

**Superior Court of California  
County of Amador**

**Request for Proposal  
Supervised Visitation Services**

**Proposal Submission Deadline: February 5, 2010**

**Superior Court of California, County of Amador  
500 Argonaut Lane  
Jackson, CA 94559**

**REQUEST FOR PROPOSAL**

# Supervised Visitation Services

## Introduction

The Superior Court of California, County of Amador (hereinafter referred to as Court) is accepting proposals for the provision of Supervised Visitation Services. The purpose of this Request for Proposal (RFP) is to provide the Court the information needed to select the most qualified, efficient and cost effective provider of supervised visitation services for minors and parents involved in juvenile dependency proceedings.

Proposals for providing representation must be submitted by 5:00 p.m. on **February 5, 2010**. Proposals are being solicited for contract to begin on March 1, 2010. It is expected the contract will terminate on February 1, 2011, although services could be extended for up to an additional 6-month period. The Court will accept proposals for an all-inclusive primary contractor. Costs incurred by bidders in responding to this RFP are entirely the responsibility of the bidders and will not be reimbursed.

Bidders should carefully review the information contained in this RFP to insure that only responsive proposals are submitted.

## Proposal Evaluation Schedule

Release of Request for Proposal	<b>January 11, 2010</b>
Deadline for Questions	<b>January 22, 2010</b>
Deadline for Proposal Submission	<b>February 5, 2010</b>
Evaluation Completed and Respondents Notified	<b>February 19, 2010</b>
Services Commence	<b>March 1, 2010</b>

## **Contract Period**

The contract will commence March 1, 2010 and end on February 1, 2011. It is possible that the contract could be extended for an additional period, but in no event will it extend beyond June 30, 2011.

## **Bidder's Questions**

Any clarification or questions regarding the RFP requirements must be in writing and received by the Court no later than close of business on January 22, 2010. Requests for clarification and questions should be submitted via e-mail to:

Hugh K. Swift,  
Court Executive Officer  
Superior Court of California, County of Amador  
[hswift@amadorCourt.org](mailto:hswift@amadorCourt.org)

All submitted questions and the Court's responses will be posted on the Court's website [www.amadorCourt.org](http://www.amadorCourt.org) by close of business January 29, 2010.

## **Submission of Proposals**

An original and two copies of the proposal must be received by the Court by no later than 5:00 p.m. on **February 5, 2010**. Proposals should be submitted to:

Hugh K. Swift,  
Court Executive Officer  
Superior Court of California, County of Amador  
500 Argonaut Lane  
Jackson, CA 95222  
[hswift@amadorCourt.org](mailto:hswift@amadorCourt.org)

Proposals will be accepted via email as an attachment in Word, Excel or pdf. formats. Late proposals will not be accepted or considered. The Court will not be responsible for proposals delivered to a person or location other than that specified in this RFP. Faxes will not be accepted. All proposals shall be submitted in a sealed envelope, clearly marked with the title of the proposal and signed by the bidder.

All responses to this RFP become the property of the Superior Court of California, County of Amador. The Court will direct that all responses be held confidential from parties other than the Court until the selection of the successful bidder. The Court will not be held accountable if material from responses is obtained without the written consent of the

bidder by parties other than the Court. After the final award has been made, all proposals shall be made available for public inspection.

## **Proposal Requirements**

In order to be considered, proposals must include the following:

- a) A cover letter to introduce the bidder and briefly summarize the proposal.
- b) A description of the bidder, including background, experience, size and resources, and a concise statement of the bidder's qualifications for performing the requested services. To be considered, the bidder must adhere to the guidelines and standards set forth in Family Code Section 3200 and California Standards of Judicial Administration, Standard 5.20 (attached).
- c) The bidder's plan to ensure all direct service providers possess the required qualifications and received the training necessary to provide supervised visitation services.
- d) A detailed description of how the services will be provided including, but not limited to, a description of: staffing levels, the manner in which supervised visitation will occur, the physical location(s) at which services will be provided, hours of operation and security systems and procedures.
- e) A proposed fee schedule for the scope of work and services requested by this RFP. The fee schedule should specify the manner in which the fee will be charged (hourly, per case, or per visitation). The fees charged should include all costs of providing services, including, cost associated with office administration and operation. The maximum amount of funds available to pay for services is \$25,000.00.

