



2401 Westbend Parkway  
Suite 2070  
New Orleans, Louisiana 70114  
504-363-7449  
www.familymediationdivorce.com

## **Supervised Visitation Policies and Procedures Contract**

The program's first priority is the safety and comfort of child visitors. We are committed to trauma informed care which means that no one will experience painful or disturbing events while visiting. It is important that your child recognize the visitation center and supervised visitation as a safe place to have the most meaningful visits possible.

All visitors must agree to the following policies and procedures:

### **Late/Cancellation/No Show Policy**

All visitors must acknowledge the following policies:

- Visits must be on time. I understand that visits may be canceled if they are more than 20 (twenty) minutes late. If I am more than 20 minutes late, I may need to pay for the session, even if the session will be canceled.
- I agree to contact my Supervised Visitation Monitor and my Supervised Visitation Coordinator at least 24 hours before a visit if I cannot attend. If I do not, I will be liable to pay for this missed visit before I may reschedule the next visitation session.
- I understand that I will be removed from the visitation schedule for three consecutive no shows and that unattended visits without adequate notice will be documented as no show.

\_\_\_\_\_ By initialing here, I confirm I understand the cause for additional payment due to the inconvenience of all parties including my child(ren), their other parent, and the FMDC staff member and agree to conform to the policies and procedures outlined above.

### **Safety Policy**

All visitors must acknowledge the following policies:

- I agree to bring photo identification with me to each visit. Any driver other than myself and anyone else permitted to the visitation session must provide the facilitating staff member with a copy of photo ID and sign an authorization form.
- I understand that family members will always park where staff direct me. If driven to the visitation site, I will confirm with the Visitation Monitor ahead of the planned

visitation where I may be dropped off. Other drivers may not remain on or near the visitation site (including within eye shot). This will be noted in the client file and the Court will be notified of this infraction.

- I agree to only visit with my children where the Supervised Visitation monitor has directed. Encounters with the other parent or related parties in the parking lot, lobby, etc. are not allowed. FMDC staff may call the nearest police or sheriff's department if there is any altercation, argument and inappropriate behavior.
- Any party who is known or suspected of being a "flight risk" must agree to surrender their car keys, cell phone, or any other outside communication/transportation means they may have PRIOR to the start of the visit. Failure to do so will result in the termination of the visit where the offending party will be liable for the termination fees. Appropriate documentation of the refusal will also be noted in the file.
- I understand that only persons authorized by FMDC staff will be allowed to participate in visiting sessions and that I am responsible for gaining approval from my visitation monitor before any additional person (s) may attend a visit. I must fill out the necessary form before I may bring any additional visitors. Any unauthorized visitor will not be allowed to remain for the visit.
- I understand that the visit will be canceled if I am suspected of using or abusing substances, arriving on site in a drug induced, impaired or intoxicated condition. I agree to refrain from using all illegal drugs, substances, drinking alcohol, smoking or ingesting marijuana for 12 hours prior to the supervised visit.
- I agree to use positive parenting while visiting with my child(ren). No corporal punishment, harsh or degrading discipline and no profanity is permitted. Visitation will be terminated immediately if there is evidence of abuse or disrespect of the child.
- I agree to respect the physical wishes of my child. If my child does not want to be touched or hugged, I will respect my child's wishes.
- I agree not to discuss adult matters in my child's presence such as court proceedings, living arrangements, or unsupervised visits.
- I agree to not use the child(ren) as a messenger. I will not send written or verbal messages to the other parent via the child(ren). I will not tell the child(ren) negative, hurtful, or problematic things to say to the other parent during the visitation.
- I agree to not speak negatively about the child(ren)'s co-parent or his/her/their relatives, friends, spouses or significant other in front of the children.
- I agree to not speak negatively about the child(ren)'s co-parent or his/her/their relatives, friends, spouses or significant other to FMDC staff members. FMDC staff members will remain neutral throughout visitation services.
- I agree to refrain from confronting any FMDC staff member. I will refrain from using profanity, threats, and interruptions of visitations. Any disregard of FMDC rules and evidence of inappropriate behaviors will be documented in the client file and reported to the Court.
- I understand that all conversation must be audible to the visit facilitator. No whispering or attempts to hide conversation.

