

# Supervised Visitation Guidelines & Policies

ACKNOWLEDGMENT: I have been personally advised and have received a copy of these rights at the time of admission to ALTERNATIVES for Better Living.

This program service agreement template is copyright © 2017 by the Judicial Council of California, Operations and Programs Division, Center for Families, Children & the Courts, Access to Visitation Grant Program, with additional language by the agency not reviewed by the grant program. All rights reserved.

This program service agreement explains the terms and conditions of service delivery between ALTERNATIVES FOR BETTER LIVING and you as the visiting parent. This includes understanding the general role and responsibility of ALTERNATIVES FOR BETTER LIVING agency and staff working as professional providers of supervised visitation. ALTERNATIVES FOR BETTER LIVING is a professional supervised visitation agency and we provide services throughout Napa County.

Under this program service agreement, supervised visitation is defined as contact between the noncustodial party and one or more children in the presence of a neutral third person. This is consistent with Standard 5.20 of the California Standards of Judicial Administration. A professional provider means any staff paid and authorized by ALTERNATIVES FOR BETTER LIVING to perform supervised visitation services under the program service agreement.

The goal of ALTERNATIVES FOR BETTER LIVING supervised visitation program and this program service agreement is to make every reasonable effort to assure that everyone involved will have a safe visit. ALTERNATIVES FOR BETTER LIVING and staff working as professional providers of supervised visitation are required by law to ensure the safety and well-being of the parent, the child, and staff. ALTERNATIVES FOR BETTER LIVING does not provide off—site visitation services and supervised visitation services can only be provided with a court order.

It is important that these guidelines be followed, and that exceptions be negotiated prior to the child(ren) being brought to the visit.

# LEGAL RESPONSIBILITY AND OBLIGATIONS OF A PROVIDER

- 1. I understand ALTERNATIVES FOR BETTER LIVING staff are required to follow the Uniform Standards of Practice for Providers of Supervised Visitation (this is called Standard 5.20) and Family Code section 3200.5 and I have been given a copy of both of these documents.
- 2. I understand that ALTERNATIVES FOR BETTER LIVING staff must agree to adhere to and enforce the court order regarding supervised visitation.
- 3. I understand that ALTERNATIVES FOR BETTER LIVING staff must review custody and visitation orders relevant to supervised visitation.
- 4. I understand that ALTERNATIVES FOR BETTER LIVING staff must have proof of automobile insurance if transporting my child.
- 5. I understand the professional provider is required by law to have received 24 hours of training on subject areas outlined under Family Code section 3200.5(d)(1) and they must state under penalty of perjury that they have completed the required training before working on my case.
- 6. I understand the professional provider must meet certain qualifications as a professional provider and state under penalty of perjury that they meet these requirements under Family Code section 3200.5 before working on my case.
- 7. I understand the professional provider must complete criminal background and fingerprinting clearance before working on my case and I have been provided information that ALTERNATIVES FOR BETTER LIVING staff meets this requirement.
- 8. I understand the supervised visitation agency and professional provider should have adequate insurance for the nature of the work being provided by ALTERNATIVES FOR BETTER LIVING and I have been provided information that ALTERNATIVES FOR BETTER LIVING meets this requirement.

#### **GENERAL SAFETY**

- 1. I understand ALTERNATIVES FOR BETTER LIVING defines safety as being free from injury or harm and a risk as the possibility of harm or injury to the child, the provider, and others involved in the visitation process. This includes risk associated with violation of the agency rules and when the child becomes acutely distressed.
- 2. I agree and understand that as part of the safety measure there is to be no contact between me and the other parent and I must arrive and depart at the agreed upon time and location discussed with me during my orientation session with ALTERNATIVES FOR BETTER LIVING staff. This includes parking and waiting until the visitation session begins and ends at the agreed upon area discussed with me.
- 3. I agree and understand that my services may be temporarily suspended and/or terminated because of safety concerns determined by ALTERNATIVES FOR BETTER LIVING staff and that if I do not follow the safety policies and procedures this means there has been a rule violation and services may be suspended or terminated.
- 4. I agree and understand that there is to be no emotional, verbal *(including profanity)*, physical, or sexual abuse during my supervised visit and that ALTERNATIVES FOR BETTER LIVING staff is required by law to report any suspected child abuse.
- 5. I agree and understand I am not allowed to make any derogatory comments about the other parent, his/her family, caretaker, or my child's siblings during the visit.
- 6. I agree and understand I am not allowed to discuss the court case or possible future outcomes with my child during the visit.
- 7. I agree and understand that I am not allowed to use my child or ALTERNATIVES FOR BETTER LIVING staff to gather information about the other parent or to transmit documents, information, or personal possessions.
- 8. I agree and understand if ALTERNATIVES FOR BETTER LIVING staff determines that I appear under the influence of alcohol or illegal drugs, then my visit with my child will be