## **Services**

The services requested by this RFP will be funded by the Administrative Office of the Courts (AOC), Center for Families, Children and the Courts (CFCC). The CFCC identified enhanced visitation services in juvenile dependency proceedings as a potential method to improve reunification rates. Data collected during the period the services requested by this RFP will be used to determine if there is, in fact, a positive correlation between enhanced supervised visitation and family reunification rates:

The services the contractor shall perform include, but are not limited to, the following:

1. Supervised Visitation

The contractor will provide supervised visitation in juvenile dependency cases referred by the Court. The services shall be provided in accordance with the guidelines and standards set forth in Family Code Section 3200 and California Standards of Judicial Administration, Standard 5.20.

2. Data Collection

The contractor, in collaboration with the Court, will collect the following information regarding the services it performs:

General Information

- # of cases referrals received, including:
  - Case number
  - # of Children
  - # of Parents
    - # of parents with Joint visitation
    - # of parents with separate visitation

Case Specific Information (collected for each case)

- Stage of the proceeding when supervised visitation is ordered
- Visitation order: including frequency and duration
- From the visitation center:
  - # of visits supervised (include case numbers)
  - # of parents
  - # of children
  
  - # of visits supervised (include case numbers)
  - # of parents
  - # of children

3. Submission of Data Collected to the Court

As a condition of funding the supervised visitation services, the AOC/CFCC requires the Court to submit reports every three months beginning June 30, 2010. The contractor will provide the data it collects to the Court in a format agreed to by the parties in a timely manner, such that the Court can satisfy its reporting obligations.

#### 4. Support Services

All other support services necessary to adequately and competently perform the services required by the contract, including, but not limited to, all office space, office furnishings, office equipment, telephone and other utility services required to adequately and competently perform the services required by the contract.

### **Acceptance of Conditions**

By submitting a proposal, the bidder affirms acceptance of the following conditions, any of which may be included in the contract to be entered into between the Court and the contractor:

- a) The Court may require whatever supporting documentation it deems necessary relative to the bidder's financial ability to complete the contract.
- b) The maximum amount of funding available for services requested by this RFP is \$25,000.00.
- c) The supervised visitation services requested by this RFP will only be provided in juvenile dependency cases referred by the Court. The Court will not pay for supervised visitation services in other types of cases, including Family Law and Probate Guardianship matters.
- d) The Court reserves the right to ask for any further information from the bidder either in writing or orally.
- e) The Court may select a bidder from those submitting proposals. However, the Court reserves the right to reject all proposals.
- f) The Court may cancel this project without any cost or obligation at any time up until the award of the contract. In the event agreement cannot be reached with the selected bidder, the Court reserves the right to select an alternative bidder.

The Court reserves the right to award a contract to the bidder that presents the proposal that, in the sole judgment of the Court, best accomplishes the desired results, which may or not be the lowest bid in terms of fees charged for services. The Court also reserves the right to reject any or all proposals, to waive minor irregularities, or to negotiate minor deviations with the successful bidder.

### **Program Specifications**

- The Court is an Equal Opportunity Employer. In connection with the performance of the contract related to this RFP, the bidder shall comply with Federal, State and Court Equal Employment Opportunity requirements.
- The successful bidder for the contract shall not discriminate against any sub-contractor, employee, or applicant for employment because of age, race, color,

national origin, religion, sex/gender, sexual orientation, disability, medication condition, marital status or political beliefs, in violation of the law.

- The contractor will be responsible for the provision of its own offices including space, materials, equipment, facilities, and
- The contractor must attend child visitation trainings or courses sponsored by the AOC/CFCC or the Court.

The contractor will also be required to maintain written books and accounts that identify all costs incurred and all disbursements of funds received by contractor under the terms of the contract. Such books, accounts and records shall be in a form and manner prescribed by the Court, and shall be maintained for a period of not less than five (5) years following the conclusion of the term of the contract. The Court may conduct an inspection and audit of these books at anytime during the term of the contract and for a period of five (5) years thereafter.

The contractor must agree to hold harmless the Court and will carry insurance as described in Exhibit A of this RFP.

## EXHIBIT A

**Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. CONTRACTOR shall provide, to the extent required by law, workers' compensation insurance in the performance of any of CONTRACTOR's duties under this Agreement; including but not limited to, workers' compensation and disability, and shall provide COURT with certification of all such coverages upon request by COURT.

