

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PYRAMID ALTERNATIVES**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PYRAMID ALTERNATIVES, 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, the parties entered into an Agreement for Supervised Visitation services on October 23, 2012 in the amount of \$153,400 for the term of October 1, 2012 through September, 30 2013;

WHEREAS, the parties wish to amend the Agreement to extend the term for twelve (12) months through September 30, 2014 and increase the amount by \$153,400 to \$306,800;

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

1. Section 3- Payments is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A1, Exhibit B2 and B3, Exhibit C1 and Exhibit D1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B2 and B3. 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 **THREE HUNDRED SIX THOUSAND EIGHT HUNDRED DOLLARS (\$306,800)**.

2. Original Exhibits A, B, B1, and C are replaced with Revised Exhibits A1, B2, B3, and C1 (rev. 8/13). See attached.
3. **All other terms and conditions of the Agreement dated October 23, 2012, between the County and Contractor shall remain in full force and effect.**

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

PYRAMID ALTERNATIVES
PAUL CHANG, EXECUTIVE DIRECTOR



Contractor's Signature

Date: 08/22/13

PROGRAM DESCRIPTION
October 1, 2013 – September 30, 2014

In consideration of payments provided in Exhibits B2 and B3, Contractor shall provide the services described below:

1. Program Description

Contractor shall make available, within the Center's normal hours of operation, to Children and Family Services (CFS), its visitation facility (Center) located in the City of San Mateo on 1720 S. Amphett Blvd Suite 123. Contractor shall be able to accommodate multiple visits at the same time on the grounds of the Center.

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.

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 visitors to maintain contact with the children while providing some degree of protection for the children and youth. Supervised visitation programs permit a third person to monitor the visits 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, and 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.

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 Provide twenty-five (25) supervised visits per week, of which one (1) may be categorized as a “therapeutic” visit without additional cost. Total visits shall not exceed an annual amount of 1,300 visits.
- 4.1.1 Each visit shall be billable as two (2) units of services, with each unit of service being one (1) hour. Each visit shall include 15 minutes each of pre and post-consultation, and 30 minutes of documentation time.

Annual Units of Service shall not exceed an annual allocation of 2,600 hours.

Any unit of service incurred beyond the initial 2,600 will need to be pre-approved by CFS and shall become billable at the rate of \$59.00 per hour.

- 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 at the Family Visitation Center located on 1720 S. Amphet Blvd Suite 123, San Mateo CA 94401 within the normal hours of operation as defined in Section 8 below.

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 ensure that the Family Visitation Center is accessible via public transportation and must comply with the requirements of the Americans with Disabilities Act (ADA).

Contractor shall work with HSA's Central Support to ensure a smooth and problem free visitation for the target population as outlined in Section 6 of this Agreement.

8.3 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.

- 8.4 Services shall be available seven (7) days per week as outlined in Section 8.6 of this Agreement. Contractor shall be available to provide multiple visitations simultaneously during the normal hours of operation.
- 8.5. Contractor shall be available to receive intake referrals from Central Support during normal hours of Center's operations. Contractor will work with Central Support to develop an updated web-based calendar that can be accessed by both parties.
- 8.6 Family Visitation Center Location and Hours:

Service Location:

1720 S. Amphett Blvd Suite 123
San Mateo, CA 94401

Hours of Operations:

Visitation Service Hours

Monday through Sunday
10:00 am to 8:00 pm

Intake/Referral Warm-line
(650) 270-4441

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 relative/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 relative, and 30 minutes for documentation and any type of case management.
- 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 relative/child relationship. Each visitation will include requested number of hours for interaction, 15 minutes each for pre- and post- visit interaction between case manager and child or between case manager and relative, and 30 minutes for documentation and any type of case management.
- 10.3 Serve all referred families in San Mateo County regardless of residence or language barriers.
- 10.4 Have English-speaking and Spanish-speaking trained staff available to facilitate visitations in English and Spanish.
- 10.5 Utilize official CFS referral form.
- 10.6 Provide visitation services as requested by the social worker and in accordance with the CFS Visitation Policy.
- 10.7 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:
 - 10.7.1 Parking;
 - 10.7.2 Bathroom;
 - 10.7.3 Water fountain;
 - 10.7.4 Private areas to separate families' visits (could be a large, divided room);
 - 10.7.5 Changing area for diapers and clothes;
 - 10.7.6 Panic button(s) in a location mutually agreed upon by County and Contractor or alternate County-approved emergency call system;

- 10.7.7 An environment that is clean and family-friendly where visitors feel at home.
- 10.8 Provide a written narrative summary of each visit to the social worker. Contractor will use the Supervised Visit Checklist: form CS73a, provided by the County, for this purpose.
- 10.8.1 For regular supervised visits, Contractor will provide a written summary of factual observations of the relative/child interaction and the behavior of the relative 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.
- 10.8.2 Send the CS73a to the social worker within 48 hours of the visit.
- 10.8.3 Discuss any concerns regarding visitation with the social worker.
- 10.9 Contractor's Program Manager will communicate with CFS staff on an on-going basis. Contractor will be available to discuss the case prior to court hearings.
- 10.10 Contractor's Program Manager will attend case conferences for children who fall under the Agency's Serious Injury to Children Protocol, as requested by CFS.
- 10.11 Accommodate all requests for evenings and weekend visitations.
- 10.12 Ensure that visitation settings are as natural as possible and activities are available during each visit.
- 10.13 Equip sites with a variety of age-appropriate toys, books, puzzles, and games in safe, clean, and comfortable play areas suitable to young children.
- 10.14 Train staff to conduct family visitations, to be knowledgeable about age-appropriate child development, and to handle critical situations.
- 10.15 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/cms/rules/index.cfm?title=standards&linkid=standard5_20.
- 10.16 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.

