

Date _____ Custodial _____ Visiting _____ Guardian / Other _____

Interview for Supervised Visitation or Monitored Exchange

The State of California requires a thorough interview process. This includes a gathering of information to determine safety risks and needs. You will need to provide a copy of your Driver's License or photo ID, copies of all Court documents relating to case (divorce, custody, supervised visitation order, protective order, etc.), a report of written records relating to Domestic Violence (DV), a report of allegations of abuse or substantiated abuse, a report of the child/ren's health and any special needs. Information received during Supervised Visitation or Monitored Exchange services are not confidential. Monitors are required to submit a report to the Court and copy all parties involved.

If there has been DV or abuse, it is important to establish a parenting plan with your attorney and have it approved by the Court. This will establish custody, visiting times and responsibilities of each Parent.

Family Law Case Number _____ Next Court Date _____

_____ Supervised Visitation _____ Monitored Exchange and/or _____ Child Transportation

Can you receive services in English? _____ yes _____ no

Your Name: _____

Address: _____ City, State, Zip: _____

Home Phone: _____ Work Phone: _____

Email: _____

Occupation / Workplace: _____

Driver's License State and Number: _____
(A copy of your photo ID will be required.)

Vehicle Information: Make: _____ Model: _____ Year: _____

Car License Plate Number: _____ Car Color: _____

Other Parent Name: _____

Children

Name	M/F/N	DOB	School	Medical Issues
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In case of emergency / alternative designee that your Monitor has permission to contact and/or release child/ren to. This person must be allowed via Court order or must NOT be listed as a person who must stay away from the child/ren.

Name: _____ Relation: _____

Phone: _____ Alternate Phone: _____

Other Instructions: _____

Are you represented by an attorney? ___ yes ___ no

Attorney Name, E-Mail, & Phone for:

Please also provide an attorney business card if you have one.

Custodial:

Visiting:

Child/ren ("Minor's Counsel"):

If applicable, CPS or DCFS Social Worker Name, E-Mail & Phone:

General Questions:

1) Have you or the other parent ever said there is a concern about family violence?

Y N Not Sure Describe: _____

2) Has a request for a protective (restraining) order be filed by either Parent against the other Parent in the past five years? Y N Not Sure

3) Is there a current protective (restraining) order?

Y N Not Sure Describe: _____

If yes, does the restrained Parent own weapons? Y N Not Sure

Describe: _____

4) Do you have any concerns about the safety of the child/ren?

Y N Not Sure Describe: _____

5) Do you have any concerns about your safety when you are around the other parent?

Y N Not Sure Describe: _____

6) Do you have any concerns about substance use (drugs, alcohol or prescription) by the other parent?

Y N Not Sure Describe: _____

7) Are there any mental health issues impacting the other parent or child/ren?

Y N Not Sure Describe: _____

8) Is there a written report of suspected or substantiated abuse by the other parent?

Y N Not Sure Describe: _____

9) Do you or your child/ren have any health issues your Monitor should know about?

Y N Not Sure Describe: _____

If yes, how can we help keep you and your child safe?

Describe: _____

10) What is your understanding of the need for SV or ME? Describe: _____

11) When is the last time you and your children were together? Describe: _____

Use this space for any additional information you would like to share:

Signed _____ Date _____

For office use:

Intake by _____ Date _____

Consumer Name: _____ Family Number _____

_____ Custodial _____ Visiting

SUPERVISED VISITATION GUIDELINES

Each parent is responsible for following the guidelines as stated.