(b) Liability insurance

1. General Liability. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than Three-Hundred Thousand Dollars (\$300,000) combined single limit for each occurrence.

3. Comprehensive Automobile Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement, a policy of comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage which shall be filed with the Court Executive Officer prior to commencement of performance of any of CONTRACTOR's duties; shall indicate that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of COURT shall pertain only to liability for activities of CONTRACTOR under this Agreement; shall name COURT, its officers, employees, agents and volunteers as additional insureds; shall be kept current during the term of this Agreement; shall provide that COURT shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; shall provide that the insurance provided is primary coverage to COURT with respect to any insurance or self-insurance programs maintained by COURT; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the

company's liability. Upon request of COURT, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be approved by, COURT. At the option of COURT, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as the relate to the COURT, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

## **Standard 5.20. Uniform standards of practice for providers of supervised visitation**

**(a) Scope of service** This standard defines the standards of practice, including duties and obligations, for providers of supervised visitation under Family Code section 3200. Unless specified otherwise, the standards of practice are designed to apply to all providers of supervised visitation, whether the provider is a friend, relative, paid independent contractor, employee, intern, or volunteer operating independently or through a supervised visitation center or agency. The goal of these standards of practice is to assure the safety and welfare of the child, adults, and providers of supervised visitation. Once safety is assured, the best interest of the child is the paramount consideration at all stages and particularly in deciding the manner in which supervision is provided. Each court is encouraged to adopt local court rules necessary to implement these standards of practice.

**(b) Definition** Family Code section 3200 defines the term "provider" as including any individual or supervised visitation center that monitors visitation. Supervised visitation is contact between a noncustodial party and one or more children in the presence of a neutral third person. These standards of practice and this definition do not apply to supervision of visitation exchanges only, but may be useful in that context.

**(c) Qualifications of the provider** Who provides the supervision and the manner in which supervision is provided depends on different factors, including local resources, the financial situation of the parties, and the degree of risk in each case. While the court makes the final decision as to the manner in which supervision is provided and any terms or conditions, the court may consider recommendations by the attorney for the child, the parties and their attorneys, Family Court Services staff, evaluators, therapists, and providers of supervised visitation.

**(1)** A "nonprofessional provider" is any person who is not paid for providing supervised visitation services. Unless otherwise ordered by the court or stipulated by the parties, the nonprofessional provider should:

- (A)** Be 21 years of age or older;
- (B)** Have no conviction for driving under the influence (DUI) within the last 5 years;
- (C)** Not have been on probation or parole for the last 10 years;
- (D)** Have no record of a conviction for child molestation, child abuse, or other crimes against a person;
- (E)** Have proof of automobile insurance if transporting the child;
- (F)** Have no civil, criminal, or juvenile restraining orders within the last 10 years;
- (G)** Have no current or past court order in which the provider is the person being supervised;
- (H)** Not be financially dependent on the person being supervised;
- (I)** Have no conflict of interest under (g); and

**(J)** Agree to adhere to and enforce the court order regarding supervised visitation.

**(2)** A "professional provider" is any person paid for providing supervised visitation services, or an independent contractor, employee, intern, or volunteer operating independently or through a supervised visitation center or agency. The professional provider should:

**(A)** Be 21 years of age or older;

**(B)** Have no conviction for driving under the influence (DUI) within the last 5 years;

**(C)** Not have been on probation or parole for the last 10 years;

**(D)** Have no record of a conviction for child molestation, child abuse, or other crimes against a person;

**(E)** Have proof of automobile insurance if transporting the child;

**(F)** Have no civil, criminal, or juvenile restraining orders within the last 10 years;

**(G)** Have no current or past court order in which the provider is the person being supervised;

**(H)** Be able to speak the language of the party being supervised and of the child, or the provider must provide a neutral interpreter over the age of 18 who is able to do so;

**(I)** Have no conflict of interest under (g); and

**(J)** Agree to adhere to and enforce the court order regarding supervised visitation.

**(3)** A "therapeutic provider" is a licensed mental health professional paid for providing supervised visitation services, including a psychiatrist, a psychologist, a clinical social worker, a marriage and family counselor, or an intern working under direct supervision of a qualified licensed mental health professional. A therapeutic provider should meet the qualifications provided in (c)(2). A judicial officer may order therapeutic supervision for cases requiring a clinical setting.

