

Policies and Procedures of Supervised Visitation Monitoring
Family Code Section 3200-3204

Name:	Date:	Case #
-------	-------	--------

Non-Custodial Parent/Guardian has requested Unity Family Services as a professional provider of supervised visitation or exchanges. This Agreement outlines Unity Family Services responsibilities to the child (ren) listed below and both parents. By signing this form, the custodial parent, noncustodial parent and Unity Family Services, agree to all terms and conditions set forth.

Child (ren) /name (s)/ age (s): _____

I understand the Professional Supervised Monitor operates under the umbrella of the courts in administrating Services and serves “as the eyes and ears” for the court.

I understand this Professional Supervised Monitor is a neutral party and is responsible for reporting directly to court instances seen or heard before, during or at the end of a visit.

I understand the Professional Monitor reserves the right to make any adjustments or changes during visits to ensure the care, welfare, and safety of child or children.

I understand the Professional Supervised Monitor reserves the right to decline any high-risk cases or to terminate services at any time.

A) The Supervisor agrees to:

1. Any failure to comply with the terms and conditions of the visit. Make every reasonable effort to assure the safety and welfare of the child (ren) and adults during the visitation.
2. Conduct a comprehensive intake and screening of both parties before the visit, to assess the nature and degree of risk in each case.
3. Keep a record of each case. Records may include, but may not be limited to the following:
 - a. Records of each contact and visit including the date, time and duration of contact and visit
 - b. Who attended the visit? Anyone other than non-custodial requires prior approval
 - c. AN ADDITIONAL FEE PER PERSON, ASSESSED PER HOUR
 - d. A summary of during the visit
 - e. Actions taken by the provider including any interruptions, termination of a visit and reason for the action. If temperatures fall or elevates beyond a comfortable degree or air quality is poor due to heat location of visit of visit may be changed to a more suitable location as determined by monitor
 - f. Any account of critical incidents, including physical or verbal altercations or threats
 - g. Any incident of abuse as required by law
 - h. Attempt to enforce the frequency and duration of the visits as ordered by the courts while maintaining the safety and welfare of the child (ren)
 - i. Ensure all contact between the child and noncustodial party is with the provider’s presence
 - j. When necessary maintain contact with local law enforcement officials
 - k. Exercise the right to enforce Abduction Policy if allegations have been made or suspected failure to comply will result in cancellation of visitation and notification to the court
 - l. Driver’s license, car keys, Airline tickets, etc., may be secured as prevention of abduction

B) Both parties agree to the following conditions:

1. Agree to follow any additional rules set forth by the court or by the provider of supervision.
2. Including the assignment of another monitor to provide services in the absence or unavailability of the professional supervised monitor due to illness, vacations, special occasions or other personal circumstances or commitments. Notification to all parties will go forth as soon as possible to avoid cancellation of visits or exchange.
3. Both parties are required to honor the mandated visitation order as well as policies and procedures of visits during this time.
4. If either party fail to appear, and /or does not call the supervisor or other waiting party to inform them of a delay, before the agreed upon time of the visit, the supervisor will wait for fifteen (15) minutes beyond agreed time, as a courtesy. After that time, the supervisor will leave.
5. The full fee for the missed visit will be due and payable to the supervisor, regardless of who fails to appear or if one or both parties arrive after fifteen (15) minute, courtesy waiting period. The late or missing party must pay the full fee for the visit, before any further visits will be arranged. In the case both parties fail to appear, the party normally responsible for payment will be held responsible. If the visiting party appears late, the visit will still end at the previously agreed upon time and no reductions in the fee will be made.
6. In the event a visit is cancelled, the canceling party agrees to pay the supervisor's **full fee** for the canceled visit. The fee is due and payable to the provider, before any further visits will be scheduled. If the visit is cancelled **48 hours in advance**, the fee will be reduced to 1/2 (one half).
7. If the party responsible for picking up the child (ren) is late beyond the pre-scribed time, the supervisor will wait with the child (ren) for ten (10) minutes, as a courtesy. The party responsible for picking up the child (ren) will be required to pay the supervisor \$1.50 per minute each additional minute. Beginning 10 minutes past the previously scheduled pick up.
8. If the child (ren) is/are not picked-up after one (30 minutes), the supervisor will call the local Police or Sheriff's Department, who will take custody of said child (ren). The party responsible for picking up the child (ren) must pay the supervisor an additional \$75.00 fee for this event. (Also, the fees stated in paragraph 6 directly above).
9. One copy of any prepared report will be sent directly to the court and must be paid for in advance by **Money Order, Cash, Credit Card only. The cost of report is determined at Intake.**
10. Communication between parties and the provider of supervision are not protected by any privilege of confidentiality.
11. The provider may be ordered or subpoenaed by the court, to produce records or testify. Records may be requested by mediators in conjunction with court ordered mediation, investigation, or evaluation, by law enforcement or Children's Protective Services.
12. At no time will either party, family member or friend interfere with the duties of the provider.
13. No electronic devices, video or cameras, etc. is permitted during visits, unless agreed between the parties.
14. No posting of pictures or comments on the internet via Face Book, other social media etc., violations will be referred.

