

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
FAMILY SERVICES AGENCY OF SAN MATEO COUNTY**

THIS AGREEMENT, entered into this _____ day of _____, 20_____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FAMILY
SERVICES AGENCY OF SAN MATEO COUNTY, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract
with independent contractors for the furnishing of such services to or for County or any
Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose
of providing supervised and therapeutic visitation services.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference
herein:

Exhibit A- Program Description
Exhibit B - Payment Schedule
Exhibit C- Program Monitoring
Exhibit D- Child Abuse Reporting Requirement
Attachment H - Fingerprinting Certification Form
Attachment I - §504 Compliance
Attachment J – Contractor’s Declaration Form

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit “B,” Contractor shall
perform services for County in accordance with the terms, conditions and specifications set
forth herein and in Exhibit A, Exhibit B, Exhibit C and Exhibit D.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms,
conditions and specifications set forth herein and in Exhibit A, Exhibit B, Exhibit C and
Exhibit D. County shall make payment to Contractor based on the rates and in the manner
specified in Exhibit "B." The County reserves the right to withhold payment if the County
determines that the quantity or quality of the work performed is unacceptable. In no event

shall the County's total fiscal obligation under this Agreement exceed **six hundred thirty four thousand five hundred dollars (\$634,500)**.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2009 through June 30, 2012.

This Agreement may be terminated by Contractor, the Human Services Agency Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000

(c) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment “I,” which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay

for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:
Gary Beasley, Director of CFS
400 Harbor Blvd, Bldg B
Belmont, CA 94002

In the case of Contractor, to:
Kimberly Pesavento
Family Service Agency of San Mateo County
24 Second Avenue
San Mateo, CA 94401

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Mark Church, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Family Services Agency

Contractor's Signature

Date: _____

**FAMILY SERVICE AGENCY OF SAN MATEO
July 1, 2009 through June 30, 2012
PROGRAM DESCRIPTION**

In consideration of payments provided in Exhibit B, Contractor shall provide the services described below:

1. Program Description

Contractor shall provide visitation services for abused and neglected children who have been placed out of home. Contractor shall provide visitation centers in the North, Central and South regions of the county, and shall be able to accommodate multiple visits occurring at the same time at their own center or at other community centers, businesses, public outdoor spaces, or private venues as mutually agreed upon by Contractor and Children and Family Services (CFS) staff. Contractor shall provide trained staff to supervise the visits and shall provide age-appropriate toys and reading materials suitable for children. Contractor shall collaborate with CFS to allow for a continuum of services that moves the family from supervised to unsupervised visitation.

When visitation has been ordered to be under the direction of the Agency, visits should increase incrementally as families demonstrate an increased ability to provide a safe, stable environment for the children. A typical plan would have visits progressing from a few hours to half a day to a full day to overnights during a period of several months.

2. Background

The CFS staff of the Human Services Agency (HSA) assesses children for abuse and neglect, offers case management services for the families and children who have been abused or neglected and are in out-of-home care or in their own homes, and provides adoption and foster home licensing services.

CFS investigates allegations of child abuse and neglect reported to the Child Abuse Hotline. Children in imminent danger may be removed from the parents' custody and placed in out-of-home care by Juvenile Court. Juvenile Court must address the issue of visitation with the parents, siblings, grandparents, and other relatives while the child is placed out-of-home. In cases where Juvenile Court has concern about the safety of the child during visitation with the parent, sibling, grandparent, or other relatives, supervised visitation will be ordered. In cases where the parent may present a serious threat to the child, such as child abduction, threats of serious violence, an untreated mental illness which poses a risk for the child, or a documented diagnosis/history of violent outbursts, County of San Mateo staff will provide supervised visitation in County facilities.

Supervised visitation allows parents to maintain contact with their children while providing some degree of protection for the children and youth. Supervised visitation programs permit a third

person to monitor the visits between the parent and the child so that the interaction between parent and child is healthy and the child is safe from further abuse or coercion by the parent. Supervised visits may take place in a county office, designated visitation setting, foster home, home of the parents, a public site such as a park or restaurant, or another site to be determined by the referring social worker. The location of the visit is arranged on a case-by-case basis. Visitation monitors are expected to watch the entire visit, to intervene if necessary, and to give written feedback about the visits to the social worker who made the referral.

