting education services must include information that spans the childhood spectrum, from birth to 18 years of age. It should focus on the day-to-day activities of parenthood, providing each participating parent with concrete, usable skills to safely parent their child or children.

Respondents are strongly recommended to:

- Propose model level programs for this component, including [Triple P - Positive Parenting Program® System](#), and other model programs that would reach the desired outcomes for the population receiving parenting education.
- Consider weaving parent education practices into the other service components.
- Ensure the implementation of father involvement practices.



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4. *Protective Services Hotlines*

HSD, in accordance with state and federal child welfare regulations, is required to operate a protective services crisis hotline for Santa Cruz County residents to report suspected child or adult abuse and/or neglect, 24 hours per day, 7 days per week. Staff operating the hotline must participate in periodic screening and reporting training conducted by HSD. In addition, staff should be trained in trauma-informed practices. There is no requirement for an evidenced-informed model or assessment tool for this service component.

The following crisis hotline services are requirements of the awarded respondent.

- Operate a Protective Services Crisis Line during the following hours:
 - Each weeknight, Monday through Thursday, starting 5:00 p.m. each evening through 8:00 a.m. the following morning;
 - Each weekend, starting 5:00 p.m. each Friday evening through 8:00 a.m. the following Monday morning; and
 - During all COUNTY observed holidays.
- Toll-free service shall be available to all residents of Santa Cruz County
- Provide immediate screening information and referral to the County electronically
- Provide appropriate telephone counseling to callers in order to prevent child or adult abuse and/or neglect

4. **Funding**

Funding for this program is made available annually to the County through child welfare related funding allocations from the CDSS. The actual funds allocated to selected respondent as a result of this RFP will be determined by the County of Santa Cruz and will be based on annual funding availability. The County reserves the right to adjust award amounts annually, on the basis of its final state approved allocation award each fiscal year, on the responses to this RFP, and other funding priorities. Funding amounts may also change during the contract period based on respondent performance.

Interested parties must submit responses for all the funds identified in an annual budget format, noting any startup costs or cost interruptions anticipated, as well as invoice and accounting processes for billable cost details. It is anticipated that the contract award will not exceed \$921,392 annually for contracted services performed during each of the two fiscal years of the award term, beginning in FY 2019-20 and ending in FY 2020-2021. Specifically, the amount allocated annually toward supervised visitation, specialized counseling and parenting education services will not exceed \$884,141, and the amount to be allocated annually toward management of protective services crisis hotlines will not exceed \$37,251. Pending allocation approval as well as satisfactory completion of services, there is an option to renew for an additional term.



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5. Monitoring of Program Activities and Participant Outcomes

The awarded respondent will be required to collect data on all four components detailed in this RFP. HSD requires robust data collection capacity, as data is critical to evaluating program effectiveness; differentiating between the types of services and dosage each family is receiving; and for engaging in continuous quality improvement of services for families and children. . The awarded respondent must be able to send and receive confidential information in a secure or encrypted manner, and meet all County standards regarding personally identifying information. The awarded respondent also must be able to collect, analyze and report on data as a means of accounting for participant outcomes.

The awarded respondent shall be responsible for providing three reports on program participants and services:

- A bi-weekly update on the status of each participating family using a report template provided by the County
- A monthly count of service type using a report template provided by the County
- A semi-annual report on progress towards goals identified in the contract scope of work in a report template provided by the County

The County will meet with the awarded respondent monthly to review the program outputs and outcomes as they relate to contract activities and desired results, and to collaboratively troubleshoot and brainstorm solutions, and inform any programmatic or policy changes that may be required. The County will also meet with the awarded respondent as needed to coordinate services and review items such as referrals, cases, implementation of services and best practices. The County may also conduct site visits to learn more about the respondent resources and identify additional supports that may help meet desired outputs and/or outcomes.

If an awarded respondent's performance becomes a concern, a corrective action plan may be provided and submitted to the awarded respondent for resolution.

6. Proposal Review Process

Proposals will initially be reviewed by County staff and all respondents will be notified whether their application is considered responsive (defined as timely, containing required complete documents and from an eligible respondent). Respondents whose submissions are considered non-responsive will have an opportunity to protest. See Exhibit B for these procedures. All complete and responsive proposals will be submitted to a panel comprised of individuals with specific expertise to review, score and make preliminary funding recommendations.

The review panel will consist of practitioners with content expertise in local child welfare services and County staff.



