

## Rules and Guidelines for Supervised Visitation Unit

*Please note:*

*The Visiting Parent initials each policy on all pages.*

*The Custodial Parent initials each policy beginning on page three.*

### **Visiting Parent:**

Please read and initial each item.

1. \_\_\_ I will not use drugs or alcohol before or during visits with my child(ren). I understand that my visit may be terminated if there is a suspicion by THE CHILDREN'S ADVOCATE'S staff that I have been using these substances.
2. \_\_\_ I will not bring another person to a visit unless it has been previously agreed upon with THE CHILDREN'S ADVOCATE, LLC (Prior to the visit, please request that any additional visitors be added to your "Approved Visitors" list)
3. \_\_\_ I will not bring weapons or articles that could be used as weapons to a visit. If visitation occurs in my home, I will ensure that any weapons are locked in appropriate storage.
4. \_\_\_ I will not follow or harass another party before, during, or after a visit.
5. \_\_\_ I will not speak negatively about the child(ren)'s custodial, live-in, step or foster parent during a visit.
6. \_\_\_ I will not talk about adult issues (such as child support, court proceedings, or ongoing social services/criminal investigations) with the child(ren).
7. \_\_\_ I will not make promises to the child(ren) about unsupervised visits or future living arrangements.
8. \_\_\_ I will not question the child(ren) about the custodial, live-in, step or foster parent's whereabouts or activities.
9. \_\_\_ I will not use the child(ren) to send written or verbal correspondence to the custodial, live in, step, or foster parent.

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10. \_\_\_ I understand that the child(ren) must remain visible to supervisor.
11. \_\_\_ I will not attempt to hide my conversation with the child(ren) by whispering, writing notes, or speaking in any language other than English. Conversation must be audible to supervisor.
12. \_\_\_ I will not use or threaten to use physical discipline with the child(ren) during visits.
13. \_\_\_ I will not deny or argue in response to my child(ren)'s reference to abuse allegations.
14. \_\_\_ I will not physically examine the child(ren) during a visit for evidence of abuse.
15. \_\_\_ I understand that I am responsible for my child(ren)'s behavior during a visit. If I am unable to control my child(ren), supervisor has the authority to end a visit.
16. \_\_\_ I will not audio or videotape my child(ren) during a visit unless approval is given by THE CHILDREN ADVOCATE'S staff. (In most instances, there is no restriction on videotaping the children)
17. \_\_\_ I will follow the suggestions of supervisor while visiting the child(ren).
18. \_\_\_ I will adhere to all conditions of any current court order during a visit.
19. \_\_\_ I will not smoke cigarettes in the child(ren)'s presence during a visit.
20. \_\_\_ I understand that all activities during a visit must be age-appropriate for the child(ren).
21. \_\_\_ I understand that my child(ren) must wear protective gear (such as a helmet) while engaging in wheeled activities (such as skateboarding or bike riding) during a visit, and it is my responsibility to ensure they abide. I understand that there are some activities the children will not be able to participate in during a supervised visit, such as horseback riding, ATV riding, motor biking, hunting, rafting, boating, strenuous hiking, etc. and that those activities will have to wait for an unsupervised setting.

**Custodial AND Visiting Parent:**

*Please read and initial each item.*

22. \_\_\_ I understand all the fees associated with supervised visitation in accordance with THE CHILDREN'S ADVOCATE, LLC price sheet/webpage. This includes (but is not limited to) the following: a two hour visit minimum and travel costs per visit, extra travel if visits are outside their usual area, fees associated with affidavits and court appearances, administrative fees assessed when credit cards decline, etc. will accrue. Please review THE CHILDREN'S ADVOCATE, LLC price sheet/webpage for a full list of our services and the associated fees.
23. \_\_\_ I understand that THE CHILDREN'S ADVOCATE, LLC's staff is responsible for purchasing their own food and beverage. However, additional expenses associated with the visit, such as tickets, admission and parking fees are entirely the client's responsibility.
24. \_\_\_ I understand that scheduling is done 72 hours prior to a visit, and payment is expected in advance to hold the day and time I have requested. It is my responsibility to make sure I have the funds to cover the visit at the time of booking (or that I am responsible for). A confirmation will be sent with you after payment and a reminder of visit the day before. If visit is cancelled 48 hours before visit, you are able to reschedule visit. All visits cancelled within 24 hours of the booked date are nontransferable and nonrefundable.
25. \_\_\_ I understand that THE CHILDREN'S ADVOCATE, LLC staff cannot accept gifts from clients.
26. \_\_\_ I agree to arrive at the visitation site at the specified time of arrival, and to leave promptly when the visitation ends (unless the visit is at my home).
27. \_\_\_ I understand that the custodial parent will be assessed a fee of \$4.00 per minute for failing to pick up the child(ren) at the scheduled time.
28. \_\_\_ I understand that if a visit begins late because the Custodial Parent did not arrive at the scheduled time, the visit will still conclude at the scheduled time. Resolution of this matter is between the parents and their lawyers and will not be negotiated by THE CHILDREN'S ADVOCATE. If the Visiting Parent is late, THE CHILDREN'S ADVOCATE supervisor will wait at the visitation site for thirty (30) minutes. The parent is expected to leave a message on THE CHILDREN'S ADVOCATE voicemail (678-829-2355) if he/she is running late. THE CHILDREN'S ADVOCATE supervisor will check the voicemail before leaving the visitation site. If the Supervisor is late, he or she will offer to extend the visit to make up the time.