In cases where visitation is weekly or more frequent, the social worker must supervise at least two of the visits that occur in a month. In cases where supervised visitation occurs less frequently, the social worker must supervise at least every other visit. Social workers cannot delegate all of the supervised visits to CFS Central Support or contract provider.

3. Goals

There are at least three goals in doing supervised visitation:

- a. To provide a safe place for parent/child contact in situations where there is a demonstrated risk to the child if he/she is left in the care of the parent without an Agency representative present. A demonstrated risk includes any situation in which:
 - There is potential for violence or threatening behavior on the part of the parent;
 - There is a possibility of coercion by either parent;
 - There is the potential for abduction of the child by the parent;
 - The parent has acted inappropriately during prior visits;
 - A WIC 300e petition (severe physical abuse to a child under the age of five) has been sustained.
- b. To work with the family to facilitate a safe and healthy parent/child relationship by monitoring behavior and conversations and by intervening when conditions are unsafe or inappropriate.
- c. To provide information to the social worker who will use that information to assess the quality of the parent/child relationship and examine strengths and weaknesses in the relationship.

4. Objectives

Contractor shall achieve the following objectives:

- 4.1 Schedule visits up to the annual number of service hours indicated below. (Each visit shall include 15 minutes each of pre- and post- consultation, 30 minutes of documentation, and transportation time for off-site visits.)

Supervised Visitation: 1,335 hours, and

Therapeutic Visits (mostly bilingual): 835 hours

- 4.2 90% of families referred for visitation for new and ongoing visits are scheduled for visits, as measured by the Contractor's case records. To enable Contractor to meet this standard within its proposed staffing levels, CFS Central Support will maintain to the best of its ability an even flow of referrals, and HSA will take into account the rate of referrals when assessing Contractor's performance under this section.
- 4.3 90% of families receive visitation services within 5 working days of Contractor's receipt of the completed referral form.
- 4.4 90% of the customer satisfaction surveys show a positive experience with the visitation Contractor, as measured by Contractor's tabulation summary of customer satisfaction surveys.

5. Target Population

- 5.1 The target population to be served by Contractor is limited to children who are dependents of the Juvenile Court and their parents, siblings, grandparents, guardians, and other relatives with whom Juvenile Court has ordered supervised visits, or as requested by the social worker.

6. Referrals

- 6.1. All referrals to this program shall come from CFS Central Support. Contractor may not accept referrals directly from social workers. Contractor will not be reimbursed for referrals received directly from social workers.
- 6.2. Contractor shall accept all referrals from CFS Central Support.
- 6.3. Upon receipt of referral, Contractor will assign the case to the case manager based on language, time, and location needs.

7. Geographical Service Area

- 7.1 Contractor shall provide visitation services in the North, Central and South Regions of San Mateo County. Families shall not be limited to receiving visitation services in the region where they reside. However, it is expected that most visits will occur where the children reside to minimize their transportation time.

8. Service Locations and Hours of Operation

- 8.1. The County and Contractor will have on-going discussions to ensure that the visitation services and service hours are responsive to the needs of the target population. The majority of service hours must be evenings and weekends.
- 8.2. Contractor shall maintain a minimum of one family visitation center in the North Region, one center in the Central Region and one center in Redwood City for the South Region. Each location must be accessible via public transportation and must comply with the requirements of the Americans with Disabilities Act (ADA) <http://www.usdoj.gov/crt/ada/adahom1.htm> and California Title 24. Contractor will

work diligently with the Human Services Agency and the East Palo Alto community in developing a plan to provide easy access to visitation services.