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After the panel completes their review process, the scored proposals and funding recommendation will be forwarded to funder staff. County staff will present the panel recommendation to the Santa Cruz County Board of Supervisors for approval of the contract award. The County anticipates the recommendation of contract award to be presented at a May 2019 Board of Supervisors meeting.

7. Evaluation Criteria

It is the County's intent to award the respondent offering the proposal that best meets the following proposal evaluation criteria:

A. Project Approach – 10 pts

The proposal will be evaluated by how well the respondent addresses the approach to all program design service components, as well as experience collaborating with other agencies and a philosophy and approach to working through challenges. The respondent also demonstrates utilization of state regulations pertaining to family reunification activities and requirements, and implements them in a way that is in line with the organization's philosophy, is trauma-informed and incorporates cultural humility.

B. Qualifications and Experience – 10 pts

The qualifications and experience of the respondent will be evaluated by a demonstrated history of providing supervised visitation and therapeutic counseling, as well as the cultural and linguistic competency of staff, specifically the ability to provide services to participants throughout the County in both Spanish and English. The respondent also meets or will meet the requirements for licensure of staff and has a history of measuring impact and a track record of achieving outcomes.

C. Program Implementation – 40 pts

The proposal will be evaluated by how well the respondent describes implementation of all program design service components, and also indicates:

- *Use of evidence-based program/practices*
- *The evidence (and where the evidence may be located) of the EBPs are noted in the proposal*
- *Process for incorporating levels of supervised visitation is clear*
- *Inclusion of key practices of service*

D. Outcomes Measurement and Data Collection – 25 pts

In order for outcome measurement and data collection to be evaluated as successful, validated assessment tools are proposed including a detailed plan to implement these validated assessment tools to assess all clients (except for Hotline callers). The respondent must show an ability to collect data and measure and report on client services and outcomes, and must demonstrate the capacity to complete timely and accurate case notes, and provide immediately to HSD upon request.

E. Program Budget, Administration and Operations – 15 pts

The respondent will be evaluated on the clarity of its program budget, with inclusion of line item detail, and reflecting accurate costs for services that will reasonably achieve the desired results. The respondent must demonstrate any startup costs or cost interruptions anticipated, as well as the ability to provide detailed invoices with backup cost details upon request.

Total: 100 pts



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Section B: Instructions for Respondents

1. Submission of the RFP Proposal

Required forms for this Proposal may be found at: www.santacruzhumanservices.org.

Respondents are to download required forms and submit completed proposals in the following 2 formats:

1. A complete, signed hard copy proposal is the official application of record for this RFP. The complete, signed hard copy proposal must be received by 5:00 PM on March 27, 2019. Submit the complete, signed hard copy of the entire proposal either in person or by mail to:

Human Services Department
Centralized Contracting Unit, RFP #2019HSD01
Attention: Adam Spickler
1000 Emeline Avenue
Santa Cruz CA 95060

2. An electronic copy of the complete, signed proposal is required for record keeping purposes, but will not be considered as the official application of record for this RFP. An electronic copy of the entire proposal must be submitted for record keeping purposes by 5:00 PM on March 27, 2019. The electronic copy of the entire proposal may be submitted either 1) via email to: HSDCCU@santacruzcounty.us, attention Adam Spickler; or 2) by including a USB flash drive containing the electronic copy of the entire proposal when submitting the hard copy application.

Please note that a Proposal Checklist (Exhibit A) is available for use; however, it should not be submitted.

2. Point of Contact

Respondents shall direct all questions regarding this RFP to the contract analyst, Adam Spickler, via email at HSDCCU@santacruzcounty.us, or at 831-454-4661. No other person has the authority to respond to any questions submitted unless specifically authorized by Mr. Spickler. Proposer may be disqualified for failure to adhere to this process. If a question submitted via email does not receive a reply of acknowledgement within 24 hours, please contact Mr. Spickler by phone via the number listed above.

3. RFP Process Schedule

The following is the RFP schedule. Please note these dates may change if necessary and any update will be posted to the HSD website.