- I agree to only speak English during the visit.
- I understand that during the visit, I must keep the child/children within the Supervised Visitation Monitor's sight and hearing at all times. Any attempt to evade FMDC staff or to trail far enough away where you can no longer be seen or heard will result in the termination of your visit and documentation will state the offending circumstance of termination.
- I understand that I am responsible for my child's behavior during the visit. If my child's behavior is beyond my control, the Supervised Visitation Monitor has the authority to terminate the visit.
- I understand that I cannot leave or enter the visitation area by myself or with my children unless I have the permission of a staff member, and that the visit ends once I leave the visitation without notification and permission.
- I agree that I will not bring any weapons, animals, or pets to the Supervised Visitation.
- I agree to not administer medication to my child without prior coordination with Visitation center staff, my Case Manager, and or the child's other parent, guardian, or Caretaker. If medication is necessary, I agree to fill out the necessary Medical Instruction Form *PRIOR* to the Supervised Visitation.
- I understand that at times, a second monitor may accompany the visitation. This is either for advanced training, or periodic observation to assure compliance by all parties.

\_\_\_\_\_ By initialing here, I understand the safety of my children is most important and agree to conform to the policies and procedures outlined above.

#### Policies and Procedures if there are Sexual Abuse Allegations

If sexual allegations have been made and supervised visitations are a result of sexual misconduct, these policies and procedures must be agreed upon to begin supervised visitation. It is important that the visiting parent understands the boundaries, and a plan is made for dealing with them, before visits begin. Both the child and the visiting parent will be more comfortable if the parent takes responsibility for adhering to the boundaries without intervention. If the visiting parent does not adhere to the rules of the visit, they are at risk of losing their rights to future visits with the child(ren).

All visitors who are seeking supervised visitation because of sexual allegations must acknowledge the following policies:

- I agree to not let the child sit on my lap during the visit.
- I agree to not giving my child(ren) full-body frontal hugs.
- I agree to not kissing my child(ren) on the lips during visitation.
- I agree not to whisper to my child(ren) during the supervised visitation and will only speak English during the visit.

- I agree to respect the physical wishes of my child. If my child does not want to be touched or hugged, I will respect my child's wishes.
- I understand that toileting assistance may be an area of concern. I agree to conform to the guidelines agreed upon by both parents. Failure to conform may result in a need to terminate the visitation and documentation of noncompliance.
- I agree not to change the diapers or the clothes of the child/children, and will not be present in the room while the child is being changed.
- I agree not to examine the child/ children physically, or ask questions about intimate body functioning, discuss any sexual topics or body parts, or tell sexual jokes.

\_\_\_\_\_ By initialing here, I understand the sexual and mental safety of my children is the most important and agree to conform to the policies and procedures outlined above.

### Confidentiality

Confidentiality is important to the program. We believe you have a right to your privacy, as do your children, and the other families that visit our center. The program is committed to maintaining a timely and accurate flow of communication with the court so that all who share responsibility for family matters will stay updated on the family's progress with visitation.

All visitors must acknowledge the following policies:

- I agree that my visitation file is confidential but that the Court, if involved, my attorney, DCFS, and the Guardian ad Litem, if one has been appointed, shall have full access to the file.
- I understand that my file may be transmitted electronically through e-mail to the Court, if involved, my attorney, DCFS, and the Guardian ad Litem, if one has been appointed.
- I understand that no cameras or camera functions on cell phones may be permitted during visitation sessions unless authorized by FMDC staff, by Dependency case manager, GAL or agreed to by both parties.
- I understand that no video or audio taping is allowed. Neither parents may use a cell phone or other recording device. Children are not permitted to bring in a cell phone or electronic media unless approved by staff in advance with the purpose of use by both parent and child(ren).
- I understand that my cell phone cannot be "pulled out" at any time for any reason during visitation. If the participant is worried about a family emergency, the participant may excuse himself/herself/themselves for a moment and upon returning, cell phones must be put away.

\_\_\_\_\_ By initialing here, I understand that confidentiality is important and agree to conform to the policies and procedures outlined above.

## FMDC Office Facilities

We are committed to providing a healthy, respectful, and clean environment not only for you, but for other families as well.

All visitors must agree to the following standards:

- I understand that there is to be no use of tobacco products, e-vapes or non-medicinal medicines on the premises.
- I agree to put all items back where they belong and clean up before leaving.
- I understand that unless specified otherwise by my Case Manager, FMDC Representative or Court order, I am to bring necessities that my child may need such as food, drink, and diaper bag.
- I agree to tell my children to listen to the monitor and to try to enjoy the visitation. I will only support my child's best interests by encouraging their time with the other parent. I will not interfere with the Supervised Visitation Monitor's directives.

\_\_\_\_\_ By initialing here, I agree to respect FMDC office facilities and agree to conform to the policies and procedures outlined above.

## Contract Policies and Procedures

Research shows that child outcomes are maximized when both parents remain involved in their children's lives. We realize that, as a parent involved in the Family or Dependency Court system, you have many concerns. Family Mediation & Divorce Center professionals have the same goal as yourself, to improve your connection with your children and to also find more meaningful means of co-parenting. Through our visitation services, we attempt to provide you with a meaningful experience that assures both parents and children emotional and physical safety, comfort and enjoyment through shared experiences. We want to help you build confidence and increase parental self-esteem. The Family Mediation & Divorce Center staff consider this a partnership, and we do so with expectations and guidelines which are appropriate. The Family Mediation and Divorce Center's goal is to help all family members, all parties, all extended family members to become more comfortably involved in the lives of the children who are party to this visitation case.

