

# Bay Area Supervised Visitation

## AGREEMENT FOR SERVICES

PRIVATE PROFESSIONAL CHILD VISITATION PROVIDER

Off-site & Exchanges-Only Provider Visitations

[bayareasupervisedvisitation@gmail.com](mailto:bayareasupervisedvisitation@gmail.com)

(925) 594-1274

It is agreed that each PARENT/GUARDIAN and the Professional Provider (Provider) make every effort to ensure child(ren) and Visiting parent have a safe and enjoyable visit. California Rules of Court 5.20 apply to the Custodial and Non-custodial parent; both parents are expected to follow any additional rules stated by the Provider or the Court (L13).

Name: \_\_\_\_\_ Circle one: Non-Custodial Parent/NCP or Custodial Parent/CP

Case #: \_\_\_\_\_

Contact numbers: #1 \_\_\_\_\_ #2 \_\_\_\_\_

Address: \_\_\_\_\_

Name of minor child(ren) & dates of birth:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Emergency contact person/relationship: \_\_\_\_\_

Contact numbers: #1 \_\_\_\_\_ #2 \_\_\_\_\_

## I AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

### I. Scheduling

A. Hours of visitation per Visitation Order: am/pm \_\_\_\_\_

B. Frequency and duration of visits are subject to Court Order, Stipulation Agreement or Minute Order which is/are: \_\_\_\_\_

C. As the CP/NCP, I will arrive and depart from the specified location precisely at the prearranged times. Repeated lateness will result in services being terminated.

### Service Fees:

A. I agree to make payment in full for each visitation before the visit begins. I understand that no payments are refundable. All fees for services must be **paid in full, in-cash OR VENMO @Juliealonso**

prior to each visit. No visit will begin until full payment in cash is received by the Provider. Any failure to comply with this protocol will result in the immediate termination of the current visit.

There are no refunds, no exceptions.

**B. Intake application/screening fee** (one-time): \$45.00

**C. Supervised visitation** (per hour, minimum two hours/visit): \$100.00

**D. Supervised visitation: Holiday Premium Rate** (2x Supervised Visitation rate per hour, minimum two hours/visit): \$400

**E. Travel trip fee:** Provider-required travel to visit site more than a five-mile radius outside original visitation destination (per occurrence/direction): \$20.00

**F. Court appearance or deposition fee:** If Provider is subpoenaed by me or my attorney and is required to appear in court or deposition (per day, due in cash prior to appearance): \$500.00

**G. Late visitation fee for drop off/Pick up visitation or exchanges:** Call to Provider is required. To ensure the safety of the child and all parties involved, a late fee will be charged if either party is late to a scheduled visit or exchange. There is a 5 minute grace period of your arrival time. After the 5 minute grace period they will be charged \$2/minute. The party who arrives late will be charged. Late fees must be **paid in full at the time of the Visitation/exchange** or within 48 hours following the exchange session. Failure to pay the late fees or excessive tardiness is grounds for termination of services.

**H: Visit cancellation fee:** A minimum 24 hours' notice prior to visit must be made via phone call to the Provider to cancel without assessing a Visit Cancellation Fee. If a call is made less than 24 hours prior to visit, a Visit Cancellation Fee will be charged to the responsible party. Visit cancellation fee is equivalent to that day's scheduled visitation hours x supervised visitation per hour rate, due prior to next scheduled visit.

**I. Holiday visit cancellation fee:** Cancellations made less than one week prior to scheduled visit. Holiday visit cancellation fee is equivalent to that day's scheduled visitation hours x Supervised Visitation: Holiday Premium per hour rate.

1. **Holidays include:** Easter, Mother's Day, Father's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day-after-Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's Day.

**J. Reports:** Completed upon verbal or written request by Parent or Attorney. Requesting party is responsible for payment. Reports will not be processed until payment is received. Reports will be issued within 7-10 days upon receipt of payment.

1. Summary report includes a list of visitation dates, times with a brief summary of visit. (per report): \$50.00

## **TERMINATION OF VISIT**

Bay Area Supervised Visitation has the right to terminate visits and suspend or cease future services for any reason deemed necessary, including but not limited to: The abuse of a child as defined by reasonable behavior standards or state law. Should ongoing contact appear too stressful or traumatic for the child (children). Any party harasses or threatens the Visit Supervisor or any other person. Any party willfully fails to comply with the rules of this contract. Unexpected additional visitors without prior notice or clearance from custodial parent & Visitation Supervisor. Parties suspected of being under the

influence of alcohol or drugs will be reported and visitation will be terminated. The designated payee has failed to pay for services prior to the start of the visit as defined by our payment agreement.