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- Release of RFP is February 26, 2019
- RFP Advertised in Local Networks and in Print Media on February 27, 2019 and March 5, 2019
- Initial posting of submitted Questions & Answers (prior to Pre-Proposal Conference) will be posted on March 15, 2019
- Pre-Proposal Conference (Attendance is optional) will be held on March 13, 2019
- Final Deadline to Submit Proposal Questions is March 20, 2019, by 5:00 PM
- Final Posting of respondent Questions and Answers will be on March 22, 2019
- Proposal Submission Due on March 27, 2019, by 5:00 PM
- Panel Review will be held April 3, 2019
- Notifications of Award will be emailed on April 12, 2019
- Protest of solicitation or notification of award of a contract due by April 19, 2019
- Notice of Protest Decision by April 26, 2019
- County of Santa Cruz Board of Supervisors Approve New Contract in May 2019

4. Pre-Proposal Conference (Attendance is Optional)

An optional Pre-Proposal Conference will be available for all potential respondents to attend on March 13, 2019, from 10:00 am to 12:00 pm at 1400 Emeline Avenue, Room 173, Santa Cruz, CA 95060. Please note that attendance is optional. The purpose of this Pre-Proposal Conference is to answer questions regarding the RFP. Final questions and answers from this conference will be posted on the HSD website by March 22, 2019. All Conference attendees are strongly encouraged to review the HSD website on the posting date to ensure any and all questions have been received.

Minutes will not be recorded for this meeting. During the Conference, County staff will attempt to answer questions that can be immediately answered; however, oral responses made at the conference will be considered tentative and non-binding.

Conference call attendance is available for those unable to attend the RFP Pre-Proposal Conference. Please email HSDCCU@santacruzcounty.us no later than March 18, 2019 to be provided the phone number and any additional information.



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5. Eligible respondents

This RFP is made available to interested respondents from non-profit organizations with direct or related experience in operating homeless services and housing programs. County reserves the right to request verification of 501(c)3 status.

6. On-Site Inspection

On-site inspection of respondent's facilities may be performed by the County and/or an evaluation committee to ascertain that facilities and equipment, as well as organizational capacity, are in accordance with the requirements and intentions of the RFP.

7. Late Proposals

Proposals received in an email, flash drive or hard copy after March 27, 2019 at 5:00 PM PST will not be considered. Late proposals will be returned, and respondent notified of missed deadline.

8. Questions & Answers

Respondents shall submit questions on process or procedures in writing to the Centralized Contracting Unit at HSDCCU@santacruzcounty.us. Questions received and answers will be posted to the HSD website on March 22, 2019, no later than 5:00 pm PST.

The purpose of this Questions and Answers documentation is to provide the same information to all respondents. Respondents are responsible for checking this website. The deadline for submitting questions is March 20, 2019, by 5:00 pm PST.

9. RFP Addendum

The RFP and its related documents may not be changed by any oral statement. Changes to these documents may be within the published Questions and Answers or by written formal Addendum issued by the County. If/when necessary, a written addendum will be emailed to all known potential respondents of record and posted on the HSD website. Questions and Answers (which may provide further clarification for the proposal) will be published on the website, and respondents are responsible for ensuring their proposal reflects all addenda issued by County.

10. Reservations

County reserves the right to do the following at any time deemed necessary per County concerns such as, but not limited to, emerging directives of the Board of Supervisors, impacts to revenue outside of County control, or emerging information from State, Federal or other authorities directing County's programs. Should any of the following rights be exercised, County may provide a brief notification via website update under the affected RFP announcement, and reference that information source to known prospective respondents whenever feasible.



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- Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process
- Terminate the RFP and issue a new RFP anytime thereafter
- Procure any services specified in the RFP by other means
- Extend any or all deadlines specified in the RFP by issuance of an addendum at any time prior to the deadline for submittals. Any such addendum may be announced solely via the website referenced herein and may include email to known prospective respondents.
- Disqualify any respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to County
- Reject the proposal of any respondent that is in breach of or in default under any other agreement with County or the Federal government.
- Reject any respondent deemed to be non-responsive, unreliable, or unqualified, or who submits false information
- Reject any and all proposals with a written response indicating any reasons for such rejection

11. Notification of Modification or Withdrawal of Proposal

Respondent may modify or withdraw proposal prior to the deadline for submittals by formal written notice. All proposals (and any related materials) not withdrawn prior to the deadline for submittals will become the property of the County.

12. Cost Liability for Preparation

Respondent is solely responsible for all costs incurred in preparing for or submitting the proposal.

13. Reference Form

Respondent shall submit Attachment C, Reference Form which includes an Authorization for Release of Information and Waiver of Liability. Reference checks should confirm that respondent has successfully performed the proposed services on similar projects, including completion within budget, schedule and scope.

County reserves the right to check any or all references:

- Necessary to assess past performance
- Pertaining to similar projects that demonstrate experience that is relevant to the RFP scope of work



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- Explicitly specified in the proposal or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services known to County

14. Subcontractor(s)

Respondents submitting proposals for work performed by a subcontractor shall submit Attachment E, Designation of Subcontractors.

