

Date \_\_\_\_\_ Custodial \_\_\_\_\_ Visiting \_\_\_\_\_ Guardian / Other \_\_\_\_\_

### Agreement for Supervised Visitation

**NOTE:** You have 14 calendar days from the date that you were sent the Parent Orientation link via email to complete the entire Orientation process (earn online Orientation certificate, online signing of all forms, paying applicable fees, and scheduling first visit). If you do not complete the entire Orientation process within that time frame, your file will be closed and all parties will be notified of your failure to comply.

**This is an agreement for:**

\_\_\_\_\_ Supervised Visitation \_\_\_\_\_ Monitored Exchange and/or \_\_\_\_\_ Child Transportation

made between: Provider / Monitor: Family & Children's Counseling Services, Inc. and Parents identified below, regarding visitation of the child/ren identified in Interview document.

Custodial Parent: \_\_\_\_\_

Visiting Parent: \_\_\_\_\_

Who is responsible for payment?

\_\_\_\_\_ Custodial \_\_\_\_\_ Visiting \_\_\_\_\_ Split

Who is responsible for transportation?

\_\_\_\_\_ Custodial \_\_\_\_\_ Visiting \_\_\_\_\_ Split

### General Consents

I consent to Supervised Visitation (SV) and/or Monitored Exchange (ME) services with FCCS. The entirety of this contract is a legal and binding agreement. I agree to the following Terms and Conditions of SV provided in this document. I have received an Orientation to SV / ME services.

## **Guidelines**

I have received a copy of the SV Guidelines and agreed to adhere to all of the rules and requirements set forth. I understand that failure to comply with any Guideline is grounds for Termination of visit and/or SV / ME services.

If services are placed on Hold, you will be required to complete a Re-Orientation session before services are resumed.

\_\_\_\_\_ Initial

## **No Therapy**

I understand that SV is not therapy. You may request child and/or family services from another Provider within the practice. However, the same Provider may not provide both SV and therapy services.

\_\_\_\_\_ Initial

## **Confidentiality/ Release of Information**

I understand that Court ordered services, such as SV or ME, are not protected by confidentiality laws. I understand that mutually agreed upon SV or ME also limits confidentiality of SV and ME documentation. The Monitor will be required to make a report of information obtained throughout interview, orientation, visits and/or exchanges, copies will be sent to:

- The Court
- Attorneys of record, if applicable
- Minor Counsel, if applicable
- Social Worker/s, if applicable
- Custodial Parent

I understand that these other parties who are receiving information may not keep my confidentiality and that the Monitor does not have control over this.

I hereby authorize the use or disclosure of information regarding my Supervised Visitation services as specified above. This authorization permits disclosure of information about my visits, including interaction with my children, monitor and other parent.

\_\_\_\_\_ Initial

## **Liability and Disputes**

I agree to release, hold harmless and indemnify FCCS and any / all staff for any claims arising from the performance of this Agreement. Should performance of FCCS be interrupted by any occurrence which is beyond the control of FCCS, FCCS shall be excused from performance of its obligations and undertakings, so long as such condition continues in existence.

I understand there are benefits and risks to services. I hold FCCS, employees, contractors and associates harmless and not liable for the actions of other Parent or for incidents or injuries that occur during visits or related services. I agree to manage any disputes: first, with the Monitor directly; then if not resolved, with a Supervisor at FCCS; and if not resolved, through neutral binding arbitration instead of Court process. Arbitration is a less formal and more private method of handling business disagreements. In the event of an Arbitration, each person/representative of the parties will pay for their own legal counsel. Any party named in the arbitration will split the fees of arbitration.

\_\_\_\_\_ Initial

### **Laws and Policies**

I understand that I can view Standard 5.20 Uniform standards of practice for providers of supervised visitation online or I can request a copy from my Monitor.

[http://www.courts.ca.gov/cms/rules/index.cfm?title=standards&linkid=standard5\\_20](http://www.courts.ca.gov/cms/rules/index.cfm?title=standards&linkid=standard5_20)

\_\_\_\_\_ Initial

I understand that all employees of FCCS are mandated reporters. This means that any suspected child or elder abuse will be reported to the appropriate authorities.

\_\_\_\_\_ Initial

I understand that issues related to safety, including possible abduction, driving under the influence, threats, etc. will result in suspension (Hold) or Termination of visit and/or services and a call to Police to ensure child, monitor and public safety.

\_\_\_\_\_ Initial

I understand that my inability or unwillingness to follow guidelines will result in suspension (Hold) or Termination of visit and/or services. I understand this includes trying to interfere with visits, attempting to get Monitor to “side” with me, and/or failure to cooperate with Monitor. I understand that Monitor is a neutral third party who is there to ensure safe visits between non-custodial parent and child/ren.

\_\_\_\_\_ Initial

I have received a copy of the Concern Form so that I can address issues related to SV with Monitor without having to bring the topic up in front of the child/ren.