### **III. SUPERVISED VISITATION RULES FOR PARENTS: As per the Uniform Standards of Court 5.20, Family Code 3200.5**

#### **Delineation of terms and conditions**

The Provider bears the sole responsibility for enforcement of all the terms and conditions of any supervised visitation. Unless otherwise ordered by the court, the provider should implement the following terms and conditions:

#### **A. Non-custodial parent guidelines:**

1. Provider conditions are to ensure the safety and welfare of the child.
2. Enforce the frequency and duration of the visits as ordered by the court.
3. Ensure that all contact with the child is always within Provider's hearing and sight, and that discussions are audible to the Provider.
4. No derogatory comments about the other parent, his or her family, caretaker, child, or child's siblings.
5. No discussion of the court case or possible future outcomes.
6. The provider or child will not be used to gather information about the other party or caretaker or to transmit documents, information, or personal possessions.
7. No spanking, hitting, or threatening the child.
8. No visits to occur while the visiting party appears to be under the influence of alcohol or illegal drugs.
9. No emotional, verbal, physical, or sexual abuse.
10. No contact between the custodial and noncustodial parents unless ordered by the court.
11. Ensure that the parties follow any additional rules stated by the provider or the court.
12. Cell phone use during visits usage is only permitted in the event of an emergency.
13. No smoking of any kind (including but not limited to tobacco, marijuana, e-cigarettes, or vaping devices) is allowed.
14. No other person(s) is allowed at the visitation unless permitted by the court order or previously arranged and consented by both parents. No exceptions.

**IV. VISITATION PROCEDURES:** These procedures must be followed, and both parents must comply with Provider's protocols and instructions. Any failure to comply will result in the immediate termination of the visit. The parent responsible for full payment of said visit will still have to pay for the visit in cash, no refunds, no exceptions.

#### **A. Arrivals and Departures**

1. Provider will always be present during the visit.
2. The CP is required to arrive (5) minutes prior to the start of the scheduled exchange and must

return five (5) minutes prior the end of the scheduled exchange. Please park a few blocks away and wait for the Monitor to text/call you for pick up. The CP and/or designated person will be required to leave the area immediately upon dropping off the child or children and picking up the child or children.

3. The NCP will arrive at the exact hour of the scheduled exchange and will Please park a few blocks away and wait for the Monitor to text/call you to come to the visit location or scheduled exchange.

4. If the NCP fails to arrive within 15 minutes of their designated time of arrival (and negates to call and let the monitor know that he/she is going to be late; will result in cancellation of the visit. The parent responsible for paying will still be liable for payment in full of the visit; no refunds, no exceptions.

#### **B. Activity Fees**

1. Visits and/or activities where parking and/or entrance fees are required will be paid for by the Visiting parent on behalf of the Provider. Providers take care of their own meals except in cases where a visit activity takes place and purchasing meal is required (i.e. Benihana, etc.), the meal will be paid by the visiting parent on behalf of the Provider.

#### **C. Drug and Alcohol Use**

1. The NCP, CP, and/or designated person(s) are not permitted to use any drug substance or alcohol 24 hours prior to the scheduled visit. If either parent or designated person appears to be under the influence of any substance as determined by Provider, the visit will immediately be terminated. Payment for the scheduled visit by the parent responsible for payment is still required. No refunds, no exceptions.

**D. Weapons:** No weapons or usage of weapons of any kind are permitted on the visit, no exceptions. Any usage or possession of weapons or anything that can be used as a weapon will result in the immediate termination of the visit. Payment for the scheduled visit by the parent responsible for payment is still required. No refunds, no exceptions.

**E. Inappropriate Behavior:** The following is not allowed and will not be tolerated under any circumstances.

1. Inappropriate or uncomfortable touching of the child or children's body is prohibited as deemed by Provider, child, or children.

2. Inappropriate or uncomfortable demands for physical contact with the child, children, or monitor as deemed by Provider, child, or children.

3. Use of any foul, profane, or inappropriate language.

4. Inappropriate questions or comments about the other parent to the child, children, or Provider.

5. Disrespectful comments or derogatory verbiage allowed toward or about the other parent to or through the child or children or to Provider.

6. Threats of violence, physical, or verbal abuse to anyone.

7. Attempts to remove child or children out of visual or audible range of the Provider or away from the visitation site.

8. Attempts to whisper to the child or children or commence in inaudible commentary out of the hearing range of Provider.