15. Non-Collusion Declaration

Respondents shall complete and submit Attachment B, Non-Collusion Declaration.

16. Awarded Contract Negotiations

Upon award of contract, County reserves the right to negotiate the proposed cost or Scope of Work with respondent prior to contract signing. If requested by County, selected respondent shall meet in person or on the phone with staff to review and/or edit the Scope of Work and/or Budget prior to County staff making a final award recommendation to the County Board of Supervisors.

17. Protest and Appeals

Please refer to Exhibit B, for procedures on protest and appeals.

Section C: Response Format

Proposal must be submitted electronically via email as indicated in Section B1. Applicant must submit required Attachments in the fillable format provided and may provide additional Exhibits in any form (such as Acrobat PDF, Microsoft Word or Excel).

If respondent cannot submit electronically they may submit via hard copy that is bound in some way with index tabs separating the sections identified in the Table of Contents. The Cover Sheet of each proposal must be marked "Original" or "Copy." Pages must be numbered on the bottom of each page. Proposal must include all of the following required attachments:

1. Cover Letter and Certification of Compliance (Attachment A)

The Cover Letter shall state that the proposal remains valid for at least 90-days subsequent to the date of the proposal submission.

Respondent shall acknowledge that proposal and any other negotiated terms shall be binding and inclusive to any agreement for operation of any/all of the programs entered into with County.



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2. Table of Contents (No form provided - Optional)

Proposal may include a table of contents, with index tabs separating each section identified for paper applications.

3. Non-Collusion Declaration (Attachment B)

Complete and submit the Non-Collusion Declaration form provided.

4. Reference List (Attachment C)

Complete and submit the Reference Form/Authorization for Release of Information and Waiver of Liability form provided.

5. Budget Proposal (Attachment D)

Prepare, in accordance with Generally Accepted Accounting Principles, one Budget Proposal Worksheet (Excel PDF attachment provided). The Budget Proposal must clearly identify the proposed service type(s) at an annual cost to the respondent.

Budget Proposals shall include line item budget detail, expenditures including personnel, non-personnel items. Supporting detail applicable to salaries and benefits, such as position descriptions and full time equivalent units, shall be included in the Budget Proposal.

6. Designation of Subcontractors (Attachment E)

Complete and submit the Designation of Subcontractors form provided, only if using subcontractors.

7. Audited Financial Statements

Respondents must provide copies of audited financial statements for the last two (2) fiscal years. If audited financial statements are not available, respondent must explain this as part of the proposal narrative.

8. Terminated Contracts

Respondent must disclose any terminated contracts and provide:

- Contracting agency
- Original contract date
- Reason for termination
- Agency contact person and telephone number



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9. Pending Litigation

Respondent must disclose any pending litigation including:

- Location filed, name of court and docket number
- Nature of litigation

10. Proposal Narrative (No Form Provided)

Respondent must provide a written narrative that has the following sections:

- Project Approach (1 page maximum)
- Qualifications (4 pages maximum)
- Program Implementation (5 pages maximum)
- Outcomes Measurement and Data Collection (1 page maximum)

For each section, ensure all components are addressed. Font cannot be larger than 11 points, single spacing is preferred and the total scope of work should be no more than 11 pages.

A. Approach

In this section, describe your organization's approach to implementing similar services to those listed in this RFP and include responses to all the points listed below.

- Describe the organization's experience collaborating with other agencies and any key lessons learned.
- Explain the organization's philosophy and approach to working through challenges, in particular, how the organization utilizes State regulations pertaining to family reunification activities and requirements, and implements them in a manner that in line with the organization's philosophy, is trauma-informed and incorporates cultural humility.
- Provide an example of a significant challenge that the organization has experienced implementing a program with services similar to those described in this RFP, and how the organization addressed the challenge.
- Describe the organization's approach or experience with the key practices noted in this RFP.

B. Qualifications

Describe the organization's qualifications to implement the program and achieve the desired results outlined in this RFP by responding to each of the points listed below. Respondents submitting collaborative proposals must each respond separately.



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- Describe the organization's experience providing supervised visitation, therapeutic counseling and parent education to families as detailed in a court-ordered case plan. Share any experience the organization has managing a crisis hotline.
- Describe the cultural and linguistic competency of the organization and staff, specifically the ability to provide services to participants throughout the County in both Spanish and English.
- Describe the licensure of staff.
- Describe the organization's history of measuring impact and the track record of achieving outcomes.