- cancelled and there will be no make-up visit. I further understand and agree to follow any additional rules set forth by ALTERNATIVES FOR BETTER LIVING regarding being under the influence.
- 9. I understand that weapons of any sort, including pocket knives, are not to be brought to the visitation premises.

#### **GUIDELINES DURING THE VISIT**

- 1. I agree that I will not ask the children for physical contact such as hugs, kisses and being held close. *Allow the child to initiate physical contact or touching. Most children want physical contact and will approach you for it.*
- 2. I agree and understand that ALTERNATIVES FOR BETTER LIVING staff must be within hearing and sight at all times while I am visiting with my child and all discussions between my child and me must be easy to hear to staff. Do not approach your child(ren) if you see them in the parking lot or waiting room. It is also your responsibility to stay within the range of the monitor during the visit. Do not follow children into contained play spaces such as tents or closets. Speak in an audible tone that can be heard by the monitor. DO not whisper or ask the children to keep secrets. Speak only in a language understood by the monitor. Do not use sign language or other signals unless approval has been given.
- 3. I agree that the visitation room is to be cleaned up by me and the child(ren) at the end of the visit. It is my responsibility to make sure that food is disposed of properly and all items brought to the visit taken home
- 4. I agree I will not come to the visit sick. I will call to cancel visits when I am contagious (coughing, sniffling, sore throat, fever, or vomiting). Every effort will be made to reschedule visits. Repeated cancelations will be charged.
- 5. I understand that after the visit, the monitor will let you know when to leave. After my visit I will promptly leave the premises. Do not wait in the parking lot for them to leave for one last wave. If you take a bus, promptly go to the bus stop. Please stay out of sight of the child(ren) so they may have an

- easier transition after the visit.
- 6. I agree to keep the conversation positive and focused on the here and now. *To facilitate this we ask that you do not discuss the following during the visit:* 
  - a. When the children are returning home to you.
  - b. DO NOT tell the children they will be home on a specific date or period of time.
  - c. The reasons that the children were put into placement. Consult with the monitor about what to say or not say as this guideline varies between families.
  - d. Your feelings about the court process.
  - e. Negative events and happenings in your family.
- 7. I agree to leave my cell phone in the car. Cell phones are not to be used or brought out during the visit when the children are in the room. The children cannot have phone contact with anyone that is not approved.
- 8. I agree to not bring anyone to the visit with me. All visitors must be approved prior to having contact with the children. Unauthorized persons will be asked to leave the premises during the visit. If you have someone drive you or otherwise accompany you, they must stay out of sight from the children.

#### **BRINGING GIFTS**

- 1. I agree and understand that if my court-order for supervised visitation does not include information or allow me to bring gifts then I agree that ALTERNATIVES FOR BETTER LIVING has a policy on what is an acceptable gift and what is not an acceptable gift.
- 2. I agree that toys or other items may be brought to the visit. Please present these items to the visitation monitor during check-in BEFORE the children are brought into the visit. Items that you wish to have the children take with them must be approved by either the monitor or assigned worker prior to being given to the children. Do not place notes, phone numbers or other communications into or onto toys and gifts without approval. Items must be age appropriate and follow prudent safety standards.

- 3. I agree and understand that generally the other parent is not permitted to determine my gift giving unless specified in the court order.
- 4. I understand that if I do not agree with ALTERNATIVES FOR BETTER LIVING policy on gifts then I can go back to court and request a new court order that is specific about gifts during my supervised visit.

#### **PHOTOGRAPHING**

- 1. I agree and understand that if my court-order for supervised visitation does not include information or allow me to photograph my child during my visit then I am not allowed to take any photographs when I visit with my child.
- 2. I agree and understand that photographing, audiotaping, or videotaping of my child is not allowed during my visit in cases where there are allegations of sexual abuse.
- 3. I understand that if I do not agree with ALTERNATIVES FOR BETTER LIVING policy on the use of photographing that I can go back to court and request a new court-order that is specific about photographing, audio taping, or videotaping during my supervised visit.