\_\_\_\_\_ Initial

I understand that other parent is the parent during parenting time. His/her parenting time may include photography except in the case of suspected sexual abuse perpetrated by Visiting Parent against Child / ren.

\_\_\_\_\_ Initial

I understand that FCCS will make every effort to establish a regular schedule, but there is no guarantee of time slot if there is a missed visit.

\_\_\_\_\_ Initial

I give Monitor permission to transport child/ren for visits. This may include transportation to or from a visit for exchange of custody time or during a visit for community activities.

\_\_\_\_\_ Initial

I will not bring a contagious person (my self, my child, anyone else, etc.) to a Visit.

\_\_\_\_\_ Initial

I will not argue with Monitor. I understand that all concerns, complaints and/or issues will be handled with a Supervisor during regular business hours. I understand that I may be required to submit my concern via Concern form.

\_\_\_\_\_ Initial

I understand that the document produced by the Monitor after the Visit is the extent of communication that will be had regarding the Visit. While FCCS desires that both Parents are completely happy with services, FCCS is limited to discussing only matters related to the safety and wellbeing of the children and to scheduling concerns. Desires to question the details of who said what, when and how shall be directed to my attorney and/or to the Mediator. I understand this is necessary to avoid Monitor's bias, or appearance of bias. The Monitor is a neutral third party.

\_\_\_\_\_ Initial

## **Fees**

## **Retainer**

A fee equal to your first visit is required to be paid upfront before your first visit (during your orientation process). This retainer (deposit) fee is in addition to the fee for your first visit fee and is in addition to your Orientation fee, and will be held as security for any additional fees you may incur throughout your time with us.

Amounts may be deducted from your retainer to cover costs associated with consults, additional documentation, and/or late cancels. You will be notified if and/or when any amount is deducted from your retainer. If your retainer balance should ever fall below the equivalent to one normal visit, you will be required to bring that retainer balance back up to the required balance before another visit can take place.

If fees are split between Parents, both must agree, comply and pay applicable fee for visits to happen. Monitor WILL NOT dispute payment arrangements between Parents on behalf of either Parent. Monitor is not a personal banker nor a go-between for Parents. I agree to pay FCCS for services related to SV and/or ME. I have read and agree to the additional polices including cancellation rules in the Guidelines document. I understand that if I cancel a visit for any reason, I will be responsible for that fee.

\_\_\_\_\_ Initial

I understand that FCCS is not a grant-funded/ free public service agency. Fees are billed for services provided (similar to an attorney, nail salon, or plumber, etc.). Placing unreasonable demands upon Monitor and/or other FCCS staff, including but not limited to placing unnecessary administrative burden on staff, without notice and/or payment will result in additional fees. Failure to pay fees will result in a Hold or Termination of services.

Note: Fees are subject to review and adjustment We reserve the right to make a final decision regarding payments and refunds. Our decisions are final. Disagreeing with staff can result in client termination.

\_\_\_\_\_ Initial

If fees are split between Parents, both must agree, comply and pay applicable fee for visits to happen. Monitor WILL NOT dispute payment arrangements between Parents on behalf of either Parent. Monitor is not a personal banker nor a go-between for Parents.

I agree to pay FCCS for services related to SV and/or ME. I have read and agree to the additional polices including cancellation rules in the Guidelines document. I understand that if I cancel a visit for any reason, I will be responsible for that fee and payment is due within 24

hours. If payment is not received within 24 hours, payment will be deducted from the Retainer and documentation of the fee plus any additional documentation fees,

In the event that the other Parent is responsible for any fee and that fee gets taken from my Retainer, I am responsible for seeking reimbursement from the other Parent *through the Court* and not through FCCS.

If I am the Parent responsible for additional fees that get taken from the other Parent's Retainer, I understand that that Parent may seek reimbursement from the Court.

FCCS cannot and will not be responsible for determining fairness and/or reimbursement of fees since that is a Court matter. FCCS will provide all documents that indicate who was or should have been responsible for fees incurred.

I understand that FCCS is not a grant-funded / free public service agency. Fees are billed for services provided (similar to an attorney, nail salon, or plumber, etc.). Placing unreasonable demands upon Monitor and/or other FCCS staff without notice and/or payment will result in a Hold or Termination of services.

\_\_\_\_\_ Initial

I understand the fees are as follows:

**Note: Fees are subject to review and adjustment.**

### **Retainer**

A fee equal to your first visit is required to be paid upfront before your first visit (during your orientation process). This retainer (deposit) fee is in addition to the fee for your first visit fee and is in addition to your Orientation fee, and will be held as security for any additional fees you may incur throughout your time with us.

Amounts may be deducted from your retainer to cover costs associated with consults, additional documentation, and/or late cancels. You will be notified if and/or when any amount is deducted from your retainer.

If your retainer balance should ever fall below the equivalent to one normal visit, you will be required to bring that retainer balance back up to the required balance before another visit can take place.