C. Program Implementation

Utilizing the information on [Desired Results](#) and [Program Design](#) noted in this RFP, describe how the organization would implement each component of the program.

- Submitted proposals must detail the activities that will shape the program design, and how those activities will meet the desired results for supervised visitation, specialized counseling, parenting education and crisis hotline management.
- Describe what [evidence-based practices](#) will be implemented for each service component.
 - For model and promising programs identify the website or citations of research that shows the program meets the criteria for these levels as defined in the County's [Level of Evidence Framework](#).
 - For innovative or evidence informed practices describe the data or other information that suggests the practices or program will be effective in meeting the desired results.
- Explain how the program will follow the assigned [levels of supervised visitation](#) noted in this RFP, and what processes will be utilized to help families decrease their level of supervision over time, and increase frequency and duration of visits as families near reunification.
- Detail how the [key practices of service](#) noted in this RFP will be incorporated in your program designs, and how the progress of each key practice of service will be measured.

D. Outcomes Measurement and Data Collection

Describe your organization's capacity to measure the desired results for each service component of the [Program Design](#) noted in this RFP. Include responses to all of the items below.

- Explain how outcomes will be measured and identify the primary data collection tools and/or [assessment tools](#) that will be used.



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- Identify what measurements will measure the Desired Results of these services.
- Include the organization's familiarity with federal and California-specific Child Welfare Services performance metrics.
- Describe the organization's data base or collection system and the capacity to run reports from the relevant databases and analyze the information. Describe the staffing available to perform these tasks.
- Describe the challenges the organization has encountered in prior data collection, measurement, or reporting efforts, and what the program would require to successfully measure the impact of services.
- Describe any technical assistance or additional resources that would be needed to ensure accurate and reliable reporting.

Section D: Standard Terms & Conditions

1. Contract Provisions

In the event that an organization is selected for funding, additional documentation will be required in order to develop a contract for services and the contract must comply with all provisions outlined in the Independent Contractor Agreement (ICA). County reserves the right to change these agreements as directed by County Counsel and/or under authorization of the County Board of Supervisors.

2. Assignment

Awarded respondent shall not assign contract, or any interest herein, without the written consent of County. Additionally, as respects the Non-Assignment clause within the County ICA, Section 9, County further reserves the right to approve Contractor's assignee under whatever terms and conditions County may require. Awarded Contractor must provide County thirty (30) days written notice prior to sale of Contractor. County may elect to cancel Contract at that time. County may, at its sole discretion, permit the new owner to assume all existing Contract terms and conditions.

3. Licenses, Permits and Certifications

Awarded respondent and respondent's employees shall possess all applicable licenses, permits and certifications required by Federal, State and/or County codes and regulations and shall provide such licenses, permits and certifications to County upon request.



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4. Compliance with Laws

Awarded respondent shall comply with all Federal, State and local rules, regulations and laws.

5. Compliance with Federal System for Award Management

Awarded respondent must certify that they are neither suspended, debarred, nor proposed for debarment from receiving federal funds; declared ineligible to receive federal funds; or voluntarily excluded from participation in covered transactions by any federal department or agency.

6. Inclusion of Documents

The RFP, all addenda and the Proposal submitted in response to the RFP may become a part of any contract awarded as a result of the RFP.

7. Severability

Should any part of Awarded contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of contract, which shall continue in full force and effect; provided that the remainder of contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8. Default

a. In addition to its remedies elsewhere within the ICA or RFP terms and conditions, County may, by written notice of default to Awarded Contractor, terminate Contract in whole or in part if Contractor fails to:

1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof or
2. Perform any of the other provisions of Contract

b. In the event County terminates Contract in whole or in part, as provided elsewhere within the ICA or RFP terms and conditions, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.



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9. Off-Shore Outsourcing of Services

Awarded respondent shall certify that all services performed on any purchase order or contract with County, either by contractor or subcontractor(s) will be performed solely by workers within the United States.

10. Force Majeure

Awarded respondent shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as natural acts, epidemics, war, terrorism or riots.

Section E: Attachments & Exhibits

Attachments to RFP must be submitted as part of the respondent's proposal, as indicated within Section C: Response Format.

Attachment A: Cover Letter and Certification of Compliance

Attachment B: Non-Collusion Declaration

Attachment C: Reference Form/Authorization for Release/Waiver of Liability

Attachment D: Budget Proposal Worksheet

Attachment E: Designation of Subcontractors

Exhibits to this RFP are provided as pertinent for informational purposes to the respondent.