1. The Custodial parent will arrive ten (10) minutes prior to the start of the scheduled exchange and return ten (10) minutes after visit end time unless contacted by Monitor to arrive earlier. If a parent or designee is late, he/she will pay \$2.00 for every minute. Please arrive on time.
2. The Custodial parent will be available during visit for early child/ren pick up should visit be terminated.
3. Custodial parent and/or drop off person must leave the area immediately upon dropping child/ren off with Monitor. No loitering and/or waiting.
4. The Visiting parent will arrive at the exact time of the scheduled visit and will leave exactly at scheduled end of visit. If visit is terminated due to non-compliance of guidelines, safety concerns or child distress, Visiting Parent will leave at that time.
5. If you are unable to bring the child/ren or attend the visit, it is your responsibility to notify the Monitor and the other Parent. If Parents do not have access to each other's telephone numbers, Talking Parent, and/or other method of communication, the Monitor will confirm cancellations. Both parents must confirm mutually agreed upon cancellations with the Monitor. If notice is less than 48 hours before the visits, *the cancelling Parent* is responsible for paying the full fee.
6. For Saturday or Sunday visits, you must call by Thursday at 5:00 pm to cancel. When visits fall on a holiday, cancellation must be made no later than one week prior to the visit. If holiday cancellations are made less than one week in advance, cancelling Parent is responsible for paying the full fee.
7. If a visit is cancelled with less than 48 hours, or if Parent no-shows, that parent will be responsible for payment, due immediately.
8. Late arrival. You must call to tell the Monitor that you are running late.
9. If the Visiting Parent is more than 15 minutes (not 15 and a half, not sixteen minutes), the visit will be cancelled, and the Visiting Parent will be responsible for fees.

10. Recurring cancellations or No-shows will be subject to termination of services by Monitor.
11. Monitors do not negotiate rescheduling or making up lost time due to a late or absent Custodial parent. If Parents are cooperative and Monitor has availability, a visit may be rescheduled. This is an issue that will be documented on Visit Notes. You can bring this issue up to your attorney and/or in Court, if you so choose.
12. Parents and/or designees will avoid each other completely during child/ren drop off/pick up. The Monitor cannot know or anticipate the emotional undercurrent that is present between Parents and/or designees. Parent encounters can create an emotional escalation that could impact the child/ren and/or the visit in a negative manner. It is not the Monitor's job to referee adult relationship / hostility issues. If adults accidentally see each other, no eye contact, gestures or conversation will occur. **All efforts will be made to avoid one another.**
13. Court Orders may not be served during visitation. (It may be the only time you ever know where the other Parent is. However, this time is reserved for a neutral, safe visit between Parent and Child/ren only.)
14. Do not use your child/ren to relay messages. No communications (regarding child support, divorce documents, sports activities, etc., etc.) nor any types of messages at all shall be sent via child/ren. Even "positive" messages are prohibited (NO "Tell your Mom 'hi' for me" or "Tell your Dad I got that job" and so forth.) Children are not messengers.
15. Monitor is not a 'go-between.' No messages will be relayed by Monitor other than messages specifically related to visit, health and/or welfare of child/ren.
16. The Monitor will be present at all times during the visit. The Monitor must be able to see and hear Parent and child/ren at all times. No whispering, note passing, or hiding behind objects or other people.
17. Parents and children must speak English during the supervised visit unless there is a Monitor present who fluently speaks the language of the family. Parents and child/ren must speak loud enough for Monitor to hear.
18. Use of alcohol or non-prescribed drugs during a visitation is prohibited. Any suspicion of use is cause for immediate termination of visit. Prescribed medications that impair functioning or judgement should not be used before or during visit. Speak with your doctor regarding dosage times so that side effects do not occur during visits.
19. Weapons or any articles that could be used as weapons are not permitted during the supervised visit.
20. Phone calls to other individuals are not permitted at any time during the supervised visit- this means dialing out or answering an incoming call. The use

of cellular phones is not permitted during the scheduled visit unless there is an emergency. If a cell phone is used as a camera, Parent will inform Monitor of such.