9. The NCP and/or CP and/or designated person must avoid each other completely, unless

otherwise permitted by the court order or monitor(s).

10. No significant other or spouse of either parent or designated person is allowed at the visitation or visitation site unless permitted by the court order. No exceptions.

11. Sharing details of court information or documents with the child/children. Making promises regarding future living arrangements, time sharing or visitation modifications. Visitation discussions with the child/children should focus on positive subjects dealing only with the child's present circumstances

#### **F. Written, Verbal, and Non-Verbal Communication**

1. There will be no messages (verbal, written, or otherwise) permitted on the part of the NCP or CP in any manner. Parents or designated persons are not allowed to question the child or Provider about the other parent, their lives, their personal business, or whereabouts.

2. The NCP, CP, or designated person(s) are not allowed to ask about the other parent's relationships with other persons, make promises to the child or children, pertaining to custodial issues or documentation, nor share any court documents, rulings, or correspondence with the child or children; under any circumstances. Failure to comply will result in the immediate termination of the visit. All payment in full will still be required by the parent required to pay for the visit, no exceptions, or refunds.

3. All parties participating in the visitation (Non-Custodial Parent, Custodial Parent, and designated person(s)) must speak English during the visit.

#### **G. Medical Needs of Child/Children**

1. All medical necessities, treatments, or medications during visitation are required to be exchanged with Provider at the beginning of the visit. The NCP and CP are solely responsible for handling the needs of the child or children. This includes but is not limited to respiratory treatments and/or dietary needs.

a. Please indicate medical needs \_\_\_\_\_

2. If the child or children require administration of medication during visits, the CP or designated person is required to submit written consent giving the visiting parent permission to administer the medication. Only prescription medication will be accepted in a pre-measured dose.

**H. Appearance of Child/Children:** No changes by the NCP to the child or children's appearance are permitted. This includes but is not limited to hair color, haircut, clothing, shoes, jewelry, permanent or temporary tattoos, or body or ear piercing.

#### **Gifts, Food, Photos**

1. Any gifts given to the child or children by the NCP or designated person must be viewed by the provider prior to being given. Gift bags are recommended to ensure the ease of this.

2. If the CP has decided that the child or children are not allowed to have certain foods and/or beverages, or has a food allergy, the NCP must comply. Failure to comply will result in the immediate termination of the visit.

3. Photographs may be taken during visits, unless not permitted by Court order

4. Audio and or visual recording is not permitted.

#### **J. Written Reports**

1. All reports and notes will be unbiased and not show favor to either the NCP or CP. Provider will not nor be obligated to make changes to notes, even if either parent or designated person requests

it.

2. Any type of written reports or documentation requested by the NCP, CP, or designated person will require full payment in cash is due at the time of request.
3. The NCP and CP may request a copy of the report as well as all other parties.

#### **K. Confidentiality**

1. There will be no privilege of confidentiality between the NCP, CP, the designated person, and Provider. This includes but is not limited to any communication (written, observed, or heard) between Provider and NCP and/or CP, NCP and/or CP and child or children, Provider and children, or any other form of communication with other parties during the supervised visit and/or exchange.
2. The observation notes, heard comments, spoken information or any other information will be shared when:
  - a. When it is requested by the court mediator, court investigator, judge, or evaluator in conjunction with a court ordered mediation, investigation, or evolution.
  - b. As required by Child Protective Services.
  - c. As required by a law enforcement agency.
  - d. When a report is requested by either party or their attorney.
  - e. A case file is be reviewed during an evaluation by the evaluator or attorney.

**Disclaimer:** Provider reserves the right to refuse access, cancel, or terminate a visit or all services if the NCP/CP violates the Agreement for Service, or if Provider feels threatened, or if he/she feels that it is not in the best interest of the child or children to continue (or accept) the CP/NCP's case. All cancellations are subject to fees for payment of the scheduled visit in full and a new visit will not be rescheduled until payment in full has been made.

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

Signature of **Non-Custodial Parent** Date

Print Name of **Non-Custodial Parent** Date

Signature of **Custodial Parent** Date

Print Name of **Custodial Parent** Date

Signature of **Professional Provider** Date

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Date copy of Agreement given to **Non-Custodial parent**

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\*\*\*\*\* **1<sup>st</sup> Visitation Date:** \_\_\_\_\_ **Visitation**

**Time:**