#### **FOOD**

- 1. I agree and understand that if my court order for supervised visitation does not include information about me bringing food during my visit that ALTERNATIVES FOR BETTER LIVING agency has policies and procedures regarding the use of food during supervised visitation.
- 2. I have been informed how ALTERNATIVES FOR BETTER LIVING staff will keep my child who has a health or medical condition and/or food allergies safe, including reactions and accidental exposures to my child.
- 3. I understand that items may be brought for the children to consume during the visit. Please bring nutritious snacks and drinks. Clear all food items with the monitor before offering to the children. Do not bring snacks for children to take home unless you have prior approval from the monitor.

4. I understand that if I do not agree with ALTERNATIVES FOR BETTER LIVING policy on food that I can go back to court and request a new court order that is specific about the use of food during my supervised visit.

## CHILDREN USING THE RESTROOM

- 1. The monitor will take care of the child(ren's) sanitary and toileting needs. If the child needs to be taken to the bathroom, you will be asked to wait in the visitation room.
- 2. I agree and understand that if my court order for supervised visitation does not include information or allow me to take my child to the restroom during my visit then I am not allowed to personally take my child to the bathroom and must follow ALTERNATIVES FOR BETTER LIVING policies and guidelines for children using the restroom during the supervised visit.
- 3. I understand that if I do not agree with ALTERNATIVES FOR BETTER LIVING policy on children using the restroom that I can go back to court and request a new court order that is specific about children using the restroom during my supervised visit.

#### **CONFIDENTIALITY**

- 1. I agree and understand that communications between ALTERNATIVES FOR BETTER LIVING staff and me is not protected by any privilege of confidentiality.
- 2. I agree and understand that ALTERNATIVES FOR BETTER LIVING should whenever possible, maintain confidentiality regarding my case except as required under Standard 5.20 section (k)(1-5).

#### SUPERVISED VISITATION REPORTS

- 1. I agree and understand that ALTERNATIVES FOR BETTER LIVING staff must keep a written record on my case, including a record of each contact and visit, any failure to comply with the terms and conditions of the visit, and any incidence of abuse as required by law.
- 2. I agree and understand that ALTERNATIVES FOR BETTER LIVING staff must produce a report about the supervised visit between my child and me. I understand that the agency has a cost for the visitation reports and I have been given a copy of the policy. I further understand that ALTERNATIVES FOR BETTER LIVING may have additional guidelines regarding the release of the supervised visitation report.
- 3. I agree and understand that there is only one report resulting from each of my scheduled supervised visits and these are not summary reports, observation notes, and/ or a summary of all the visits rolled into one report by ALTERNATIVES FOR BETTER LIVING.

I agree and understand that ALTERNATIVES FOR BETTER LIVING supervised visitation report should include facts, observations, and direct statements and not opinions or recommendations. The original report must be sent to the court if ordered, or to the requesting party (this means me or the other parent) or attorney, and copies should be sent to all parties, their attorney, and the attorney for the child.

#### CANCELLATIONS, NO SHOWS AND LATE VISITS

- 1. Be on time. When you are late, it will still be necessary for your visit to end at its scheduled time, in order to accommodate the schedules of others including the monitor and the child(ren's) care provider.
- 2. Call if you are going to be late. If you are going to be more than 20 minutes late it may be necessary to cancel the visit.
- 3. Call to cancel or reschedule visit(s) you cannot attend. Please inform us if you need to make changes as soon as you can. Every effort will be made to reschedule your visit. However this may not be possible.
- 4. When you arrive, sign in on the Visitation Log. Monitor will escort you to the visitation room. Please do not arrive more than 15 minutes before your visit. You may be asked to wait elsewhere.
- 5. If you need to ask questions or talk about something before the visit, please call or text your visit monitor and arrange a time to talk. You may be billed for discussions longer than 10 minutes. Lengthy discussions may take up time that you could spend visiting with your child(ren).
- 6. I agree and understand that ALTERNATIVES FOR BETTER LIVING defines cancellation of my visit to mean that I did not give the agency a 24-hour notice ahead of time or that I did not call the agency 24-hours ahead of time to let them know I will not be able to attend my scheduled visit.
- 7. I agree and understand that any cancellations by me without the 24-hour notice ahead of time will mean that I must still pay the fee for the scheduled visit and that my visit may be rescheduled for another time.
- 8. I agree and understand that cancellation of my visits will be documented and reported to the court.
- 9. I agree and understand that ALTERNATIVES FOR BETTER LIVING defines a no-show of my visit to mean that I did not call or give the agency any notice at all that I would not be able to attend my scheduled visit and that I did not show up for my scheduled visit.
- 10. I agree and understand that I must still pay for the no-show