21. Demands for touching, hugging and/or kissing are not tolerated. Mutual naturally occurring affection is acceptable.
22. Touching, hugging, kissing, diaper changing, etc. is NOT allowed in potential sexual abuse cases.
23. No foul language.
24. No shouting or yelling at ANYONE.
25. No verbal or physical attacks or threats upon ANYONE
26. No attempts to move child/ren away from the sight and/or hearing range of the Monitor.
27. There shall be no alteration of the child/ren during visitation without prior approval of the Custodial Parent. This includes, but is not limited to haircuts, hair color, tattoos, body/ear piercing, etc.
28. Prescription medication may be sent by Custodial Parent in pre-measured doses. Monitors do not administer medications, change catheters, or perform other routine medical tasks. Custodial and Visiting parents are responsible to meet the care needs of the child/ren while child/ren are in their care. Parents must act as Parents during their parenting time.
29. Do not send additional clothing (swimsuits, etc.) for child/ren to change into during Visit. Monitor will not change clothing of child. Limited assistance by Monitor may be necessary for child/ren who require such.
30. The Visiting parent may bring a snack or meal for the child/ren. Any special food requests are not monitored or enforced. Custodial and Visiting parents are responsible to meet the care needs of the child/ren while child/ren are in their care. This means that each Parent must be aware of allergies, intolerances, dietary and nutritional needs, etc. Monitor is not a dietician, nutritionist, nor a doctor and cannot claim responsibility for the dietary needs of any person.
31. Neither Parent will bring items of value to the visit. Parents acknowledge that Monitor is not a keeper-of-the-goods and cannot ensure the return of various and sundry items. Any items that are brought to visit shall be the responsibility of Parents. Monitor has the role and responsibility of watching child/ren, not managing various items of clothing, toys, jewelry, water bottles, etc.
32. The Visiting Parent is responsible for clean up at the end of the visit. This includes office and community-based visits. Visiting Parents are encouraged to utilize this time as a Parent-Child activity, teaching the Child/ren responsibility and self-efficacy.

33. Parents must not share Court information or documents with the child/ren or make promises to the child/ren about future living arrangements, time sharing, or visitation modifications. A Parent shall say something like, "I'm working on it," or "We'll see." It is not up to either Parent, nor to the Monitor, to predict or discuss a future Order of the Court.
34. Parents must not question the child/ren about the other parent's life, whereabouts, friends or activities. Children are neither spies nor informants.
35. Parents will not speak negatively about the other Parent and his/her family in front of the child/ren. This includes flippant off-hand remarks, sarcasm, grunting, eye rolling, etc. This kind of attitude hurts the child/ren and will not be tolerated during a visit.
36. No gifts for the child/ren are permitted, with the exception of the child/ren's birthday/s, Christmas, Hanukkah or other holidays at which gifts are usually given. Gifts will also be allowed at the first visit when there has been a substantial time of separation between visiting parent and child/ren. Gifts must not be wrapped (ie, no gift bags so that the Monitor can pre-screen the gift.) Normal shopping activities (back-to-school shopping, necessary clothing items, etc.) are allowed as this is a normal parenting activity.
 - a. In cases of suspected sexual abuse, gifts are never allowed.
37. Photographs or videos may not be taken of Monitors at any time.
38. If your child/ren become/s acutely distressed, the visit will be terminated for the emotional safety and wellbeing of the child/ren. If there are two or more children, the Custodial Parent will be notified to pick up the distressed child only. The visit with the remaining child/ren shall continue as scheduled.
39. There are to be no changes in the supervised visitation schedule unless approved by the Court and Monitor. Once the day and time has been set, it will be followed on a weekly basis, unless either party requests a change in writing. Changes in the schedule need to be done at least one week prior to visitation and are subject to Monitor availability. Specific days / times cannot be "held" without payment.
40. Only family members or friends who have been approved by the Court may attend a visit with the Visiting Parent. Monitor must have a Court document stating that a particular person / people may the visit prior to the visit. The Monitor must receive proof one week prior to visit in which a 'new' person will be present. No surprises!
41. Family members and friends authorized by the Court to participate in visits, who do not comply with the Guidelines and rules will cause the termination of the visit

and of their ability to participate in SV or ME services in the future. Monitor is not required to make up any time lost due to a Visiting Parent or Visiting Parent's guests' behavior.

42. Do not surprise your Monitor with random documents, extra visitors or other shenanigans. Anything that appears to be contrived, unplanned or in any way questionable will be rejected and may cause termination of visit and/or of SV services. The goal is safety, security and consistency for your children and for all others involved.
43. In the event of Group Visits, Parents will avoid interacting with other visiting families. Parents will respect the privacy and confidentiality of other visiting families.
44. Monitor is neither "Team Custodial" nor "Team Visiting." Monitor is a neutral third party. Monitor has no investment in any family's personal relationships or custody issues. Parents agree to adhere to the guidelines outlined in the Supervised Visitation Neutrality form. Any attempts to align with Monitor may result in termination of SV services.

I have read (or have read to me) and understand the Guidelines related to supervised visits. I understand that non-compliance with any rule or challenging Monitor may lead to immediate termination of visit and/or services.

