

SUPERVISED VISITATION CONTRACT

GENERAL INFORMATION

On occasion, and for various reasons, the Court orders supervised visitation for children of individuals whose past behavior has caused a concern for the child or children's safety and welfare. Such supervised visits are generally conducted by individuals who have a background in mental health and child development, and are able to be vigilant not only for the physical safety but also of the emotional well-being of the child, while accommodating the need of children to have a nurturing relationship with both parents.

In order for the supervisor to ensure the emotional and physical safety of the children during the visits, the parent must be visible to the Supervisor while interacting with their children at all times. Please note that if a child is too young to use a public restroom by themselves, arrangements for this should be discussed prior to the visit to ensure that the parent is able to be observed when accompanying the child during the entire visit. This will also be specified in the Supervised Visitation Contract.

In order to provide these services and adhere to the requirement of the Louisiana Statutes that require protection of children and actions that further their best interests, background information must be gathered before the services are contracted and provided.

Observations made by the Supervisor during the visits are reportable to the Court. The Supervisor has the right to end the visit at any time if the parent appears intoxicated, if the parent curses or uses inappropriate language, if the parent makes disparaging remarks about the other parent, if the parent loses their temper and expresses their anger inappropriately, or if the parent touches their child inappropriately in any way including hitting, slapping, punching or kicking. The supervised parent may be asked to leave and the unsupervised parent will be called to come pick up the children as soon as possible.

COURT DOCUMENTS

All court related documents must be provided including but not limited to the Order that supervised visits be provided, Temporary Restraining Order (TRO), a Protective Order (PO) etc. Certain historical facts are also important such as a history of Domestic Violence. If there is a Parenting Plan in existence, then that should be reviewed as well. The Parenting Plan can also

have important information about transfers and limits that need to be blended into the specific of the contract and rigorously followed by the Supervisors.

Consequently, it is essential that all Mental Health Professionals that provide Supervisory services be familiar with the Court order that initiated the process. This Court order will provide important background information about the specific issues that are of concern and which Supervisors must focus on in providing protection and safety to the child during the sessions. The Court may also order other more restrictive or instructive information. For instance, the Court could require in-office supervised visits of a brief duration and that the sessions must be video-recorded. The Court may also specify who can bring and drop off the children and whether or not there should be any contact between the parents or responsible parties. This generally occurs when there has been domestic abuse or a Temporary Restraining order or a Protective Order.

CONTRACT FOR SUPERVISION

The expressed requirements of the Court must be incorporated into the supervisory contract. If there are no specifics in the court order, but they are in the Parenting plan, then these must be incorporated. If there are any additional spoken concerns by either parent at the outset, it may be reasonable and desirable to use these concerns to structure the supervised visit in terms of transitions, activities, locations, etc.

For the sake of efficiency, these documents should be provided in advance so the specific demands of the Court can be incorporated into the supervisory contract. Other concerns of the parents can also be incorporated by mutual consent. This process may be time consuming and there could be an additional fee for this aspect of the process. It will be determined in advance before the services are provided.

Often the Court orders who is responsible for the services or in which percentage each party is responsible. These factors will also be incorporated into the contract, and payment terms will be explained in the contract.

All new clients will be required to come to Family Mediation and Divorce Center to meet with the Supervised Visitation Coordinator and provide the relevant background and demographic information, provide a copy of the court order specifying supervised visitation and make financial arrangements to pay for visits before the first visit can occur. Both parents will have to sign contract and releases. They do not have to come at the same time, but all elements of the contract must be agreed to and ratified by signatures before the visits can begin. Initial telehealth visits with Supervised Visitation Coordinator and electronic signatures may be requested in lieu of in-person initial meetings.

The Supervisor will then be assigned to the case and this Supervisor will then contact the parties to make specific arrangements for the visits. We have a team of Supervisors who can work with multiple cases. It may not be possible for one Supervisor to fulfill the needs of each client due to vacations, holidays and other commitments. In these cases, we will make every effort to have a substitute Supervisor available.