Exhibit A: Proposal Checklist

Exhibit B: Protests and Appeals Procedures (Revised and posted 4/4/2018)

Exhibit C: Independent Contractor Agreement (Non-Profit)

Exhibit D: Level of Evidence Framework for Evidence-Based Practices/Programs



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Attachment A: Cover Letter and Certification of Compliance

Statement of Proposer

Being duly authorized to represent and act on behalf of

_____, I, the undersigned, having reviewed and fully understood all of the RFP requirements and information contained therein hereby submit this Proposal for the RFP referenced above, for your consideration and evaluation. The Proposal shall be valid for a period of at least 180 days from the Proposal Due Date.

By indication of the authorized signature below, Proposer does hereby certify and assure

Proposer's (potential contractor's) compliance with:

- The laws of the County of Santa Cruz;
- Title VI of the Federal Civil Rights Act of 1964;
- Title IX of the Federal Education Amendments Act of 1972;
- The Equal Employment Opportunity Act and the regulations issued therein by the Federal government;
- The Americans with Disabilities Act of 1990 and the regulations issued therein by the Federal government;
- The condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- The condition that no amount shall be paid directly or indirectly to an employee or official of the County of Santa Cruz as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the selected Provider in connection with the procurement under this RFP.



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Dated this _____ day of _____, 20____.

Authorized Signature: _____

Authorized Name: _____

Authorized Title: _____

Legal Entity Name: _____

Federal Employer ID: _____

Authorized Mailing Address: _____

Authorized Telephone: _____

Authorized Email Address: _____

Attachments: Board of Directors/Partners list (for each legal entity)



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Attachment B: Non-Collusion Declaration

To be executed by Proposer and submitted with Proposal

I, _____ (Print Name), am the
_____ (Position/Title) of
_____ (Agency/Company), the party making the foregoing
Proposal, affirming that this Proposal is not made in the interest of, or on behalf of, any
undisclosed person, business or other entity; that this Proposal is genuine and neither collusive
nor bogus; that the Proposer has not directly or indirectly induced or solicited any other Proposer
to submit a bogus Proposal; and has not directly or indirectly colluded or arranged with any other
Proposer or anyone else to submit a bogus Proposal, or that any other Proposer or anyone else
shall refrain from submitting a Proposal; that the Proposer has not in any manner directly or
indirectly, sought by agreement, communication, or conference with any other Proposer or
anyone else to fix the Proposal price of the Proposer or of any other Proposer, or to fix any
overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to
secure any advantage against the public body awarding the contract or of anyone interested in
the proposed contract; that all statements contained in this Proposal are true; and that the
Proposer has not, directly or indirectly, submitted his/her Proposal price or any breakdown
thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will
not pay, any fee to any person, business, bid depository or other entity, or to any member or
agent thereof to effectuate a collusive or bogus Proposal or Proposal price.

I declare under penalty of perjury under the laws of the State of California that the foregoing is
true and correct:

_____ (Authorized Signature)

_____ (Date)



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Attachment C: Reference Form / Authorization for Release of Information and Waiver of Liability

To be executed by Proposer and submitted with Proposal

By signing this Authorization and Waiver, the County of Santa Cruz and its officers and employees are released from any claims, damages or liabilities of any kind, that may directly or indirectly result from the use, disclosure, or release of such information by any person or party, whether such information is favorable or unfavorable, arising from the references provided.

_____ (Authorized Signature)
_____ (Printed Name) _____ (Date)
Representative of _____ (Agency/Company)

Agency/Company Name: _____

Agency/Company Address: _____
Contact Name: _____ Contact Telephone: _____
Dates/Types of Service: _____

Agency/Company Name: _____

Agency/Company Address: _____
Contact Name: _____ Contact Telephone: _____
Dates/Types of Service: _____

Agency/Company Name: _____

Agency/Company Address: _____
Contact Name: _____ Contact Telephone: _____
Dates/Types of Service: _____

Agency/Company Name: _____

Agency/Company Address: _____
Contact Name: _____ Contact Telephone: _____
Dates/Types of Service: _____



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Attachment D: Budget Proposal Worksheet

PERSONNEL COSTS - SALARIES & BENEFITS (Include FTE)	ANNUAL PROGRAM COST	Budget Narrative (OPTIONAL)
TOTAL PERSONNEL COSTS		

NON-PERSONNEL COSTS	ANNUAL PROGRAM COST	Budget Narrative (OPTIONAL)
Equipment, Maintenance & Technology		
Travel & Training		
Rent & Utilities		
Marketing and Outreach		
Misc. Operating Expenses		
Professional Services		
TOTAL NON-PERSONNEL COSTS		

	ANNUAL PROGRAM COST	Budget Narrative (OPTIONAL)
GRAND TOTAL		

Budget Narrative (explain any start or ramp up costs or cost interruptions anticipated, and briefly note invoice and accounting process for billable cost details):



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Attachment E: Designation of Subcontractors

To be provided by Proposer and submitted with Proposal

Provide the following information for each subcontractor. A Subcontractor is one who either (1) performs work for or (2) provides a service to the Proposer. If there are no subcontractors, please state "NONE". Please use additional pages as necessary.

