

**Service Agreement for
Professional Supervised Child Visitation Monitoring**

**** ALL FEES MUST BE PAID IN ADVANCE PRIOR TO STARTING
SERVICES ****

Name: _____ Case#: _____
Custodial Parent (CP) / Non-Custodial Parent (NCP)/ Guardian) **Circle One.**

Contact number #1: _____ #2: _____

E-mail: _____

Full Name of minor child(ren) listed on Court Order, age(s) and birthdate(s):

Emergency contact person for Parent/Child: Full Name: _____

Phone#: _____ Relationship to Parent: _____

I AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. SCHEDULING

- a. The day/time of visitation will be: _____
- b. The frequency and duration of visits will be subject to the Court Order which is/are: _____
*Repeated lateness will result in services being terminated.
- c. A 2-hour minimum is required for all visitation services.

2. FEES FOR SERVICE:

- a. It is agreed, the Provider's fee is \$_____ for the Intake Application/ Screening Meeting. It is agreed, the Provider's fee is \$_____ for each



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hour (2 hour minimum) of Supervised Visitation, plus any additional hours and any incidentals associated with the visitation (i.e. entrance and/or parking fees, etc.).

- b. If there is *more than one child or other visiting persons* listed on the Court Order, or mutually agreed by both parties, an additional fee of \$_____ per person, per hour (2 hour minimum) will be charged.
- c. If there are any *entry fees to any of the visiting locations*, it is the Non-Custodial Parent's responsibility to cover the cost for the Provider (parking fees, entry tickets, etc.)
- d. If the Provider is *subpoenaed* and required to make an appearance in Court, there will be a flat fee of \$_____ for each day served **payable in advance**.
- e. If either party is *late for the visit*, a late fee of **\$2.00** per minute will be charged after a 15-minute grace period and *must be paid before the next visit*. If a Non-Custodial Parent *fails to arrive after a 20-minute* waiting period, the visit will be cancelled and a cancellation fee will apply. The **cancellation fee is equivalent to the already "scheduled" visitation fee** and *must be paid before the next scheduled visit occurs*.
- f. If a visit is *canceled within 24-hours of the scheduled visit*, there will be a **cancellation fee equal to the scheduled visit hour(s)** and *must be paid before the next visit occurs*.
- g. If a *holiday cancellation occurs less than one week prior* to a scheduled visit, the parent who cancels is responsible for the cancellation fee **equal to the scheduled visit hour(s)**. ***Holiday premium rates are Double the Standard visit rates. Holidays are as follows:** New Year's Eve, New Year's Day, Easter Sunday, Mother's Day, Father's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day.
- h. **Reports** will be completed upon a written request by the Parent or Attorney. A **Summary Report** consists of a list of visitation dates/times/locations only. A **Detailed Report** provides a list of visitation dates/times/locations and a brief summary of the specific visit requested.

A Declaration Report is

For requested reports, both Parents, Attorneys, and the Court will receive a copy. (*Report fees apply and must be paid in advance).

If a specific visit or visitation services are terminated for any reason, all parties and the Court will be notified by the Visitation Monitor in writing with full explanation for the termination.

***All requests must be made no later than 10 days before the report's due date. There will be an additional \$25.00 fee for expedited reports requested less than 10 business days of the due date.**

- Summary Report = \$100.00
- Detailed Report = \$150.00
- Declaration Report = \$100.00

3. PAYMENTS:

All payments are to be made in advance of any and all in-take meetings or visitations. Payment is accepted through Venmo @A-Childrens.Studio



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It is agreed that the Custodial Parent, Guardian, Non-Custodial Parent, and the Visitation Monitor make every effort to ensure child(ren) have a safe and enjoyable visit. To do so, the following procedures must be followed.

SUPERVISED VISITATION GUIDELINES:

1. **THE FOLLOWING GUIDELINES MUST BE FOLLOWED AT ALL TIMES.**
 - a. The Visitation Monitor will be present at all times during the visit.
 - b. The **Custodial Parent** will **arrive 10 minutes prior to the start of the scheduled visit** and **return 10 minutes after the visit has ended**. Custodial Parent and/or Designees will be required to leave the area immediately upon dropping off child(ren) and picking up child(ren).
 - c. The **Non-Custodial Parent** will **arrive at the exact hour of the scheduled visit** and must leave immediately after the visit has ended.
2. The child(ren) must be within hearing and eyesight of the Visitation Monitor at **ALL TIMES**. If the child needs to use the restroom, the Provider will accompany the child. (**Detailed explanation to follow during the intake.*)
3. **THE FOLLOWING MUST BE AVOIDED AT ALL TIMES:**
 - a. Inappropriate touching of the child(ren)'s body
 - b. Inappropriate demands for physical contact
 - c. Use of foul language
 - d. Shouting or yelling *at ANYONE*
 - e. Threat of physical abuse or violence *to ANYONE*
 - f. Cell phone usage
 - g. Attempts to move child(ren) away from the sight and/or hearing range of the Professional Provider.

****IN SEXUAL ABUSE CASES ONLY, these additional guidelines apply: (2016 CA Rules of Court 5.20)***

- h. No exchanges of gifts, money, or cards are allowed;
 - i. No photographing, audiotaping, or videotaping of the child;
 - j. No physical contact with the child such as lap sitting, hair combing, stroking, hand holding, hugging, wrestling, tickling, horse playing, changing diapers, or accompanying the child to the bathroom;
 - k. No whispering, passing notes, hand signals, or body signals; and
 - l. No supervised visitation in the location where the alleged sexual abuse occurred.
4. **Parents and/or Designees must avoid each other** at all times prior to, during and at the end of the visitation.