29. \_\_\_ I understand that custodial and non-custodial parents are expected to notify THE CHILDREN'S ADVOCATE, LLC at least 48 hours in advance if they cannot keep a scheduled visit. Refunds/credits will not be issued if proper notice is not given.
30. \_\_\_ I understand that all parties must be properly restrained with seat belts or car seats (for children under four years old) while in vehicles.
31. \_\_\_ I understand that any adult transporting the child(ren) must have a valid driver's license and insurance.
32. \_\_\_ I understand that THE CHILDREN'S ADVOCATE, LLC staff is authorized to cancel a visit when deemed necessary.
33. \_\_\_ I understand that THE CHILDREN'S ADVOCATE, LLC staff will prepare Observation Reports if requested by the custodial or non-custodial parent. These reports are optional and cost \$50 (or one hour) per visit (not per report) for visits 3 hours or less. For visits four hours or more, the reports are billed \$78 per hour. If a parent want a report, he or she must request it prior to the outset of the visit. THE CHILDREN'S ADVOCATE, LLC will not accept requests for reports after the visit has begun. Likewise, if a parent requests a report prior to a visit, it will be generated even if that parent changes his or her mind. If generated, both parents will receive the reports via email. If a Guardian ad litem has been appointed, a copy will be sent to him or her at no extra charge. Either parent may choose to have additional copies forwarded to professional third parties, such as therapists. There is no charge for the first third-party request. However, there will be a \$10 fee for each additional "third-party" request.
34. \_\_\_ I understand that information gathered by THE CHILDREN'S ADVOCATE staff will be kept confidential with the following exceptions: Observation Reports as mentioned above, when affidavits are requested by either parent, when the bank requests information regarding a dispute a client has filed, when THE CHILDREN'S ADVOCATE, LLC staff deems a parent or child a danger to self or others, and as requested by the court (including the Guardian ad litem).
35. \_\_\_ I understand I am not to contact a Supervisor (except Dr. Arkeria Wright, CEO) unless necessary, and only on the day of the visit. (Reasons to contact the Supervisor: because a parent is running late for a visit, because a parent realizes a child left something in the supervisor's car, etc. Reasons to contact Dr. Wright instead of a Supervisor: to discuss an Observation Report, to arrange a future visit, to discuss the case, etc.)
36. \_\_\_ I understand that THE CHILDREN'S ADVOCATE, LLC does not conduct evaluations on its clients; nor does it make recommendations regarding future visitations.
37. \_\_\_ I understand that THE CHILDREN'S ADVOCATE, LLC does not negotiate conditions of visitation in which the parents disagree. Unless a request violates this Policy Agreement, THE

CHILDREN'S ADVOCATE, LLC will defer to the Custodial parent. Further resolution of the disagreement must be negotiated by the parents and/or their attorneys, and THE CHILDREN'S ADVOCATE, LLC will not mediate. No exceptions.

38. \_\_\_ I agree to hold harmless Dr. Arkeria Wright, employees, and private contractors of THE CHILDREN'S ADVOCATE, LLC from any and all liability arising out of accident or personal injury to the child(ren), either parent, or other parties during supervised visitation. THE CHILDREN'S ADVOCATE, LLC staff will make reasonable efforts to notify the proper authorities in case of an emergency; however, I acknowledge and agree that THE CHILDREN'S ADVOCATE, LLC staff will be strictly limited to notifying law enforcement and/or medical personnel as deemed necessary.

39. \_\_\_ I understand that if/when the THE CHILDREN'S ADVOCATE, LLC supervisor transports child(ren) to the visiting parent, the visitation time begins when the supervisor picks up the child(ren), and ends when the supervisor returns the child(ren) to the custodial parent.

