



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL PS-#1071 JUVENILE DEPENDENCY MEDIATION

MARCH 5, 2010

The County of San Luis Obispo is currently soliciting proposals for professional services for Juvenile Dependency Mediation.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception, may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

If your firm is interested and qualified, please submit [5] copies of your proposal by 3:00 p.m. April 5, 2010 to:

County of San Luis Obispo
Phill Haley, GSA Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Christopher Monza at (805) 781-1902.

PHILL HALEY
Buyer - PURCHASING
phaley@co.slo.ca.us

TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: LOCAL PROPOSERS PREFERENCE

The County of San Luis Obispo has established a local vendor preference. All informal and formal Request for Proposals for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate RFP's (Request For Proposals) considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in County proposals.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of 5 (five) copies must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on April 5, 2010. Late proposals will not be considered.
2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: Phill Haley
Telephone: 805-781-5904
3. Costs of preparation of proposals will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an approved County procedure for awarding professional contracts.
6. This request does not constitute an offer of employment or to contract for services.
7. The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this request.
8. The County reserves the option to retain all proposals, whether selected or rejected.
9. All proposals shall remain firm for sixty, (60) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to a consideration of the professional service fee.
11. Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.
12. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.

PROPOSAL FORMAT

A qualifying proposal must address all of the following points:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
 - a. Propose total fixed fees to complete project as described under Project Scope.
 - b. The selected Consultant will be required to provide insurance coverage in the amount of \$ 1,000,000 General Liability Insurance and \$1,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.

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- c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

Indemnification:

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Inverse condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and Ahold harmless@ rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

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1. INTRODUCTION

1.1 Definitions

1.1.1 CWS - Child Welfare Services

1.1.2 County – Department of Social Services

1.1.3 Juvenile Dependency Medication (JDM) Program - Juvenile Dependency Mediation is an alternative dispute resolution program within the Juvenile Court which provides a formal, non-adversarial process that is separate from but within the court structure. It is conducted by a highly trained neutral third party professional to resolve disputes. The information discussed in mediation is confidential.

1.1.4 Eligible Participants - Persons eligible for services include parents, and children over the age of ten (10). Other participants can include family members of the child(ren), guardians ad litem, Court Appointed Special Advocate (CASA), and any other involved person or professional in the family's case including their attorney(s).

1.1.5 Department of Social Services (DSS) - Department representing the County of San Luis Obispo with regard to the JDM services.

1.1.6 Provider - Agency, organization or individual selected to provide services as requested in this RFP.

1.2 Background

The Child Welfare Services (CWS) system is a provider of services that focuses on protecting neglected and abused children. A significant CWS service is working with the juvenile court to investigate allegations of neglect and abuse. The Juvenile Dependency Court is the division of the Superior Court responsible for hearing cases involving children who have been abused and neglected. The legal actions in this court are described in the Welfare and Institutions Code (WIC) § 300 et seq.

“to provide maximum safety and protection for children who are currently being physically, sexually, or emotionally abused, being neglected, or being exploited, and to ensure the safety, protection, and physical and emotional well-being of children who are at risk of that harm. This safety, protection, and physical and emotional well-being may include provision of a full array of social and health services to help the child and family and to prevent repeat abuse of child. The focus shall be on the preservation and emotional well-being of the child.”

Whenever possible the Court strives to preserve and strengthen families so children can be raised safely in their own homes. When that is not possible, the Court's focus then shifts to ensuring that children receive a permanent home in

a timely fashion, either through reunification with their rehabilitated parents or through adoption, legal guardianship or a long term foster care commitment.

The Juvenile Dependency Court process may involve complicated and confusing procedures and hearings intended to protect children through the use of the Court's authority. This process usually starts by the filing of a petition by CWS under WIC § 300. During this time a child may be placed in a temporary placement or remain in the custody of a parent if it is safe to do so.

Following the petition filing, efforts are made to determine if the allegations are true, and if true, whether Dependency Court jurisdiction is necessary. At this point a large percentage of cases proceed through a settlement process by referral to the Dependency Court Medication Services Program, also known as the Juvenile Dependency Mediation (JDM) Program. In many jurisdictions, mediation has proven to be a very efficient and cost effective strategy to resolve issues that are being argued or contested in the court.

In 2005 San Luis Obispo County Department of Social Services (DSS) teamed with a community partner and initiated a pilot program for Juvenile Dependency Mediation (JDM). The local program is a confidential process conducted in a non-adversarial setting by trained and neutral third party facilitators. The facilitators have no decision-making authority and instead seek to assist the parties to explore and reach an informed and mutually acceptable resolution.