1. *Subcontractor Name:* _____

Subcontractor Address: _____

Services to be performed: _____

2. *Subcontractor Name:* _____

Subcontractor Address: _____

Services to be performed: _____

3. *Subcontractor Name:* _____

Subcontractor Address: _____

Services to be performed: _____

4. *Subcontractor Name:* _____

Subcontractor Address: _____

Services to be performed: _____

5. *Subcontractor Name:* _____

Subcontractor Address: _____

Services to be performed: _____



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Exhibit A: Proposal Checklist

- _____ Cover Letter and Certification of Compliance (Attachment A)
- _____ Table of Contents (No form provided - Optional)
- _____ Non-Collusion Declaration Form (Attachment B)
- _____ Reference List Form/Authorization Release/Waiver of Liability (Attachment C)
- _____ Budget Proposal Worksheet (Attachment D)
- _____ Designation of Sub-Contractors (Attachment E)
- _____ Audited Financial Statements for the last two fiscal years
- _____ Terminated Contracts and Pending Litigation – As needed
- _____ Proposal Narrative (No Form Provided)



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Exhibit B: Protests and Appeals Procedures

1. Protests and Appeals of Procurement Awards

Any actual or prospective bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or notification of award of a contract, may protest to the Human Services Department Director. The protest shall be submitted in writing to the address below within five (5) business days after notification of the recommendation of award.

HSD Director
1000 Emeline Avenue, Santa Cruz
Santa Cruz, Ca 95060

2. Protests to HSD

- A. The HSD Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:
- State the reason for the action taken;
 - Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors (Clerk of the Board) within seven (7) business days after receipt of the decision by HSD Director. If the award is not subject to approval by the Board of Supervisors (Board), the HSD Director shall make the final decision on the merits of the protest.
- B. HSD may discuss with County Counsel all protests prior to issuing a written decision.

3. Appeals to the Board of Supervisors

If so requested, as set forth in above, and if the award is subject to approval by the Board, the decision of HSD Director may be appealed to the Board. If the award is not subject to approval by the Board, HSD Director shall make the final decision on the merits of the protest per Section 2.

4. Appeal Time Limits

Appeals of decisions shall be initiated within ten (10) days of the decision. The County shall be considered an interested party. If the appeal period ends on a day when County offices are not open to the public for business, the time limits shall be extended to the next full business day.



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5. Initiation of Appeals

- A. An appeal shall be filed with the Clerk of the Board on a form provided and shall state, as appropriate, any of the following:
- A determination or interpretation is not in accord with the purpose of these procedures or County Code;
 - There was an error or abuse of discretion;
 - The record includes inaccurate information; or
 - A decision is not supported by the record.
- B. In the event of a timely appeal before the Board under this Section, the County shall not proceed further with the solicitation or with the award of the contract until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, and HSD, makes a written determination that the award of the contract without delay is necessary to protect a substantial interest of the County.



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Exhibit C: Independent Contractor Agreement – (Non-Profit)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and (enter contractor name), hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: (enter scope of work) for the County of Santa Cruz (enter department name) Department (hereinafter “the project”).
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$(enter amount of contract), processed for payment in full after completion of the project, receipt of invoice, and approval of project manager [OR] after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved on the project during the preceding month.
3. TERM. The term of this Contract shall be: (first date of contract) through (last date of contract). If this Contract is placed on the County’s Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.
4. EARLY TERMINATION. Either party hereto may terminate this Contract at any time by giving thirty (30) days’ written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- A. A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR’S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
- B. B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR’S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).



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6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here _____ / _____.

A. Types of Insurance and Minimum Limits

(1) Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here _____ / _____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$_____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY _____ / _____.



