



A Family Affair Supervised Visitations and Safe Exchanges
1624 Dent St.
Garland, Texas 75042
Phone: (214) 206-1855 Fax: (972) 432-4140
www.a-family-affair.org

A FAMILY AFFAIR Supervised Visitation

Services Contract

Our primary service is to provide the supervision of court ordered parent-child visitation, as well as assisting in the reintroduction of a parent in to a child's life. There are many situations in family law cases, or other cases affecting the parent-child relationship, when the need arises for a neutral third party to supervise visitation between a parent, or another party, and a child or children. Reasons for referral include sexual, physical, and emotional abuse of a child, parent alienation syndrome, domestic violence, kidnapping, drugs and alcohol abuse by a parent and mental illness of a parent.

We have a great deal of experience in dealing with family trauma as an organization we have over 50 years of legal experience. All supervisors with our company are off duty or retired law enforcement personnel or mental and/or physical health professionals. We also have certified counselors.

Services are established by mutual consent of all parties involved and can only continue as a result of **cooperation by all parties**.

All additional persons to be present at visitation periods shall be **pre-approved** or the visitation will be denied.

Visitation will take place at a predetermined location agreed upon by all parties. If supervised visitation periods are uneventful, then field trips away from the predetermined location will be allowed, subject to discretion.

Initiating Services:

Services begin with an intake interview in which each client completes paperwork, learns about policies and procedures along with an assessment of the family situation to ensure proper services to each individual family. This interview provides the forum where questions are answered and a cooperative working relationship is established therefore creating a foundation for successful supervision. To schedule an intake interview, please contact me at 214-206-1855.

_____ Payment is expected 72 hours in advance by cash, money order, cashier's check, or Paypal.

_____ Failure to provide 8 hours advance notice of cancellation of a scheduled visitation period will result in a cancellation fee equal to the amount of the visit, payable by the party canceling visitation.

_____ Failure to provide 4 hours advance notice of rescheduling visitation will result in the entire amount of the visitation to be paid by the party who cancelled the visitation and a \$50 rescheduling fee. **Any party who no-shows will be charged the entire fee of the visit.**

_____ If any supervisor is subpoenaed to court to testify, a \$500.00 retainer must be paid in 72 hours in advance of the court time and a fee of \$100 per hour will be billed against that retainer. All hourly time and expenses will be deducted from that fee. The fee will cover to all time spent either on travel time, court time, waiting time, etc. to the party issuing the subpoena.

_____ If you are more than 10 minutes late picking up your child/children or more than 10 minutes late dropping off your child/children by supervisor's

watch, there will be a charge of \$1.00 per minute added until your arrival.

_____ **No** visitation will take place with any person who appears to be or who is believed to be under the influence of alcohol, drugs, or who appears to be experiencing emotional problems to the extent that the physical or emotional welfare of the child/children might be endangered.

_____ During a visit, **no one** will discuss issues related to the divorce, pending litigation, or future living arrangements in the presence of the child/children. No derogatory remarks about the other parent or family members shall be made in the presence of or hearing range of the child/children. No one is permitted to ask questions of child/children or encourage child/children to discuss information about the other parent.

_____ Any and all communications to parties, parties representatives, courts, therapists other than one phone call to confirm visitation will be bill at the rate of \$1.00 per minute or \$60.00 an hour plus expenses. All communication fees will be billed on the first of every month and are due and payable no later than 10 days from the billing date. On day 11 after the bill is sent a late fee of \$20.00 will be charged and then every day after the 11th day will incur a daily late charge of \$5.00 per day.

_____ A \$1.00 per mile for a fuel fee will be assessed for any travel to a visitation site, court hearings/trials, or otherwise that is greater than 10 miles in distance from Garland.

Fees:

Fees are as follows: \$50.00 initial administration fee for setting up services.

\$55.00 per hour for one child and one other party

\$65.00 per hour for two children and one party

\$75.00 per hour for three or more children and one party

\$65.00 per cycle for all supervised exchanges, \$40.00 per one side exchange.

Holidays: Christmas, New Years, Easter, July 4th, Thanksgiving will be at double the Normal rate.

Pre-payment for records:

\$150.00 for records plus \$1.00 per page for each page of records. \$25.00 for records affidavit fee.

\$25.00 per hour for video taping.

\$35.00 per hour for each additional supervisor that is required.

\$1.00 per mile for fuel fees if visitation site is more than 10 miles outside of Garland.

Payment is required for copying of video tapes or written record.

Payment is expected 72 hours in advance by cash, money order or online on our website at <http://www.afamilyaffairoftexas.com>.

All visitations that are cancelled due to illness of the child will require a doctor's note from the custodial parent or the missed visitation must be paid by the custodial parent.

All communications will done with the custodial and non-custodial parent. Under no circumstances will the attorneys office replace contact with either parent. Communication must be open and available so that the supervisor and supervised visitation provider can maintain the best possible environment for the child/children.