Printed Name _____

Signature _____ Date _____

Date _____ Custodial _____ Visiting _____ Guardian / Other _____

Name: _____

Supervision Neutrality *Role of Monitor Defined*

I understand and acknowledge that my Monitor may not take on additional roles outside the role of providing non-biased documentation during visitation between a non-custodial parent and his or her children. For example...

- A Monitor's role is not to 'take sides,' to act as a go-between, and/or to receive information regarding the personal feelings of the other parent.
- A Monitor's role does not include viewing text messages sent by one Parent to the other Parent, nor does it involve moderating conversations Parents have during non-visiting hours.
- A Monitor's role does not include deciding how or when Parents should communicate, if one Parent is a poor communicator, and/or if one Parent is emotionally upset by the other Parent's manner of communication.
- A Monitor's role is not to police the within-normal-limits of cleanliness of a child during a visit, nor is it to judge the potential exposure to germs in a park or other public setting. Parents should expect potential dirt, stains on clothing and/or exposure to germs in the course of normal childhood activities. Any limitations should be listed in the Court Order.
- A Monitor's role is not to police the nutritional value of foods presented by the Visiting Parent during a visit. This is a parenting, cultural and/or economic issue, and the Monitor cannot address such things unless specifically stated in the Court Order.

This is not an exhaustive list. The Monitor shall remain a neutral third party at all times. The issues listed above should be presented to your attorney, the Court, your therapist, the approved mediator and/or other professional.

All communication between one parent and the Monitor must be related to 1) setting schedules for visits and 2) regarding the health, safety and wellbeing of the children.

Attempts to involve Monitor in the interpersonal relationship dynamics of parents may result in a Hold or Termination of services.

Signed _____ Date _____

Date _____ Custodial _____ Visiting _____ Guardian / Other _____

Agreement for Supervised Visitation

This is an agreement for:

_____ Supervised Visitation _____ Monitored Exchange and/or _____ Child Transportation

made between: Provider / Monitor: Always Safety First With Heather Widen and Heather Widen and Parents identified below, regarding visitation of the child/ren identified in Interview document.

Custodial Parent: _____

Visiting Parent: _____

Who is responsible for payment?

_____ Custodial _____ Visiting _____ Split

Who is responsible for transportation?

_____ Custodial _____ Visiting _____ Split

General Consents

I consent to Supervised Visitation (SV) and/or Monitored Exchange (ME) services with Always Safety First With Heather Widen. The entirety of this contract is a legal and binding agreement. I agree to the following Terms and Conditions of SV provided in this document.

Guidelines

I have received a copy of the SV Guidelines and agreed to adhere to all of the rules and requirements set forth. I understand that failure to comply with any Guideline is grounds for Termination of visit and/or SV / ME services.

If services are placed on Hold, you will be required to complete a Re-Orientation session before services are resumed.

_____ Initial

Confidentiality/ Release of Information

I understand that Court ordered services, such as SV or ME, are not protected by confidentiality laws. I understand that mutually agreed upon SV or ME also limits confidentiality of SV and ME documentation. The Monitor will be required to make a report of information obtained throughout interview, orientation, visits and/or exchanges, copies will be sent to:

- The Court
- Attorneys of record, if applicable
- Minor Counsel, if applicable
- Social Worker/s, if applicable
- Custodial Parent
- Other requesting party, if applicable

I understand that these other parties who are receiving information may not keep my confidentiality and that the Monitor does not have control over this.

I hereby authorize the use or disclosure of information regarding my Supervised Visitation services as specified above. This authorization permits disclosure of information about my visits, including interaction with my children, monitor and other parent.

_____ Initial

Liability and Disputes

I agree to release, hold harmless and indemnify Always Safety First With Heather Widen and any / all staff for any claims arising from the performance of this Agreement. Should performance of Always Safety First With Heather Widen be interrupted by any occurrence which is beyond the control of Always Safety First With Heather Widen, Always Safety First With Heather Widen shall be excused from performance of its obligations and undertakings, so long as such condition continues in existence.