5. There will be **no correspondence** (ie: regarding child support) or messages to the other parent **by means of child(ren)**, Visitation Monitor, etc. It is prohibited to use the visitation, scheduled exchange site or surrounding areas for the service of court documents.
6. Visitation Monitor **will only exchange information in regards to the child(ren)'s medical needs** (ie: medications, dietary needs) or visitation arrangements. *Only prescription medication may be sent in pre-measured doses. Custodial and visiting parties are responsible to meet the needs of children while children are in each individual's care. (ie: diaper bag, baby food, or meals, etc.)
7. **Parents must not share detailed court information or court documents with the child(ren) or make promises to the child(ren) about future living arrangements**, time sharing, or visitation modifications. Discussions and activities should focus on the present to avoid added pressure and/or disappointment of the child(ren.)
8. **Parents will not speak negatively about the child(ren)'s other parent and his/her family in front of the child(ren)**. Concerns should be addressed with the Visitation Monitor during office hours, Monday-Friday 9:00am-5:30pm.
9. **Parents will not question the child(ren) about the other parent's whereabouts or activities.**
10. **Visit will be terminated if the Non-Custodial Parent is suspected of being under the influence of any substances. The Emergency Contact will be called for pick-up if the Custodial Parent is suspected of being under the influence of any substances.**
11. **Parents and children must speak English during the supervised visit** unless there is a Professional Provider present who speaks a family's native language. Parents must speak loud enough for the Visitation Monitor to hear. No whispering.
12. The use of cellular phones is not permitted during the scheduled visit *unless in emergency situations only*.
13. Weapons or any articles that could be used as **weapons are not permitted on the supervised visit.**
14. **Only individuals listed on the Court Order or mutually agreed upon by both parties may participate in the visit.** Any individuals, who are authorized by the Court to participate in the visitation, that do not comply with the Professional Provider's guidelines & rules will force the cancellation of the supervised visitation.
15. Except for late cancellation or inability to arrive on time, all **calls are to be placed to the Visitation Monitor during office hours**, Monday to Friday, 9:00am to 5:30pm.



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A Children's Studio

achildrensstudio@gmail

760-292-5040

www.AChildrensStudio.com

16. Photographs may be taken with the Non-Custodial Parent during visits *with the prior approval of the custodial parent and are **not allowed in sexual abuse cases.*** Photographs should not be taken of the Visitation Monitor.
17. There are to be **no changes in the supervised visitation schedule unless approved by the Court and the Visitation Monitor.** Once the day and time has been set, it will be followed on a consistent basis, unless either party requests a change. **Visitation Change Requests must be requested one week prior to visitation.*
18. There shall be **no permanent alteration of the child(ren) during visitation without prior approval of the Custodial Parent** (ie: haircuts, tattoos, body/ear piercing, etc.)
19. If medication is needed during visits, **the Custodial Parent or Guardian must provide the Visitation Monitor *written consent* giving the Non-Custodial Parent permission to administer the medication** prior to the visit. **Only prescription medication will be accepted in a pre-measured dose.*
20. **Non-compliance with any rule or challenging the Visitation Monitor may lead to termination of services.**
21. **The Visitation Monitor reserves the right to refuse, cancel or terminate a visit or all visitation services** if the Custodial Parent or Non-Custodial Parent violate the Agreement for Service or if the Visitation Monitor feels threatened or if he/she feels that it is not in the best interest of the child(ren) or Parents to continue (*or accept*) the case.
23. **CONFIDENTIALITY:**
Observation notes will be recorded by the Visitation Monitor during each visit. The Visitation Monitor will keep observational notes, and record all phone, email, and other communications.

No privilege of confidentiality exists between the Custodial Parent or the Non-Custodial Parent and the Visitation Monitor. This includes any communication, whether written, observed or heard between any and all parties involved in the visitation process.



The observation notes, heard comments, spoken information or any other information will be shared when:

- Requested by the Court Mediator, Court Investigator, or Court Evaluator in conjunction with a court ordered mediation or investigation.
- Required by Child Protective Services.
- Required by a law enforcement agency.
- When a report is requested by either party or their attorney.

In addition, this **case file may be reviewed by the Court Evaluator, Court Mediator or Attorneys of Record.**

The Visitation Monitor will keep identifying information such as addresses, place of work, phone numbers confidential. This information will not be included in any reports except when ordered by the Court, reporting child abuse or to police agencies in the event of abduction.

*If rules are violated for any reason, the specific visit or visitation services may be terminated.

*If the child(ren) becomes upset and/or wishes not to continue, the visit may be terminated.

*In both cases, all parties will be notified. *All fees are non-refundable.

This Agreement for Services has been explained to me, and I agree to and understand the terms and conditions listed above. I will be given a copy of this agreement. I understand that failure to comply may result in immediate withdrawal of service(s) being offered.

Print Name of Parent

Date

Signature of Parent

Signature of Professional Provider

Date

PROFESSIONAL VISITATION PROVIDER CONTACT INFORMATION:

NAME: Ms. Laurie of A Children's Studio

PHONE: 760-292-5040

E-MAIL: AChildrensStudio@gmail.com



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