- visit and that my visit may be rescheduled and my no-show will be reported to the court.
- 11. I agree and understand that ALTERNATIVES FOR BETTER LIVING defines a late visit to mean that I did not arrive for my scheduled visit at the agreed upon time.
- 12. I agree and understand that I am required to call ALTERNATIVES FOR BETTER LIVING staff and let them know if I will be late for the visit to help ensure the safety of everyone involved.
- 13. I agree and understand that if I show up late for my visit that I will still get to visit with my child until the scheduled visitation time ends.
- 14. I agree and understand I must still pay the full fee for my scheduled visit if I am late or no-show for my visit and that my late arrival time and no-show will be reported to the court as part of the scheduled supervised visitation report.
- 15. I agree and understand that the cancellations, no-show, and late visit guidelines and policies are intended to help ensure the safety of everyone involved in the supervised visitation process.
- 16. I agree and understand that ALTERNATIVES FOR BETTER LIVING agency has a cancellation and no-show policy that if I cancel my visit for more than three (3) times without the 24-hour notice ahead of time or no-show for more than two (2) of my scheduled visits, the agency will inform me in writing that my visits will either be suspended or my services will be terminated.

#### FEES FOR SERVICE

Our services are offered on a Fee for Service basis. These fees are based upon the type and level of service provided. Therefore fees may be variable. The following is a list of services which each parent may contract for. The amount of the fee for each service is specified and initiated by the parent.

- I agree and have reviewed the payment fee schedule provided by ALTERNATIVES FOR BETTER LIVING and understand that I am responsible for my visit and that if I do not agree with my fee for service then I can go back to court for a new court-order that is specific about who is required to pay for the supervised visits with my child/ren.
- I agree and understand that I will be provided with notice ahead of time and an explanation regarding any additional fees or costs for service as it relates to my supervised visit.

#### **Intake Session:**

Other (per 15 minutes)

Intake Session:	
Visiting Parent:	\$100.00
Custodial Parent:	\$50.00
<u>Visitation Sessions:</u>	\$100.00
<b>Consultation Sessions:</b>	
With Clients (per 15 minutes)	\$30.00
With Attorneys/Mediators(per 15 minutes)	\$30.00

\$30.00

# **Supervised Exchanges and Transfer Fees**

Fees for exchanges are usually shared by both parties, unless court orders other agreements state differently.

## **Supervised Exchanges:**

Transfer of children from one parent to another for supervision.

Visiting Parent: \$50.00 Custodial Parent: \$30.00

# **Reports and Correspondence:**

Reports will be done on a case by case basis. Any fees associated with reporting will be determined by ALTERNATIVES FOR BETTER LIVING.

# **No Show and Cancelations Policy:**

If it becomes necessary to cancel a session, the agency requires at least 24 hours notice in order to rearrange the assigned monitor's schedule. Sessions canceled with less than 24 hours notice may be charged the full fee.

Fees for visitation sessions are generally the responsibility of the visiting parent unless otherwise specified in written agreement or court order.

**Subpoena Fee:** \$100.00 per Subpoena per hour.

#### **TERMINATIONS OF SERVICES**

- 1. I agree and understand that ALTERNATIVES FOR BETTER LIVING defines termination of my services with ALTERNATIVES FOR BETTER LIVING as visits will not be provided to you based on the reasons for termination of services and you will need to reapply for supervised visitation services and attend another orientation session prior to beginning services again.
- 2. I understand that the following are grounds for ALTERNATIVES FOR BETTER LIVING to terminate my visit with my child and ALTERNATIVES FOR BETTER LIVING include:
  - a. My failure to follow the terms and conditions of the visit as agreed upon by me.
  - b. If I do not follow ALTERNATIVES FOR BETTER LIVING rules and guidelines –this is a rule violation.
  - c. Any incidence of abuse and ALTERNATIVES FOR BETTER LIVING staff is required by law to report suspected child abuse to the appropriate agency.
  - d. If I spank, hit, or threaten my child, the other parent, or the staff at ALTERNATIVES FOR BETTER LIVING agency.
  - e. If ALTERNATIVES FOR BETTER LIVING staff determines that, the safety of my child or staff is placed at risk of harm or injury.
  - f. If ALTERNATIVES FOR BETTER LIVING staff determines they cannot make every reasonable effort to assure the safety and welfare of the child and adults during the visitation.
  - g. If ALTERNATIVES FOR BETTER LIVING staff determines that the child has become "acutely distressed" The agency defines "acutely distressed" as the child demonstrating significant, observable signs of emotional agitation or pain that does not subside when attempts are made to console the child or the child is allowed to take a break from the situation by temporarily interrupting the visitation. Signs of