#### **(d) Training for providers**

**(1)** Each court is encouraged to make available to all providers informational materials about the role of a provider, the terms and conditions of supervised visitation, and the legal responsibilities and obligations of a provider under this standard.

**(2)** In addition, professional and therapeutic providers should receive training that should include the following subjects:

**(A)** The role of a professional and therapeutic provider;

**(B)** Child abuse reporting laws;

**(C)** Record-keeping procedures;

- (D) Screening, monitoring, and termination of visitation;
- (E) Developmental needs of children;
- (F) Legal responsibilities and obligations of a provider;
- (G) Cultural sensitivity;
- (H) Conflicts of interest;
- (I) Confidentiality; and
- (J) Issues relating to substance abuse, child abuse, sexual abuse, and domestic violence.

**(e) Safety and security procedures** All providers should make every reasonable effort to assure the safety and welfare of the child and adults during the visitation. Supervised visitation centers should establish a written protocol with the assistance of the local law enforcement agency that describes the emergency assistance and responses that can be expected from the local law enforcement agency. In addition, the professional and therapeutic provider should:

- (1) Establish and state in writing minimum security procedures and inform the parties of these procedures before the commencement of supervised visitation;
- (2) Conduct comprehensive intake and screening to assess the nature and degree of risk for each case. The procedures for intake should include separate interviews with the parties before the first visit. During the interview, the provider should obtain identifying information and explain the reasons for temporary suspension or termination of a visit under this standard. If the child is of sufficient age and capacity, the provider should include the child in part of the intake or orientation process. Any discussion should be presented to the child in a manner appropriate to the child's developmental stage;
- (3) Obtain during the intake process:
  - (A) Copies of any protective order;
  - (B) Current court orders;
  - (C) Any Judicial Council form relating to supervised visitation orders;
  - (D) A report of any written records of allegations of domestic violence or abuse; and
  - (E) An account of the child's health needs if the child has a chronic health condition;
- (4) Establish written procedures that must be followed in the event a child is abducted during supervised visitation; and
- (5) Suspend or terminate supervised visitation if the provider determines that the risk factors present are placing in jeopardy the safety and welfare of the child or

provider as enumerated in (j).

**(f) Ratio of children to provider** The ratio of children to a professional provider should be contingent on:

- (1) The degree of risk factors present in each case;
- (2) The nature of supervision required in each case;
- (3) The number and ages of the children to be supervised during a visit;
- (4) The number of people visiting the child during the visit;
- (5) The duration and location of the visit; and
- (6) The experience of the provider.

**(g) Conflict of interest** All providers should maintain neutrality by refusing to discuss the merits of the case or agree with or support one party over another. Any discussion between a provider and the parties should be for the purposes of arranging visitation and providing for the safety of the children. In order to avoid a conflict of interest, the provider should not:

- (1) Be financially dependent on the person being supervised;
- (2) Be an employee of the person being supervised;
- (3) Be an employee of or affiliated with any superior court in the county in which the supervision is ordered unless specified in the employment contract; or
- (4) Be in an intimate relationship with the person being supervised.

**(h) Maintenance and disclosure of records**

(1) Professional and therapeutic providers should keep a record for each case, including the following:

- (A) A written record of each contact and visit, including the date, time, and duration of the contact or visit;
- (B) Who attended the visit;
- (C) A summary of activities during the visit;
- (D) Actions taken by the provider, including any interruptions, terminations of a visit, and reasons for these actions;
- (E) An account of critical incidents, including physical or verbal altercations and threats;
- (F) Violations of protective or court visitation orders;
- (G) Any failure to comply with the terms and conditions of the visitation; and

**(H)** Any incidence of abuse as required by law.

**(2)** Case recordings should be limited to facts, observations, and direct statements made by the parties, not personal conclusions, suggestions, or opinions of the provider. All contacts by the provider in person, in writing, or by telephone with either party, the children, the court, attorneys, mental health professionals, and referring agencies should be documented in the case file. All entries should be dated and signed by the person recording the entry.

**(3)** If ordered by the court or requested by either party or the attorney for either party or the attorney for the child, a report about the supervised visit should be produced. These reports should include facts, observations, and direct statements and not opinions or recommendations regarding future visitation unless ordered by the court. A copy of any report should be sent to all parties, their attorneys, and the attorney for the child.