- 8.3. Contractor shall provide visitation services in locations mutually agreed upon by Contractor and the CFS social worker. Locations may include HSA sites, churches, parents' homes, outdoor play areas, and community-based centers large enough to accommodate visitations. HSA will be responsible for assessing appropriateness of off-site visits to ensure family and Contractor's safety. Contractor will provide two successful on-site supervised visits before conducting off-site visits.
- 8.4. If space is available, Contractor shall allow the use of their facility for HSA staff to supervise visits. For consistency and the convenience of client families, Contractor will make every effort to accommodate a social worker's request to supervise a visit at the same location that the family has regular visits supervised by the Contractor.
- 8.5. Services shall be available five (5) days per week (see Contractor's hours below). Contractor shall be available to provide multiple visitations simultaneously on evenings and Saturdays. Note: The majority of the visits occur between the hours of 2 p.m. and 8 p.m. Tuesday through Friday and all day on Saturdays.
- 8.6. Contractor shall be available to receive intake referrals from Tuesday through Friday and must work with Central Support to develop an updated web-based calendar that can be accessed by both parties.
- 8.7. Family Visitation Service Centers:

NORTH REGION:

Primary location for supervised visitation:

Seton Hospital
1900 Sullivan Avenue
or 25 San Fernando Way
Daly City, CA 94015

Additional location for supervised visitation:

Human Services Agency
1487 Huntington Avenue
South San Francisco, CA 94080

Additional locations for supervised visitation in the North Region to be determined by Contractor.

CENTRAL REGION:

Primary location for supervised visitation:

Family Service Agency
24 Second Ave.
San Mateo, CA 94401 (see hours
below)

Additional location for supervised visitation:

Human Services Agency
400 Harbor Blvd., Bldg. B
Belmont, CA 94002

SOUTH REGION:

Primary location for supervised visitation:

Fair Oaks Intergenerational Center
2600 Middlefield Rd
Redwood City, CA (see hours
below)

Additional locations for supervised visitation:

Human Services Agency
2400 Middlefield Rd.
Redwood City, CA

Human Services Agency
2415 University Avenue
East Palo Alto, CA

Various community locations including churches, parks, restaurants, malls, and others will be made available to parents who have been approved by the social worker and who have demonstrated through at least two successful on-site supervised visits that they are compliant with all program requirements. Parents, in collaboration with the referring social worker, may choose a community location to meet with their child(ren) to provide a more natural setting for parent/child interaction. (Hours will vary.)

Most of the therapeutic visitations will be conducted in the Contractor's San Mateo office.

Visitation Hours of Operations:

Intake and Referral Hours:

Tuesday and Wednesday	10:00 a.m. – 6:00 p.m.
Thursday and Friday	10:00 a.m. – 8:00 p.m.
Saturday	10:00 a.m. – 5:30 p.m.

Contractor will work with Central Support to develop an updated web-based calendar that both parties can access.

Visitation Service Hours:

(general hours of operation; visits may be scheduled at other hours upon mutual agreement; includes supervised and therapeutic services):

Monday	10:00 a.m. – 6:00 p.m.
Tuesday	10:00 a.m. – 8:00 p.m.
Wednesday	10:00 a.m. – 8:00 p.m.
Thursday	10:00 a.m. – 8:00 p.m.
Friday	10:00 a.m. – 8:00 p.m.
Saturday	9:30 a.m. – 5:30 p.m.
Sunday	9:30 a.m. – 5:30 p.m.

9. General Requirements for Service Delivery

9.1. Clearances for Work with Minors. Contractor’s employees and volunteers who work on this contract and work directly with minors shall have the following clearances completed by the Contractor:

9.1.1. A Child Abuse Index Clearance or exemption on file.

9.1.2. Criminal Background Fingerprint Clearances: Contractor shall choose a criminal background checking organization that includes a process by which the Contractor is notified if the employee is added to the Department of Justice’s criminal list subsequent to her/his initial clearance.

- i. Contractor shall complete clearances for current employees and volunteers, who have not been fingerprinted through a system that reports subsequent crimes.
- ii. Effective the date this contract is executed, Contractor shall successfully register newly hired staff and new volunteers (prior to beginning employment/volunteer activities) with and receive an appropriate clearance by an organization that conducts criminal background checks for persons who work with minors.
- iii. Contractor shall implement a process whereby a signed agreement is received from employees and volunteers to notify the Contractor within 48 hours after any arrest for criminal activity that occurs subsequent to their initial clearance.
- iv. Contractor shall provide information regarding hiring and screening practices and processes, when requested by the County.