_____ (initial here)

C) Court fee are nonrefundable

1. The parties agree to pay the supervisor's fee of \$100.00 per hour or portion thereof, including travel time from the location to any meeting place, for any appearance made or testimony given, pursuant to any court order, subpoena, or other party involved (i.e. Mediator, CPS, etc.)
2. The responsible party will be the party making the request. If the children's attorney or CPS makes the request, the custodial parent will be responsible for the fees.

D) The noncustodial party agrees to the following conditions:

Fees for the supervised visitation must be paid before the child arrives, or any visit begins. The fees must be paid in cash, credit card or by a money order by the party requiring supervision unless other arrangements are made 24 hours, in advance. **NO REFUNDS**

Visitation will be confined to the designated area within view of the monitor and within hearing distance. No whispering or exchange of notes will be permitted. This is cause for termination of visit that day. Agreed to peacefully end a visit if requested by the provider.

1. No derogatory comments about the other parent, his or her family, caretaker, child, or other siblings are allowed.
2. No discussion of the court case or possible future outcomes
3. The monitor or child is not to be used to gather information about the other party or caretaker, nor used to transmit documents, information, or personal possessions.
4. No telephone calls during the visit
5. No spanking, hitting, threatening, or cursing at the child or provider
6. No smoking during visit. Be free of odor of smoke upon arrival
7. Agree to be free from ALCOHOL before and during the visit
8. Agree to be free from DRUGS before and during the visit
9. Bring no visitors without prior approval from Custodial parent and the Provider
10. No emotional, verbal, physical, or sexual abuse
11. Weapons or any articles that could be used as weapons, are not permitted on the supervised visit
SAFETY Precautions regarding alleged Sexual Abuse
12. No exchange of gifts, money, or cards
13. No photographs, audiotaping, or videotaping of the child
14. No physical contact with the child such as lap sitting, hair combing stroking, hand holding, tickling, prolonged hugging, horse playing, wrestling, changing diapers, or accompanying child to restroom
15. No whispering, passing, or writing notes, hand signals, or body signals
16. You must speak English during the supervised visitation unless there is a monitor present who speaks your family's native language
17. Supervised visits prohibited in location where the alleged sexual abuse occurred
_____ (initial here)

E) Custodial parent agree to the following:

You must give child all medication or special needs **PRIOR** to visitation. Unity Family Services will not administer any medication nor allow non-custodial parent to administer medication during visitation.
_____ (initial here)

Guidelines to Empower Supervised Visitation or Exchanges

Provides of supervised visitation conduct comprehensive intake and screening to assess the nature and degree of risk for each case and may suspend or terminate a visit if the provider determines that the risk factors present are placing in jeopardy the safety and welfare of the child of provider. 5.20(e) (2), (5).

If a monitor of supervised visitation 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 later, or terminated. 5.20(n) (2)

I further understand the provider reserves the right due to safety concerns to make an alternative decision regarding a prior agreed location, which may be documented in court order, or stipulated agreement. Any safety risk or conditions, which risk the safety and well-being of the children, monitor or either party is sufficient to justify a change of location and does not require the permission or prior approval of legal counsel to do so.

Safety concerns and decisions made by the monitor will be documented with written justification and sent to the court and/or legal requirements.

FAMILY CODE SECTION 3200-3204: “ONCE SAFETY IS ASSURED, THE BEST INTEREST OF THE CHILD IS THE PRIME CONSIDERATION AT ALL STAGES AND PARTICULARLY IN DECIDING THE MANNER IN WHICH SUPERVISION IS PROVIDED.”

Each party is expected to cultivate a healthy relationship with their children

Children will be allowed to initiate physical contact if they desire. Non-custodial parent must respect the child’s right to decline physical contact. Parent will be alerted of in-appropriate behaviors towards child.

Children have the right to terminate visitation due to emotional discomfort. However, monitor makes final determination as to if visit is terminated due to child’s display of emotional discomfort.

I will

- Respect my child’s relationship with the other parent
- Reassure my child that I want them to have a good relationship with the other parent
- Not ask my child to relay information to the other parent
- Not speak ill of the other parent in front of my child
- Avoid quizzing my child about the other parent’s activities and relationships
- Not quiz the child for details regarding the visit
- Reassure my child that I will return after the visit

Regardless of my personal concerns, fears, anxiety, and/or anger, I will present the monitored visitations and exchanges as a positive experience.

Print Name

Signature/Date

Provider Signature/Date