## **Additional Visit Fees**

Sometimes additional staff or security is necessary and the party responsible for payment will be required to pay this additional fee.

- Severity of case: risk factors, etc.
- Number of children to be supervised
- Other factors that may warrant extra caution.

## **Initial Interview**

- \$50 per person (including children who are old enough) - one-time fee, prior to visits
- Travel fees apply
- Fee for interview / orientation for all parents and children plus fee for first visit are due prior to scheduling interview / orientation. Your interview will not be scheduled until payment is received and cleared. If your case is not taken, only the fee for first visit will be refunded. Interview / orientation fee is for administration time in gathering and reviewing information.

## **Monitored Exchanged**

- \$ 75 per 15 minutes exchange
- travel fees apply

## **Visits**

- \$75 for the first clock hour\*
- \$75 for each additional hour\*, when conducted in consecutive hours
- Monitored Exchange for visits is included in this price
- travel fees apply

*\*visitation hour is 60 minutes based on appointment time; NO time credit given for late arrival by either party*

Visit fees include visit documentation. Additional documentation is an additional fee.

## **Payment Method**

Cash is NOT accepted. Please do not attempt to pay Monitor via cash. Payment is received via your online client portal. Fees for services must be paid the week before the visit. Please schedule your payments in a timely fashion. There are no refunds. Failure to provide payment on time may result in loss of scheduled visit time.

**INVOICES COME OUT ON MONDAY AND MUST BE PAID BY WEDNESDAY THE WEEK BEFORE. MARK YOUR CALENDAR. PLAN YOUR BUDGET. PUT A CREDIT CARD ON FILE IF YOU ARE PRONE TO FORGETTING.**

FCCS will process payments for regularly scheduled visits on Wednesday, if the client has not manually paid for it by the end of the day. If payment does not go through when processed by FCCS, visit for the following week will be canceled.

If payment is not made and the program manager is not notified that you cannot make payment, your time slot may be given to another family and you may not be able to get it back, depending upon FCCS staff availability. After two cancellations due to non-payment, client will be taken off the calendar and all parties notified.

FCCS has the right to terminate services due to visit cancellation when no payment is received to hold the spot. Again, FCCS is not a grant funded or "free" government agency. FCCS has normal business related overhead expenses and employees have families to feed. We cannot hold spots for non-paying, inconsistent visits that may or may not happen. We take Supervised Visitation seriously and our clients do too.

### **Travel Time**

There is no travel fee for appointments in local area unless Monitor is providing transportation for child/ren (see below).

### **Child Transportation**

If Monitor is providing transportation for child, Monitor's travel is billed at the rate of \$60 per hour, plus 58 cents per mile (pick up and/or drop off at Custodial Parent's home or other location with prior approval). Transportation is not always available. Inquire for details.

### **Holiday Fees**

- \$155 for each clock hour visits on the following days; subject to availability:
- New Year's Eve and Day                      Dec. 31 and Jan. 1
- Martin Luther King, Jr. Day                  January- third Monday
- President's Day                                  February- third Monday
- Memorial Day                                    May- last Monday
- Independence                                    July 3, 4, and 5
- Labor Day                                         September- first Monday
- Columbus Day                                    October- second Monday
- Veteran's Day                                    November 11, Friday or Monday (varies)
- Thanksgiving                                    November- fourth Thursday, plus Wed before and Friday after
- Christmas                                         December 24, 25, 26

*When a holiday falls on a Saturday, it is usually observed on the preceding Friday. When the holiday falls on a Sunday, it is usually observed on the following Monday.*



*Please ask for specifics as holidays approach.*

**Additional Services and Fees**

- Child transportation fees- see Travel fees
- \$20 for print and mail service, per occurrence (if you do not want to, or you cannot receive, your visit notes via email)
- \$75 for clock hour for consults with social worker, attorney, and/or other approved individual, billed in 15- minute increments. Payable by next visit or within 7 calendar days, whichever is sooner.
- \$60 per clock hour for written report (Court summary report, outside agency report, parent Warning, Hold or Termination notice), billed in 15- minute increments.
- \$450 for each half day (each 4-hour block) Court appearance, per Monitor.
- \$60 per clock hour for preparation for Court appearance (case review, staff time, etc.), billed in 15- minute increments.
- \$60 per clock hour for travel time to Court appearances, billed in 15- minute increments.
- Each Parent is responsible for fees associated with his or her own attorney or other representative. The party (side) who calls the Monitor(s) to appear is responsible for the associated fee. In the case of a Monitor speaking with a Mediator, both Parents will be billed equally for half of the fee.

\_\_\_\_\_ Initial

**Acknowledgement**

I have read and agree to the Terms and Conditions of receiving Supervised Visitation and/or Monitored Exchange services.

Printed Name \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

FCCS Staff Printed \_\_\_\_\_

FCCS Staff \_\_\_\_\_ Date \_\_\_\_\_