9.2 Conduct reference checks for employees and volunteers.

10. Specific Requirements for Service Delivery

Contractor shall:

10.1 Provide regular supervised visitations to be facilitated by trained, bilingual staff (or by trained English-speaking staff when bilingual capacity is not required) to provide supervised parent/child contact. Safety interventions are made if necessary. Each visitation will include requested number of hours for parent and child interaction, 15 minutes each for pre- and post- visit interaction between case manager and child or between case manager and parent, and 30 minutes for documentation and any type of case management. Off-site visits at locations other than the Contractor’s facilities will include transportation time to and from visits.

10.2 Provide supervised therapeutic family visitations facilitated by licensed or license-eligible therapists, Spanish-speaking when necessary, to work with the family to improve or facilitate a safe and healthy parent/child relationship. Each visitation will

include requested number of hours for parent and child interaction, 15 minutes each for pre- and post- visit interaction between case manager and child or between case manager and parent, and 30 minutes for documentation and any type of case management. If the therapeutic visit occurs off-site, the visit will include transportation time to and from the visit.

- 10.3 Provide at least one family visitation center in the North Region, one in the Central Region and one in Redwood City for the South Region.
- 10.4 Serve all referred families in San Mateo County regardless of residence or language barriers.
- 10.5 Have English-speaking and Spanish-speaking trained staff available in each Region to facilitate visitations in English and Spanish.
- 10.6 Utilize official CFS referral form.
- 10.7 Provide visitation services as requested by the social worker and in accordance with the CFS Visitation Policy.
- 10.8 Provide approved sites where visitations can occur between children in out-of-home care and their parent(s), siblings and relatives. At a minimum the Contractor's visitation center(s) shall provide the following:
 - 10.8.1 Parking;
 - 10.8.2 Bathroom;
 - 10.8.3 Water fountain;
 - 10.8.4 Private areas to separate families' visits (could be a large, divided room);
 - 10.8.5 Changing area for diapers and clothes;
 - 10.8.6 Panic button(s) in a location mutually agreed upon by County and Contractor or alternate County-approved emergency call system;
 - 10.8.7 An environment that is clean and family-friendly where parents and their children feel at home.
- 10.9 Provide a written narrative summary of each visit to the referring social worker. Contractor will use the Supervised Visit Checklist, form CS73a, provided by the County, for this purpose.
 - 10.9.1 For regular supervised visits, Contractor will provide a written summary of factual observations of the parent/child interaction and the behavior of the parent and child during the visit. For therapeutic visits, Contractor will assess the risks and quality of visitation by addressing the following in the narrative summary:
 - Parent's ability to demonstrate a parental role;
 - Parent's ability to demonstrate knowledge of child's development;
 - Parent's ability to respond appropriately to child's verbal/non-verbal signals;
 - Parent's ability to put child's needs ahead of her/his own;
 - Parent's ability to show empathy toward the child when appropriate;
 - Parent's response to coaching suggestions.
 - 10.9.2 Send the CS73a to the referring social worker within 48 hours of the visit.
 - 10.9.3 Discuss any concerns regarding visitation with the social worker.