I understand there are benefits and risks to services. I hold Always Safety First With Heather Widen, employees, contractors and associates harmless and not liable for the actions of other Parent or for incidents or injuries that occur during visits or related services. I agree to manage any disputes: first, with the Monitor directly; then if not resolved, with a Supervisor at Always Safety First With Heather Widen; and if not resolved, through neutral binding arbitration instead of Court process. Arbitration is a less formal and more private method of handling business disagreements. In the event of an Arbitration, each person/ representative of the parties will pay for their own legal counsel. Any party named in the arbitration will split the fees of arbitration.

_____ Initial

Laws and Policies

I understand that I can view Standard 5.20 Uniform standards of practice for providers of supervised visitation online or I can request a copy from my Monitor.

http://www.courts.ca.gov/cms/rules/index.cfm?title=standards&linkid=standard5_20

_____ Initial

I understand that all employees of Always Safety First With Heather Widen are mandated reporters. This means that any suspected child or elder abuse will be reported to the appropriate authorities.

_____ Initial

I understand that issues related to safety, including possible abduction, driving under the influence, threats, etc. will result in suspension (Hold) or Termination of visit and/or services and a call to Police to ensure child, monitor and public safety.

_____ Initial

I understand that my inability or unwillingness to follow guidelines will result in suspension (Hold) or Termination of visit and/or services. I understand this includes trying to interfere with visits, attempting to get Monitor to “side” with me, and/or failure to cooperate with Monitor. I understand that Monitor is a neutral third party who is there to ensure safe visits between noncustodial parent and child/ren.

_____ Initial

I have received a copy of the Concern Form so that I can address issues related to SV with Monitor without having to bring the topic up in front of the child/ren.

_____ Initial

I understand that other parent is the parent during parenting time. His/her parenting time may include photography except in the case of suspected sexual abuse perpetrated by Visiting Parent against Child / ren.

_____ Initial

I understand that Always Safety First with Heather Widen will make every effort to establish a regular schedule, but there is no guarantee of time slot if there is a missed visit.

_____ Initial

I give Monitor permission to transport child/ren for visits. This may include transportation to or from a visit for exchange of custody time or during a visit for community activities.

_____ Initial

I will not bring a contagious person (myself, my child, anyone else, etc.) to a Visit.

_____ Initial

I will not argue with Monitor. I understand that all concerns, complaints and/or issues will be handled with a Supervisor during regular business hours. I understand that I and my lawyer am required to submit all my concerns via Concern form posted on HeatherWiden.com.

_____ Initial

I understand that the document produced by the Monitor after the Visit is the extent of communication that will be had regarding the Visit. While Always Safety First With Heather Widen desires that both Parents are completely happy with services, Always Safety First with Heather Widen is limited to discussing only matters related to the safety and wellbeing of the children and to scheduling concerns. Desires to question the details of who said what, when and how shall be directed to my attorney and/or to the Mediator. I understand this is necessary to avoid Monitor's bias, or appearance of bias. The Monitor is a neutral third party.

_____ Initial

Fees

If fees are split between Parents, both must agree, comply and pay applicable fee for visits to happen. Monitor WILL NOT dispute payment arrangements between Parents on behalf of either Parent. Monitor is not a personal banker nor a go-between for Parents.

I agree to pay Always Safety First With Heather Widen for services related to SV and/or ME. I have read and agree to the additional polices including cancellation rules in the Guidelines document. I understand that if I cancel a visit for any reason, including by arriving more than 15 minutes late or not arriving at all, I will be responsible for all of that visit's fees, even if I am not the assigned payor for the case by the courts.

I understand that Always Safety First With Heather Widen is not a grant-funded / free public service agency. Fees are billed for services provided (similar to an attorney, nail salon, or plumber, etc.). Placing unreasonable demands upon Monitor and/or other Always Safety First With Heather Widen staff without notice and/or payment will result in a Hold or Termination of services.

I understand the fees are as follows:

Note: Fees are subject to review and adjustment.

Sometimes additional staff or security is necessary and the party responsible for payment will be required to pay this additional fee.

- Severity of case: risk factors, etc.
- Number of children to be supervised
- Other factors that may warrant extra caution.