The nature of child abuse and neglect cases involves traumatic situations for children and family members. Contested hearings in these cases contribute further stress to the situation, and place the children and their parents in adversarial positions. Early resolution of these cases in mediation serves to reduce stress to children and families; allows for expedient case management; and provides significant savings of court adjudication time, attorney's fees and court costs, while preserving the Court's authority to protect children.

Judges/commissioners, attorneys or representatives of the child protection agency (either caseworkers or legal counsel for the agency, or both) have the option of requesting mediation. Once requested, Court rules and policies hold that all parties must attend.

1.3 Contract Term and Amount:

1.3.1 The term of the services begins July 1, 2010, and ends June 30, 2011.

1.3.2 The total contract amount available for the JDM Program is \$50,000.

1.3.3 The contract may be renewed without a new bid, per Manual Policies and Procedure (MPP) Section 23-621, no more than a three year term or renegotiated under the terms of Section 23-650, Procurement by Negotiation.

1.4 Eligible Applicants:

JUVENILE DEPENDENCY MEDIATION

Entities with demonstrated effectiveness in mediating disputes over parenting responsibilities and child health and safety are invited to apply.

1.5 Program Goals:

The primary goal of the JDM program is the direct safety of children and families that DSS serves. With a commitment to Best Practices, the focus of services should emphasize permanency for children, while helping families, agency members, and service providers to resolve problems and disagreements in dependency cases in an expedient and thorough manner.

1.6 Program Outcomes:

1.6.1 Provide JDM services to sixty four (64) families per year.

1.6.2 Design/Improve visitation plans.

1.6.3 Increase the number of children placed with relatives or someone they know when they cannot be with parents.

1.6.4 Decrease the rates of contested 6 and 12 month hearings when a JDM occurred at the disposition hearing.

1.6.5 Ensure children spend less time in foster care.

1.6.6 Assist parents in having a higher degree of satisfaction in court.

2. SCOPE OF SERVICES

Provider must have expertise in Juvenile Dependency Court Mediation (JDCM) including a strong knowledge of multi-party mediation practices and a foundation in dependency law and child welfare system. The consultant must also be aware of the diverse program models of JDCM programs across California. The task of the consultant is to provide mediation services to children and families involved in juvenile dependency court.

It is the provider's responsibility to propose a complete Scope of Work that explains in detail the provider's offering and that addresses at least the below components.

2.1 Maintain a juvenile dependency calendar and provide DSS with updated calendar of availability 24 hours prior to court dates.

2.2 Train and supervise mediators to conduct JDMs.

2.3 Have available adequate space for facilitation, such as a conference room with table, chairs, access to restroom facilities and access for the disabled. The space should be secure and private. Typically JDMs involve from 8 to 12 participants.

JUVENILE DEPENDENCY MEDIATION

- 2.4 Provide a mediator to facilitate the mediation session (typically lasts 60 to 120 minutes) including:
 - 2.4.1 Secure releases of confidentiality, as needed.
 - 2.4.2 Explain the mediation process.
 - 2.4.3 Facilitate group process through mediation and ensure participation from all.
 - 2.4.4 Maintain the focus and redirect as necessary to the specific matter of the referral.
 - 2.4.5 Maintain the sense of objectivity and safety and sensitivity in the process.
 - 2.4.6 Track time to ensure timely resolution.
 - 2.4.7 Create notes documenting the decision/outcome.
- 2.5 Draft a proposed resolution for the participants' signatures to be delivered to the court by the assigned social worker for the court's consideration of approval.
- 2.6 Provide for the initial and ongoing training, support, and supervision of mediators.
- 2.7 Provide for the processing of evaluations or complaints about a mediator's performance.
- 2.8 Participate in any local, state or national data collection at the direction of DSS.
- 2.9 Preserve confidentiality in accordance of pertinent law, including but not limited to maintenance, storage and disposal of records in association with the provision of providing JDMs.
- 2.10 Ensure facilitators understand, fulfill and comply with mandated reporter duties for any new allegation of child or dependent adult abuse.
- 2.11 Provide monthly updates on actual numbers of mediations held on a monthly and cumulative basis to DSS Accounting.

JUVENILE DEPENDENCY MEDIATION**3. RFP SCHEDULE OF EVENTS**

The County has developed the following list of key dates from the time of the issuance of this RFP through the intent to award contract. County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

#	EVENT	DATE
1.	County issues RFP	03/05/10
2.	Deadline for Submitting Proposals	04/05/10
3.	County Completes Technical Evaluation	04/23/10
4.	County Sends Written Notice of Intent to Award	05/03/10
5.	Conclude Contract Development	05/31/10
6.	Contract to Board of Supervisors (BOS) for Approval	06/22/10
7.	Anticipated Contract Start Date	07/01/10