Family Mediation & Divorce Center
Supervised Visitation Contract

Parent's Initials: _____

TRANSITIONS

In terms of transitions, special arrangements are often necessary surrounding the drop-off and pick-up of the child. Often, the parents are easily disturbed by the mere presence of the other parent, and have been prone to verbally abusive and menacing behavior towards one another. These circumstances are always disconcerting to the child and are to be avoided. Generally, the receiving parent comes first and goes to a separate meeting room. The dropping off parent then arrives and drops the child(ren) off in the waiting room with the Supervisor before leaving. The supervisor then walks the child(ren) to the meeting room where the receiving parent is. At the end of visit, the unsupervised parent returns and waits in the waiting room until the supervisor brings out the child(ren), who then leave with the unsupervised parent. After five minutes the supervised parent leaves providing ample time for the other parent to depart first with the children.

There are many variations of transitions depending on the needs of the family and the children. Each should be considered in advance and incorporated into the contract.

LOCATION AND DURATION OF VISITS

Depending on restrictions by the court, supervised visits can be held in our offices or in the community. The duration of the visits may also be determined by the courts but will be limited to 3 hours maximum due to scheduling of supervisors. If visits are to be held in the Family Care office, it is suggested that the parent bring age-appropriate games, art supplies or toys to play with during the visit. The visits in the community can occur in the home, or in a playground, park, zoo, restaurant or other appropriate venue for the children if there are no restrictions of where they can occur specified by the court. Visits cannot occur more than 15 miles from the Family Care office. If the visit is held in the community, an additional fee of \$50 per visit will be charged for travel time of the Supervisor.

FEES AND PAYMENT

There is a \$100.00 initial administration fee for setting up services to be: \$50.00 is collected from each parent/guardian, and each parent/guardian must have a credit card on file . This covers all phone calls, paperwork, and face-to-face meetings with parents and Supervised Visitation Coordinator. This is due prior to the first supervised visitation being scheduled. Payment is expected in advance by credit card on file or VENMO.

The fee for Supervised Visits is \$70 per hour. The fee for each additional supervisor that is required will be \$35.00 per hour. If the visit takes place in a location other than the Family Care office, there will be a \$30 additional charge added for travel time of the supervisor. If a visit must be changed or cancelled without at least 24-hours' notice, a cancellation fee of \$70 may be charged. If the cancellation was caused by the unsupervised parent without notice, then they will be responsible for the \$70 cancellation fee. If the visit is terminated early by the Supervisor due to inappropriate behavior of the parent, then the supervised parent will be responsible for the fees for the entire time the visit was originally scheduled for. Financial arrangements must be made in advance at the Family Care office at the time the parent being

supervised comes in to register for Supervised Visitation. Payments can be made at time of visit by Venmo or by credit card on file.

Fees for all supervised exchanges will be \$40.00 per each one side exchange.

On the following holidays: Christmas, New Years, Easter, July 4th, Father's Day, Mother's Day, and Thanksgiving fees will be at double the normal rate. Holidays will only be scheduled based on the supervisor's availability.

Records requests must be pre-paid before records are released at rate of \$25.00 for records up to 20 pages plus \$1.00 additional charge per page for each page of records released over 20 pages. There will be a \$25.00 records affidavit fee, if requested.

If any supervisor is subpoenaed to court to testify, a \$500.00 retainer must be paid within 72 hours in advance of the scheduled court time: a fee of \$100 per hour for non-licensed supervisors will be billed against that retainer; a fee of \$150 per hour for licensed supervisors 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. Refund of the retainer on cancellations will occur as follows: a full refund will be given if the supervisor is notified more than 72 hours in advance; a 50 percent refund will be provided if the supervisor is notified between 48 and 72 hours in advance; no refund will be given for anything less than 48 hours' notice.

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 be done with the custodial and non-custodial parent directly. Under no circumstances will the attorney's 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 our agency has to pursue legal methods to collect monies owed to us by any party then that party will be responsible for all court costs, attorney fees and court time required to collect said monies.

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.

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.