- 10.10 Attend unit meetings in North, Central and South Regions. County will determine which meetings Contractor must attend and the frequency of attendance. Contractor will provide rooms at its San Mateo site for HSA unit meetings when requested.
- 10.11 Communicate with CFS staff on an on-going basis. Contractor will be available to discuss the case prior to court hearings.
- 10.12 Attend case conferences for children who fall under the Agency's Serious Injury to Children Protocol, as requested by CFS.
- 10.13 Accommodate all requests for evenings and Saturday visitations.
- 10.14 Ensure that visitation settings are as natural as possible and activities are available during each visit.
- 10.15 Equip sites with a variety of age-appropriate toys, books, puzzles, and games in safe, clean, and comfortable play areas suitable to young children.
- 10.16 Train staff to conduct family visitations, to be knowledgeable about age-appropriate child development, and to handle critical situations.
- 10.17 Staff sites with trained personnel who have the expertise to supervise visits within the guidelines provided by the County and California Standard of Judicial Administration Section 5.20 Uniform Standards of Practice for Providers of Supervised Visitation, <http://www.courtinfo.ca.gov/rules/appendix/divistandard-70.htm>.
- 10.18 Employ a visitation coordinator and alternate coordinator who will receive referrals from County social workers, schedule visits, handle cancellations/terminations, supervise staff, and do problem solving.
- 10.19 Respond to all requests for visitation received during regular intake and referral hours (see 8.7) within twenty-four hours of the request. Contact CFS Central Support to confirm cancellations. Within 24 hours of scheduling the visit, CFS Central Support will fax to Contractor the referral form completely filled out by the social worker, including the social worker's name and phone number, the age(s) of the child(ren), the circumstances of the family, the reason for supervised visitation, and any other background information about the case that would help the Contractor prepare for the visit.
- 10.20 Schedule therapeutic and supervised visits that include: a 30-minute orientation before the initial visit, 15 minutes of parent education before every visit to set visitation expectations, and 15 minutes of review after every visit. (Pre-consultations should include rules for the visits, a review of concerns from previous visitations so parents can change their behavior, and any other discussions deemed appropriate by Contractor. Post-consultations should include a review of the visit upon conclusion, re-enforcement of the positive aspects of the visit, identification of concerns, plans for next visit, and any other discussions deemed appropriate by Contractor.) The social worker will arrange to have the visiting parent(s) arrive 30 minutes before the initial visit for the orientation.
- 10.21 Model appropriate parenting skills during therapeutic visitations.
- 10.22 Provide visitation feedback to caregiver.
- 10.23 Call the referring social worker and CFS Central Support right after each missed visit. After three missed visits and no response from the social worker, Contractor will notify the social worker, the social worker's supervisor and CFS Central Support that they are removing the family from the schedule.

- 10.24 Allow only persons authorized by the social worker (via referral form or special instructions from social worker) to visit or pick up children.
- 10.25 Ensure all adult visitors provide a picture ID before participating in a visit.
- 10.26 Remind adults to refrain from discussing adult issues, allegations of child abuse or neglect, or court matters in the presence of the child(ren).

11. Terminating a Visit

- 11.1 When a parent acts inappropriately during a supervised visit, it is permissible to terminate the visit. Contractor must notify social worker and CFS Central Support right away if a visit is terminated.

It would be permissible to end a visit when, for example:

- The parent arrives under the influence and is not able to interact with the child;
- The parent is threatening or verbally hostile to the child.

12. Failure of Parent to Attend Visits

- 12.1. If a parent does not arrive for a visit within 20 minutes of the scheduled time, the child will be returned to his/her placement.
- 12.2 If a parent repeatedly fails to attend visits and the failure to visit becomes disruptive or upsetting for the child, the social worker may require the parent to give advance notice as to whether or not s/he intends to visit and to cancel the visit unless such notice is received.

13. Linkages

Contractor shall collaborate with regional community partners to ensure a continuum of supportive services to assist families in moving from supervised to unsupervised visitation.

EXHIBIT B

**FAMILY SERVICE AGENCY OF SAN MATEO
July 1, 2009 through June 30, 2012
PAYMENT SCHEDULE**

- I. In consideration for services provided by the Contractor pursuant to this agreement, County shall pay the Contractor according to the payment schedule described below:
 - A. County shall pay Contractor on a monthly basis for costs related to supervised visits, therapeutic visits, and supervised exchanges as described in Exhibit A, including all personnel expenses, operational costs, and direct program expenses. Said monthly payments shall not exceed \$17,625 for the term of the contract.
 - B. County may withhold all or part of Contractor's total payment if the Director of Human Services Agency or her designee determines reasonably that Contractor has not satisfactorily performed the services described in Exhibit A. County will consider Contractor's performance as being acceptable for the purposes of full payment of actual costs if Contractor meets each of the targeted outcomes as outlined in Exhibit A. 4.2, 4.3 and 4.4.
 - C.. Invoices shall be sent to: Lisa Randall, County of San Mateo, Human Services Agency, 400 Harbor Blvd., Bldg. B, Belmont, CA 94002. Payments shall be made within 30 days upon receipt of Contractor's invoice.
 - D. The maximum amount County is obligated to pay Contractor shall not exceed **SIX HUNDRED THIRTY FOUR THOUSAND FIVE HUNDRED (\$634,500)** for the term of the Agreement.
- II. All payments under this Agreement must directly support services specified in this Agreement.
- III. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- IV. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.
- V. Contractor will give County thirty (30) days' written notice if Contractor determines that Contractor cannot fulfill the terms of the contract for FY 10/11 and/or FY 11/12 at the funding level specified in this agreement due to increases in the costs of doing business, at which time County and Contractor may renegotiate the terms of the agreement.