**(4)** Any identifying information about the parties and the child, including addresses, telephone numbers, places of employment, and schools, is confidential, should not be disclosed, and should be deleted from documents before releasing them to any court, attorney, attorney for the child, party, mediator, evaluator, mental health professional, social worker, or referring agency, except as required in reporting suspected child abuse.

**(i) Confidentiality** Communications between parties and providers of supervised visitation are not protected by any privilege of confidentiality. The psychotherapist-patient privilege does not apply during therapeutic supervision. Professional and therapeutic providers should, whenever possible, maintain confidentiality regarding the case except when:

**(1)** Ordered by the court;

**(2)** Subpoenaed to produce records or testify in court;

**(3)** Requested to provide information about the case by a mediator or evaluator in conjunction with a court-ordered mediation, investigation, or evaluation;

**(4)** Required to provide information about the case by Child Protective Services; or

**(5)** Requested to provide information about the case by law enforcement.

**(j) Delineation of terms and conditions** The provider bears the sole responsibility for enforcement of all the terms and conditions of any supervised visitation. Unless otherwise ordered by the court, the provider should:

**(1)** Monitor conditions to assure the safety and welfare of the child;

**(2)** Enforce the frequency and duration of the visits as ordered by the court;

**(3)** Avoid any attempt to take sides with either party;

**(4)** Ensure that all contact between the child and the noncustodial party is within the provider's hearing and sight at all times, and that discussions are audible to the provider;

(5) Speak in a language spoken by the child and the noncustodial party;

(6) Allow no derogatory comments about the other parent, his or her family, caretaker, child, or child's siblings;

(7) Allow no discussion of the court case or possible future outcomes;

(8) Allow neither the provider nor the child to be used to gather information about the other party or caretaker or to transmit documents, information, or personal possessions;

(9) Allow no spanking, hitting, or threatening the child;

(10) Allow no visits to occur while the visiting party appears to be under the influence of alcohol or illegal drugs;

(11) Allow no emotional, verbal, physical, or sexual abuse; and

(12) Ensure that the parties follow any additional rules set forth by the provider or the court.

**(k) Safety considerations for sexual abuse cases** In cases where there are allegations of sexual abuse, in addition to the requirements of (j), the provider should comply with the following terms and conditions, unless otherwise ordered by the court:

(1) Allow no exchanges of gifts, money, or cards;

(2) Allow no photographing, audiotaping, or videotaping of the child;

(3) Allow no physical contact with the child such as lap sitting, hair combing, stroking, hand holding, prolonged hugging, wrestling, tickling, horseplaying, changing diapers, or accompanying the child to the bathroom;

(4) Allow no whispering, passing notes, hand signals, or body signals; and

(5) Allow no supervised visitation in the location where the alleged sexual abuse occurred.

**(l) Legal responsibilities and obligations of a provider** All providers of supervised visitation should:

(1) Advise the parties before commencement of supervised visitation that no confidential privilege exists;

(2) Report suspected child abuse to the appropriate agency, as provided by law, and inform the parties of the provider's obligation to make such reports;

(3) Implement the terms and conditions under (j); and

(4) Suspend or terminate visitation under (n).

**(m) Additional legal responsibilities of professional and therapeutic providers** In addition to the legal responsibilities and obligations required in (l), professional and

therapeutic providers should:

- (1) Prepare a written contract to be signed by the parties before commencement of the supervised visitation. The contract should inform each party of the terms and conditions of supervised visitation;
- (2) Review custody and visitation orders relevant to the supervised visitation;
- (3) Implement an intake and screening procedure under (e)(2); and
- (4) Comply with additional requirements under (o).

**(n) Temporary suspension or termination of supervised visitation**

(1) All providers should make every reasonable effort to provide a safe visit for the child and the noncustodial party.

(2) However, if a provider determines that the rules of the visit have been violated, the child has become acutely distressed, or the safety of the child or the provider is at risk, the visit may be temporarily interrupted, rescheduled at a later date, or terminated.

(3) All interruptions or terminations of visits should be recorded in the case file.

(4) All providers should advise both parties of the reasons for interruption of a visit or termination.

**(o) Additional requirements for professional and therapeutic providers**

Professional and therapeutic providers should state the reasons for temporary suspension or termination of supervised visitation in writing and provide the written statement to both parties, their attorneys, the attorney for the child, and the court.