- 10.17 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.
- 10.18 Schedule therapeutic and supervised visits that include: a 30-minute orientation before the initial visit, 15 minutes of 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 relatives 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 relative(s) arrive 30 minutes before the initial visit for the orientation.
- 10.19 Model appropriate parenting skills during therapeutic visitations.
- 10.20 Provide visitation feedback to caregiver.
- 10.21 Call CFS Central Support and notify social worker right after each missed visit.
- 10.22 Allow only persons authorized by the social worker (via referral form or special instructions from social worker) to visit or pick up children.
- 10.23 Ensure all adult visitors provide a picture ID before participating in a visit.
- 10.24 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 relative 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 relative arrives under the influence and is not able to interact with the child;
 - The relative is threatening or verbally hostile to the child.

12. Cancellations/Failure of Relative to Attend Visits

- 12.1. If the relative, without prior notice, is more than 20 minutes late for the scheduled visit, the visit will be cancelled. The Contractor shall contact CFS Central Support to have the child safely returned to placement. For visits occurring outside of Central Support's normal hours of operation, an alternate contact source must be made available in writing before the visit.

- 12.2. Contractor shall contact CFS Central Support and the social worker within 24 hours of each late/missed visit. After 2 late/missed visits, CFS will make the determination of whether or not to remove the family from the visitation schedule and will inform the Contractor in writing of said decision.
- 12.3 If a relative repeatedly fails to attend visits and the failure to visit becomes disruptive or upsetting for the child, the social worker may require the relative 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.

PAYMENT SCHEDULE
October 1, 2013 through September 30, 2014

- 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 upon receipt of Contractor's invoice for actual costs related to supervised visits, therapeutic visits, and supervised exchanges as described in Exhibit A1, and Exhibit B2 and B3, including all personnel expenses, operational costs, and direct program expenses. Payments should not **exceed ONE HUNDRED FIFTY THREE THOUSAND FOUR HUNDRED DOLLARS (\$153,400) for the term of the contract (October 1, 2013 through September 30, 2014).**
 - 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 A1. County will consider Contractor's performance as being acceptable for the purposes of full payment of actual costs described in B3 if Contractor meets each of the targeted outcomes as outlined in Exhibit A1. 4.2, 4.3 and 4.4.
 - C.. Invoices shall be sent to: Gary Beasley County of San Mateo Human Services Agency, 2415 University Avenue East Palo Alto, California 94303. 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 **THREE HUNDRED SIX THOUSAND EIGHT HUNDRED DOLLARS (\$306,800)** 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 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.

**Pyramid Alternatives - Supervised Vistation Services
Budget
October 1, 2013 - September 30 2014**

Personnel Cost				Payroll Taxes 13%	Benefits 15%	
	Hourly Rate	Hours/ Week	Weekly Salary			
Program Manager	\$ 30	4	\$ 120			
Program Coordinator	\$ 21	30	\$ 630			
Visitation Specialist	\$ 16	50	\$ 800			
			\$ 1,550	\$ 202	\$ 233	\$ 1,984
Personnel Cost Per Annum						\$ 103,168
Operating Cost						
Office Supplies						\$ 3,872
Training						\$ 1,400
Janitorial Services						\$ 2,600
Info Tech Services						\$ 1,200
Rent Projection						\$ 34,800
Utilities						\$ 2,400
Communications						\$ 2,040
Postage						\$ 1,920
Operating Cost per Annum						\$ 50,232
Total Program Cost per Annum						\$ 153,400

PROGRAM MONITORING
October 1, 2013 through September 30, 2014

- I.** Contractor will send a monthly activity report due to the San Mateo County Children & Family Services, Program Manager 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 10.8 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 after each 6 month period of service. 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.

Contractor will submit a narrative report twice a year. Reports are due 30 days after each 6-month period. These reports should include, but not be limited to, reports on

the outcomes outlined in Exhibit A1.4 and the results of the satisfaction survey. The year-end report should include a list of the Board of Directors.

Reports should be submitted to:

Gary Beasley, Children and Family Services, County of San Mateo Human Services Agency, 2415 University Avenue East Palo Alto, California 94303.

Reports are due on the following dates:

May 1, 2014 and October 1, 2014

Payment will be held until reports are received.

- III. Contractor will submit the agency audit as soon as it becomes available.
- IV. HSA will conduct site visits 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.
- V. The 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 monthly 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.