Should there be any reason that A Family Affair has to pursue legal methods to collect monies owed to them by any party then that party will be responsible for all court costs, attorney fees and court time required to collect said monies.

Failure to provide 8 hours advance notice of cancellation of a scheduled visitation period will result in a cancellation fee equal to the amount of the visit, payable by the party canceling visitation. Failure to provide 4 hours advance notice of rescheduling visitation will result in a \$50.00 rescheduling fee. Any party who is no-shows for a scheduled visit will be financially responsible for the entire fee.

If you are more than 10 minutes late picking up your child/children or more than 10 minutes late dropping off your child/children, there will be a charge of \$1.00 per minute added until your arrival.

Service Policies:

1. An adult must accompany the child/children inside the designated visitation site but can depart at that time until the other parent or party arrives to deter any aggressive behavior. Parties are not to interact with other while picking up/dropping off before or after a visit to prevent any conflict between the two parties in the presence of the child(ren).
2. No visitation will take place with any person who appears to be or who is believed to be under the influence of alcohol, drugs, or who appears to be experiencing emotional problems to the extent that the physical or emotional welfare of the child/children might be endangered.
3. No weapons are allowed to be in the possession of anyone during the visit.
4. No physical discipline will be used by anyone participating in a supervised visit. Verbal threats, vulgar or abusive language directed toward anyone present during supervised visitation is not permitted.
5. During a visit, no one will discuss issues related to the divorce, pending litigation, or future living arrangements in the presence of the child/children. No derogatory remarks about the other parent or family members shall be made in the presence of or hearing range of the child/children. No one is permitted to ask questions of child/children or encourage child/children to discuss information about the other parent.
6. Any threats of physical violence to anyone present during a visit, or any implied threat of kidnapping, will be taken seriously and will result in summoning of law enforcement officers.
7. The supervisor reserves the right to terminate services at any time, when appropriate.
8. Any party who is known or suspected of being a "flight risk" while visiting the child must surrender their car keys, cell

phone, pager, or any other outside communication/transportation means they may have prior to the start of the visit. Failure to do so will forfeit your right to the visit and it will be rescheduled and a rescheduling fee will be assessed.

9. Guidelines for the visitation are obtained by the court order, if no level of visitation is designated then all visitations will be on a level II. If there are no restrictions for off site visitations then the Supervisor has the right to determine if an offsite visitation is appropriate for the visiting parent. The supervisor has final say on additional parties attending the visitation and will only exclude visitors that the court has addressed as a danger to the child. The Supervisor has final say on additional visitors, location and activities for the supervised possession.

10. No person or party may video tape, record or plant any type of listening devices on children, property without the written consent of A Family Affair and its staff members.

11. No party shall arrive more than 5 minutes prior to the visitation ending or beginning and park in front of the visitation facility.

12. All parties shall obey and follow any instruction of A Family Affair so that the children's best interest can be taken into consideration.

The supervisor will need to have adequate information about the allegations to additional boundaries may need to be set beyond the standard guidelines.

Visitation Policies:

1. **Parents are expected to be responsible for their child/children's behavior** during visits and are expected to exhibit appropriate parenting skills during parent-child visits.

2. All regularly scheduled visits will only be arranged when notice is given 72 hours in advance. Rescheduling a visit must be made 4 hours before a visit to prevent a \$50 late rescheduling fee from being assessed. A cancellation of a visit must be made 8 hours before a visit in order to prevent the total amount of the visit being required to be paid.

3. Any parent desiring other adults or children to attend their supervised visit is required to secure permission 48 hours prior to the scheduled visit. Any unauthorized visitor will not be allowed to remain for the visit.

4. Visits are **only** for the party or parties named in the Court's order. Any additional person(s) attending a visit must follow the guidelines and policies. If the additional person(s) interferes with the positive nature of the visit, then the supervisor has the sole discretion to deny the additional person visitation or may ask them to leave at any time.

5. **We have the final authority in determining the activities during visits.** If the parent has a specific activity planned during the visit such as a trip to the lake, ice skating or roller-blading, then the parent needs to notify the supervisor in advance.

6. During visitation times, parents are to keep the child/children within the supervisor's sight and hearing **at all times**. Any attempt to evade the supervisor or to trail far enough were you can no longer be heard will terminate your visit.

7. Should the supervisor determine that the health, safety or welfare of the child/children is endangered at anytime during the visit, the supervisor has the authority to terminate the visit. If it is determined that services need to be

terminated, the Court, attorneys of record, attorney ad-litem and Child Protective Services will be notified, if appropriate.

8. Do not attempt to discuss with your supervisor about any information about the other party or the courts regarding your case. Any information known about the matter is confidential and if you are inquiring about something regarding your case, then please consult your attorney.