40. \_\_\_ I understand that THE CHILDREN'S ADVOCATE, LLC. may discontinue supervising my visits if I violate any of their policies, create a hardship, behave manipulatively or become verbally aggressive with THE CHILDREN'S ADVOCATE, LLC staff and/or MINOR. THE CHILDREN'S ADVOCATE, LLC. has a zero-tolerance policy for "game playing" and will not engage in it.

41. \_\_\_ I understand that THE CHILDREN'S ADVOCATE, LLC's goal is for children to have a good time and establish or maintain meaningful relationships with their visiting/non-custodial parent while ensuring that these policies are adhered to.

42. \_\_\_ We ask that once under contract, communication about supervisions are left to TCA to communicate between the two parents.

43. \_\_\_ I have received a copy of this policy agreement or have made my own copy prior to submitting. The following section is designated for additional policies that are specific to a particular family. If additional policies are required, a THE CHILDREN'S ADVOCATE, LLC. representative will compose them. If additional policies are not required, a line should be drawn through this section. Additional policies may not be enforced if they conflict with current or future court orders, or if a THE CHILDREN'S ADVOCATE, LLC. representative does not compose and agree to them.

44.

45.

**Signature Page:**

Parent's name: Please PRINT: \_\_\_\_\_

Parent's signature \_\_\_\_\_ Date \_\_\_\_\_

Visiting Parent's name: Please PRINT: \_\_\_\_\_

Visiting Parent's signature \_\_\_\_\_ Date \_\_\_\_\_

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I affirm that I understand each parties' responsibilities and rights during supervised visitations. I agree to remain unbiased and committed to the process of providing a safe and nurturing environment for child(ren) supervised in accordance to The Children's Advocates policies and/or court order (in addition to parental plan).

Supervising/Visiting Grandparent: Please Print \_\_\_\_\_

Supervising/Visiting Grandparent: Signature \_\_\_\_\_ Date \_\_\_\_\_

**Rules and Guidelines for Supervised Visitation Unit (Addendum)**

46. \_\_\_\_\_ I understand that The Children's Advocate uses virtual platforms, preferably (Zoom Meetings: Business) which supports the functionality of a supervised visitation monitor being able to engage necessary security features to conduct remote supervised visitation services for both supervised phone calls and video calls. With use of the virtual platforms, all calls are fully monitored by the supervisor and recorded. All recordings are made available to clients as well as their attorneys. Recordings are deleted from TCA's permanent records folder within 7-10 business days of recorded call.

47. \_\_\_\_\_ I understand that all supervised phone calls and video calls are considered confidential and should be held in private locations. Guests are not allowed to join the calls at any time unless prior arrangements have been made with TCA. Supervisors have the ability to separate or remove callers into virtual breakout/waiting rooms when there are occurrences of inappropriate speech, disruptions, or activity/interference in client's surroundings. Supervisors are required to end calls when any of the terms are not followed regarding supervisions of any kind (See items 1-45 of Agreement). Same day cancellations of calls are nonrefundable/nontransferable and requires repayment from person to cancel in order to reschedule.

48. \_\_\_\_\_ I have received a copy of the TCA COVID-19/AIRBORNE DISEASE SAFETY PROCEDURES.

49. \_\_\_\_\_ I thoroughly understand the TCA COVID-19/AIRBORNE DISEASE SAFETY PROCEDURES and commit to following all safety procedures listed in order to maintain services with The Children's Advocate and all affiliations. I understand that the visit is subject to immediate cancellation if safety procedures are violated or supervisor deems a cancellation is appropriate in response to his/her safety and/or the safety of the children. Children shall remain with supervisor only, until custodial parent arrives. Noncustodial will be required to live the visit site immediately after cancellation. All accommodation requests regarding the safety precautions will be discussed prior to the visit and will be taken under consideration. I understand that same-day and on-site cancellations are nonrefundable and nontransferable.

50. \_\_\_\_\_ I understand that all required documentation should be current (not excluding drug/alcohol testing, psychological evaluations, etc.), within 30 days of requested service.

51. \_\_\_\_\_ Client Responsible for Service Payments Only: I have received the TCA Service Contract and Invoice via email, reviewed, submitted invoice payment, and returned with signatures to The Children's. I understand that these steps begin contracted dates and binds all terms within this agreement.

*Signature Page (Addendum)*

**Custodial Parent/Physical Custody**

Please PRINT: \_\_\_\_\_

Parent's Signature \_\_\_\_\_

Date \_\_\_\_\_

**Non-Custodial/Visiting Parent**

Please PRINT: \_\_\_\_\_

Visiting Parent's Signature \_\_\_\_\_

Date \_\_\_\_\_

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The Children's Advocate  
[www.thechildrensadvocate.com](http://www.thechildrensadvocate.com)  
678-829-2355