- "significant distress" are described to include uncontrollable crying, extreme nervousness and trembling, extended periods of destructive behavior such as hitting and throwing things, increased stress signs such as irritability, sadness, panic, anger, anxiety or varied forms of self-harm by the child.
- 3. I agree and understand that if ALTERNATIVES FOR BETTER LIVING staff determines to suspend or terminate my visit with my child or supervised visitation services with Shasta Treatment Center, then ALTERNATIVES FOR BETTER Livings required to state the reason for suspending or terminating supervised visitation and to put these reasons in writing and provide me, the other parent, attorney/s, attorney for the child, with a copy regarding the suspension and/or termination of services.
- 4. I understand suspension of the visit to mean that ALTERNATIVES FOR BETTER LIVING staff will delay my visit or put a temporary hold on whether I can or cannot visit with my child regarding future scheduled visits.
- 5. I understand that if my services are suspended or if I obtain a new court order for services, then I must complete a re-orientation with ALTERNATIVES FOR BETTER LIVING for program services.

# VISITATION GUIDELINES FOR CUSTODIAL PARENT / CARE PROVIDER

- 1. Be on time. It is important that visits begin on time. Please note that when a visit begins late because the child has not arrived on time, the parent is entitled to have the missed time made up.
- 2. If the custodial parent is more than 15 minutes late to the scheduled visit they will incur a fee to cover half the cost of the visit.
- 3. If the custodial parent is late for two visits, on the third late visit they will then incur a charge to be determined by ALTERNATIVES FOR BETTER LIVING.
- 4. Call if you are going to be late. The parent/family often become anxious about seeing their child(ren). Many of them look forward to this brief time to be with their child(ren). If we can tell them that the child(ren) are on their way this allows them to relax and wait patiently. Knowing when the visit will actually start also allows us to adjust the visits and monitors to accommodate the visit starting late. You may be charged for the time.
- 5. Call in a timely manner if the child(ren) are not going to be able to make a visit (due to appointments, illness, etc). Visits that are cancelled by the agency or care provider may need to be rescheduled during the same week in order to accommodate the court order. Please be flexible and cooperative with arranging alternate visit time. Remember visits are court mandated and cannot be put aside for reasons of convenience. Call the agency to discuss options when conflicts arise. Missed visits have to be explained in court.
- 6. When you arrive, check with the visit monitor and sign the Visitation Log. Please do not bring the child(ren) more than 10-15 minutes early to a visit. Stay with the children until a monitor takes the child(ren) to the visit.
- 7. Unless invited to do so, do not approach the visiting parent or engage them in conversation. It is best that such contacts are arranged and monitored.
- 8. Please see that the child(ren's) toileting needs have been taken

- care of before the visit begins. If a child is in diapers, please leave a diaper bag with the necessary items with the child. Provide a change of clothing if a child(ren) might have an accident during the visit.
- 9. Monitor the child(ren) until the visit monitor takes them for the visit.
- 10. Please let us know if the child(ren) are sick. Please call to cancel visits when the child(ren) is/are contagious (coughing, sniffling, sore throat, fever, or vomiting).
- 11. Return on time to pick up the child(ren) at the end of the visit.
- 12. Do not make negative or critical comments regarding the child(ren's) family where the child(ren) can hear them. Share your concerns with the agency in a private setting.
- 13. Parents are allowed to give the child(ren) snacks, and in some cases a meal. If you have strong feelings about what the child(ren) can eat, please be specific on the information sheet so the monitor will know how to direct the parent around food issues.
- 14. Toys and other items may be brought by the visitor for use during the visit. These items will be shown to you before the child(ren) take them home. The item is the child(ren's) and cannot be taken away without an appropriate reason. If the object is not suitable for child(ren) or for your home, discuss options with the agency.
- 15. It is your responsibility to provide transportation for the child(ren). Every effort will be made to accommodate the family's needs in regards to time and date of session.