EXHIBIT C

FAMILY SERVICE AGENCY OF SAN MATEO July 1, 2009 through June 30, 2012 PROGRAM MONITORING

- I.** Contractor will send a monthly activity report due 10 days after the end of each month. The monthly activity report to the County will include, but not be limited to:
- Number of families referred for new and ongoing visitations;
 - Number of families transitioning to a different visitation phase;
 - Total number of visits for each family;
 - Number of scheduled visitations that were canceled or not attended;
 - Number of cases closed during a reporting period;
 - Number of families who have not been scheduled for the initial visitation by the start date indicated by the social worker.

The report sent to the social worker after each visit (see paragraph 10.9 of Exhibit A) shall include the following:

- Number of participants at each visitation identified by their relationship to child (i.e., child, mother, father, grandparent, other relative, sibling) and type of visitation;
- Length of each visitation;
- Barriers that prevented visit from taking place.

II. Customer Satisfaction Surveys

Contractor shall conduct mandatory customer satisfaction surveys twice a year during the term of the contract. The customer satisfaction surveys shall be conducted in December and June of each year. Contractor may choose to conduct additional surveys as deemed necessary to help ensure continuous service improvement.

The survey shall include at minimum the following:

- A survey of social workers;
- A survey of current and former customers;
- Sections to survey the satisfaction of parents, children over 8 years old, and care providers;
- Rating of specific services offered or provided to the customer;
- Barriers to receiving or completing services;
- A provision for comments in every survey.

- III.** Contractor will submit a narrative report twice a year. These reports should include, but not be limited to reports on the outcomes outlined in Exhibit A.4 and the results of the satisfaction survey. The year-end report should include list of the Board of Directors. Reports should be submitted to Children and Family Services Contract Monitor, Lisa Randall at 400 Harbor Blvd., Bldg. B, Belmont, CA 94002. Reports are due on the following dates:

FY 2009-10

January 31, 2010 and July 31, 2010

FY 2010-11

January 31, 2011 and July 31, 2011

FY 2011-12

January 31, 2012 and July 31, 2012

- IV.** Contractor will submit the agency audit as soon as it becomes available.

- V.** HSA will conduct site visit/s during the term of the Agreement to review all aspects of program operations and review Contractor's documentation related to required reports. This site visit will be arranged in advance with the Director of Visitation Program at Family Service Agency.

- VI.** HSA program liaison will serve as a conduit for resolving problems or changes that arise during the course of this Agreement. The liaison will monitor this Agreement as follows:
 - a. Meet quarterly with Contractor's representative to update each other on project implementation;
 - b. Address problems and work with the Contractor's director for timely resolution either verbally or in writing.

Child Abuse Prevention and Reporting

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

Attachment H

FINGERPRINTING CERTIFICATION FORM

Agreement with

Family Service Agency of San Mateo County

For

Supervised and Therapeutic Visitation Services

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

Name

Title

Signature

Date

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Family Services Agency of San Mateo County

Name of Contractor(s) - Type or Print

24 Second Avenue, San Mateo, CA 94401

Street Address or P.O. Box

San Mateo, CA 94401

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**Attachment J
County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Family Services Agency of San Mateo County	Phone:	(650) 403-4300 x4218
Contact Person:	Kimberly Pesavento	Fax:	(650) 403-4308
Address:	24 Second Avenue San Mateo, CA 94401		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title