Initial Interview

- \$95 per person (including children who are old enough) - one-time fee, prior to visits
- Travel fees apply if at a location other than Bannister or Montview Parks in Fair Oaks or Old Fair Oaks Village
- Fee for interview / orientation for all parents and children plus fee for first visit are due prior to scheduling interview / orientation. Your interview will not be scheduled until payment is received and cleared. If your case is not taken, only the fee for first visit will be refunded. Interview / orientation fee is for administration time in gathering and reviewing information.

Monitored Exchanged

- \$ 75 per 10 minutes exchange
- travel fees apply if at a location other than Bannister or Montview Parks in Fair Oaks or Old Fair Oaks Village.

Visits

- \$95 for the first clock hour*
- \$95 for each additional hour*, when conducted in consecutive hours
- Monitored Exchange for visits is included in this price
- travel fees apply

**visitation hour is 60 minutes based on appointment time; NO time credit given for late arrival by either party*

Documentation is an additional fee.

Payment Method

Cash is NOT accepted. Please do not attempt to pay Monitor via cash. You may pay via Square on-line bank transfer. You are responsible to pay any fees associated with online payment. You may NOT deduct any electronic transaction fee from the fee paid to Monitor.

Fees for services must be paid in full one week in advance of visit. Please schedule your payments in a timely fashion. There are no refunds. Failure to provide payment one week in advance will result in a \$20 late fee and may result in loss of scheduled visit time. There are **no exceptions** to this rule. Payment must be received and cleared ONE WEEK in advance- not 6 days; not 5 days. If payment is not made, your time slot may be given to another family and you may not be able to get it back, depending upon Always Safety First with Heather Widen staff availability.

Travel Time

There is no travel fee for appointments at Bannister or Montview Parks in Fair Oaks or Old Fair Oaks Village unless Monitor is providing transportation for child/ren (see below). For inclement weather and poor air quality days, relocation to a nearby indoor public location safe and suitable for kids that the parents agree upon, there is no transportation fee.

Monitor's travel fees for other areas are:

- other Fair Oaks, Rancho Cordova, Citrus Heights or Carmichael locations, etc:
Standard business mileage rate round trip plus \$95 per travel hour, round trip.

**Payment of travel time should be provided by Parent identified in Court document as responsible for transportation. However, Always Safety First with Heather Widen staff do not negotiate these issues with Parents.*

Holiday Fees

- \$150 for each clock hour visits on the following days; subject to availability:
- New Year's Eve and Day Dec. 31 and Jan. 1
- Martin Luther King, Jr. Day January- third Monday
- President's Day February- third Monday
- Memorial Day May- last Monday
- Independence July 3, 4, and 5
- Labor Day September- first Monday
- Columbus Day October- second Monday
- Veteran's Day November 11, Friday or Monday (varies)
- Thanksgiving November- fourth Thursday, plus Wed before
and Friday after
- Christmas December 24, 25, 26

When a holiday falls on a Saturday, it is usually observed on the preceding Friday. When the holiday falls on a Sunday, it is usually observed on the following Monday. Please ask for specifics as holidays approach.

Additional Services and Fees

- Child transportation fees - see Travel fees
- Printing at same cost as FedEx Kinko's website pricing, per occurrence

- \$95 for hour for consults with social worker, attorney, therapist, mediator, and/or other individuals, billed in 15- minute increments. Payable by next visit or within 7 calendar days, whichever is sooner.
- \$95 per hour for written report (Court summary report, outside agency report, parent Warning, Hold or Termination notice or reports), billed in one hour increments.
- \$500 for each half day (each 4-hour block) Court appearance per Monitor.
- \$95 per hour for preparation for Court appearance (case review, staff time, etc.), billed in 15- minute increments.
- \$95 per hour for travel time to Court, billed in 15- minute increments.
- \$95 per hour for office time - phone calls, texts, emails, schedule change requests, etc.
- Each Parent is responsible for fees associated with his or her own attorney or other representative. The party (side) who calls the Monitor(s) to appear is responsible for

the associated fee. In the case of a Monitor speaking with a Mediator, both Parents may be billed equally for half of the fee.

_____ Initial

Acknowledgement I have read and agree to the Terms and Conditions of receiving Supervised Visitation and/or Monitored Exchange services.

Client Printed Name _____

Client Signed _____ Date _____

Always Safety First with Heather Widen Staff Printed

Always Safety First with Heather Widen Staff Signature

Date _____