Guidelines for Supervision When Sexual Abuse has Been Alleged

If the Court has ordered supervised visitation because of allegations of sexual abuse of a child, it is **not** the supervisor's role to validate or invalidate such allegations. However, it is important to create an environment that is safe and will operate with a structure which serves to protect all parties.

The following are the standard behavioral/physical boundaries which must be maintained between a child/children and parent who has been allegedly sexually abused the child/children:

1. The child may not sit on the parent's lap. -
2. No full-body frontal hugging is permitted.
3. No kissing on the lips is permitted.
4. No wrestling or tickling is permitted.
5. Only English may be spoken during the visit.
6. **All dialogue** between the visiting parent and the child/children must be loud enough for the supervisor to hear.
7. The supervisor must be able to see the child/children at all times.
8. The visiting parent may **not** change the diapers or the clothes of the child/children, and may **not** be present in the

room while the child is being changed.

9. The visiting parent may not examine the child/children physically, ask questions about intimate body functioning, discuss any sexual topics or body parts, or tell sexual jokes.

10. If the child/children are transported during the visit, then the child must sit in the back seat and the supervisor will sit in the front.

11. The visiting parent may **not** assist the child in the bathroom.

It is important that the visiting parent understands the boundaries, and have a plan for dealing with them, before visit begin. Both the child and the visiting parent will be more comfortable if the parent takes responsibility for adhering to the boundaries without intervention. If the visiting parent does not adhere to the rules of the visit, they are at risk of losing their rights to future visits with the child.

A FAMILY AFFAIR SUPERVISED VISITATIONS AND SAFE EXCHANGE POLICY AGREEMENT

Exchanges:

Supervised exchange allows parents and family members to exchange children without the face to face confrontation of parental encounters and provides the children with a comfortable and secure transition from one family member to another. Payment: There is an administration setup fee of \$50 per party. Supervised exchange fee is \$40 for one exchange and \$65 for one exchange cycle (transfer of child from custodial parent to visitor and back to custodial parent after the visit.) Fees must be paid in advance by check, cash or money order. All cancellations must be made 48 hours prior to the exchange. If cancelled the exchange fee paid will be credited towards future supervised exchange services or refunded. If the client does not give 48 hour notice or does not show up for the exchange (NO SHOW) A Family Affair will retain the full amount of the exchange fee.

Conduct:

All parties will conduct themselves in a respectful manner. If there is any disruptions or conflicts during the exchange or a parent appears to be under the influence of alcohol or drugs the Case Supervisor will cancel the exchange and law enforcement may be contacted.

General information:

The Delivering party will arrive 15 minutes before the scheduled time of the exchange. The Case Supervisor will complete the exchange and fill out an “exchange transfer form” documenting the date, time and manner of the exchange. Delivering party should remain available to pick up the children in the event of a NO Show or provide information of an authorized person to contact to pickup the children if needed. Case Supervisor will wait up to 15 minutes after the exchange time for the parent arrival. If parents are late due to

weather or other delays they must call the Supervisor to make arrangements to wait. If they do not call and are not there within 15 minutes the exchange will be considered a NO Show and delivery parent or authorized person will be contacted. If no one can be located to pick up the children the Supervisor will call CPS to take custody of the children. Case Supervisors and A Family Affair Supervised Visitations are not responsible for any lost or stolen property during the exchange and are not responsible for the safety of the children once the exchange has taken place. In the event of non-compliance with the above policies or payments we reserve the right to discontinue the supervised exchange.

SUPERVISED VISITATION Service Contract

I hereby acknowledge that fees, service policies, visitation policies, exchange and sexual abuse guidelines (if applicable), have been explained to me and all questions clarified. I have received a copy of the applicable policies, and understand my obligation to follow them in order to receive service. I also understand that I will be financially responsible for all missed visitations or cancellations, outstanding communication fees, court and travel time and expense fees until A Family Affair has been removed as designated supervised visitation services.

I understand that all supervisors are subject to subpoena by Court.

I understand that all supervisors are responsible, but that they are not trained for, nor are they expected to intervene in moments of danger to anyone participating in a visit. Appropriate medical and law enforcement notification are the extent of their responsibility at such times.

A guaranty that no harm will occur during such Court ordered or voluntary use of services is neither inherent nor implied, and while every precaution short of physical intervention will be taken to secure the child/children's or adult's safety, it cannot be guaranteed. In the event of an emergency, I understand my child/children may be transported to a safe place until such time as an appropriate custodian can be contacted

As proof of having read and agreed to each statement above, I am signing in the space provided below.

Print Name Signature

Date Witness

INFORMATION SHEET

Information Pertaining to Custodial Parent:

Name of Child 1: _____
Sex: _____
Date of Birth: _____

Name of Child 2: _____
Sex: _____
Date of Birth: _____

Name of Child 3: _____
Sex: _____
Date of Birth: _____

Name of Child 4: _____
Sex: _____
Date of Birth: _____

Is supervised person violent? _____

Reasons for Supervised Visitation: (please give details)