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B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a “Claims Made” rather than “Occurrence” form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter “post Contract coverage”) and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(3) All required insurance policies shall be endorsed to contain the following clause: “This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

Santa Cruz County

[Enter Department Name]

Attn: [Enter Department Contact]

[Enter address]

Santa Cruz, CA 95060



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Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

Santa Cruz County

[Enter Department Name]

Attn: [Enter Department Contact]

[Enter address]

Santa Cruz, CA 95060

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:
- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
 - B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:



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(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of



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CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.
10. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.
11. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.
12. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein
13. ATTACHMENTS. Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

TBD
14. LIVING WAGE. This Contract is covered under Living Wage provisions if this section is initialed by COUNTY_____.

If Item # 14 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate



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requirement of this chapter, but are not exempt from, and must adhere to, the “non-wage” related requirements of County Code Chapter 2.122.100, 2.122.130, and 2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of the Contract will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. NON-PROFIT CONTRACTOR MISCELLANEOUS REQUIREMENTS. The following requirements shall be met, in addition to any other requirements of this Contract:

A. PUBLIC INFORMATION AND WEB LINKS

CONTRACTOR shall maintain updated information with 211 Santa Cruz County (<http://www.unitedwaysc.org/211-santa-cruz-county>). If a non-profit CONTRACTOR has an organizational web site, it shall be a requirement of this Contract to provide links to the Santa Cruz County Government (<http://www.co.santa-cruz.ca.us>), and Workforce Santa Cruz County (<http://www.workforcesc.com>) web sites.

16. MONITORING PROGRAM FOR 501(c)(3) NONPROFIT AGENCIES. Each of the following requirements shall be met, in addition to any other requirements of this Contract.

A. Within 180 days of the end of each of the CONTRACTOR’S fiscal years occurring during the term of this Contract, the CONTRACTOR shall provide the Contract Administrator with two copies of Financial Statements relating to the entirety of the CONTRACTOR’S operations. Financial statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one copy of the financial statements to the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector (“ACTTC”).

- For the purposes of this paragraph, “CONTRACTOR’S fiscal year” shall be that period the CONTRACTOR utilizes for its annual budget cycle.
- The Contract Administrator with concurrence of the ACTTC may agree to extend the deadline for the Financial Statements required by this paragraph.

In the sole discretion of the County, the requirements of this paragraph may be exempted where the Contract Administrator and the ACTTC ascertain that such reporting is not essential, and both certify to its inapplicability by initialing here ____ (Aud); ____ (CA).

The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs



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the CONTRACTOR'S financial position or substantially interferes with the CONTRACTOR'S ability to offer the services it has agreed to provide as set forth in this Contract. The Contract Administrator shall notify the ACTTC of any impairment upon being notified by the contractor.

For audit authority of the ACCTC refer to the paragraph on "Retention and Audit of Records."

17. NON-BINDING UNTIL APPROVED. Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$15,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.
18. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

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SIGNATURE PAGE

Contract No. _____

Independent Contractor Agreement – (Non-Profit)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. (ENTER CONTRACTOR NAME)

4. COUNTY OF SANTA CRUZ

By: _____
SIGNED

By: _____
SIGNED

PRINTED

PRINTED

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

3. APPROVED AS TO INSURANCE:

1. APPROVED AS TO FORM:

Risk Management

Office of the County Counsel

DISTRIBUTION:

- [Enter Initiating Department Name]
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Contractor



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Exhibit D: Level of Evidence Framework for Evidence-Based Practices/Programs

For a contracted program to be considered evidence-based, it must meet the Levels of Evidence criteria adopted by HSD. HSD's definition of evidence-based program/practices includes three levels—Model, Promising and Innovative. Promising or Model programs have been proven effective for the target population by research studies. Innovative programs or practices, often called “evidence informed” are practices/programs that are informed by data collected by the program. Respondents may use the definitions listed below to assess if a proposed program service component meets the criteria of evidence-based, and at which level.

Level of Evidence Criteria

- **MODEL:** Model practices have the highest level of scientific evidence demonstrating that they are effective. For practices to be considered MODEL, they must meet the following criterion: Listed in a credible EBP clearinghouse at the highest level.
- **PROMISING:** Promising practices have valid scientific evidence demonstrating effectiveness. Often these practices can be listed in an EBP clearinghouse as the second highest level of evidence. For practices to be considered PROMISING, they must meet the following criterion: Demonstrated at least one evaluation by an independent researcher using experimental or quasi-experimental research methods showing a statistically significant positive impact.
- **INNOVATIVE:** Innovative practices allow for local innovation and provide some evidence that the intervention is effective. For practices to be considered INNOVATIVE, they must have: Demonstrated positive outcomes through previously collected data.