We are committed to providing a healthy, respectful, and safe space not only for you, but for the children as well.

All visitors must agree to the following standards:

- I understand that should the Supervised Visitation Monitor determine that the health, safety, or welfare of the child/children is endangered at any time during the visit, the Supervised Visitation Monitor has the authority to terminate the visit. If it is

determined that the visit needs to be terminated, documentation of the termination will occur.

- I understand that the program has sole discretion to remove me from the visitation schedule or terminate a visit for any reason, such as failure to adhere strictly to the visit schedule or rules, inappropriate or threatening behavior, if the parent loses their temper and expresses their anger inappropriately in any way (including hitting, slapping, punching or kicking), if there are signs of trauma to the child or or if the parent touches their child inappropriately. In such circumstances, the program will retain care and custody of the child until the child is returned to the other parent/guardian and my visits may be suspended until reviewed by the court.
- The Supervisor has the right to end the visit at any time if the parent appears intoxicated or otherwise impaired, if the parent curses or uses inappropriate language, or if the parent makes disparaging remarks about the other parent. 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.
- I understand that breaking this agreement and violating the rules may lead to suspension, termination or modification of visitation services at Family Mediation and Divorce Center. I also understand that breaking this agreement or violating the rules will become a part of my official file, recorded and reported to the judge.

\_\_\_\_\_ By initialing here, I agree to conform to the policies and procedures outlined above.

### Restroom Plan

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.

All visitors must agree to the following standards:

- I understand that toileting assistance may be an area of concern. I agree to conform to the guidelines agreed upon by both parents. Failure to conform may result in a need to terminate the visitation and documentation of noncompliance.
- I understand that if a child needs assistance with toileting from a parent, the bathroom door must be open to conform to supervision standards.

Restroom Plan: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ By initialing here, I agree to conform to the restroom plan outlined above.

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 supervised parent comes first and goes to a separate meeting place. The custodial parent then arrives and drops the child(ren) off with the Supervised Visitation Monitor before leaving. The Supervised Visitation Monitor then walks the child(ren) to the meeting place where the supervised parent is. At the end of visit, the unsupervised parent returns and waits in the waiting room until the Supervised Visitation Monitor brings out the child(ren), who then leaves 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.

Agreed Upon Transition Plan:

---

---

---

---

\_\_\_\_\_ By initialing here, I agree to conform to the transition plan outlined above.

Louisiana Statutes

In order to provide these services and adhere to the requirements 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.

All visitors must agree to the following standards:

- I understand that observations made by the Supervised Visitation Monitor during the visits are documented and reportable to the Court.
- I understand that Court Orders take precedence over the wishes of all parties.
- I understand additional FMDC Staff may attend visitation sessions at any time, either for assistance and or for training purposes.
- I understand that this agreement will be filed in my client file. I am also entitled to a copy of this agreement and may request it at any time without charge.

- I understand that the Family Mediation and Divorce Center and staff are impartial to the visitation case. The FMDC staff is neutral, and are concerned that both parents should be involved in the raising of their children to the best of their ability.
- I understand that the Family Mediation and Divorce Center Supervised Visitation Monitors make no judgments, diagnosis, or recommendations for therapy or other programs unless conducted by a licensed therapist in therapeutic supervised visitation.
- I understand that the safety of all parties to Visitation is important. I will do my best to comply with these rules and understand that the Family Mediation and Divorce Center may use law enforcement, the Court and other security measures including termination of the visits if staff feel threatened and otherwise determine it is unsafe for visitation to take place.
- I will not talk against the other parent to my child. I will encourage a safe and enjoyable visit and not block any activities my child will enjoy or otherwise try to control the child.

\_\_\_\_\_ By initialing here, I agree to conform to the standards outlined above.

These rules and protocols have been presented and reviewed personally in an Orientation Meeting with an FMDC Staff Member either remotely or in person. By signing this document, I acknowledge that I am aware this is an agreement for visitation services with Family Mediation and Divorce Center, and that I understand my rights and responsibilities. I will comply with this agreement, unless otherwise modified by FMDC management and agreed to by me.

Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_



## **Scheduling the Supervised Visitation**

### **Preferred Day:**

\_\_\_\_\_ Sunday

\_\_\_\_\_ Monday

\_\_\_\_\_ Tuesday

\_\_\_\_\_ Wednesday

\_\_\_\_\_ Thursday

\_\_\_\_\_ Friday

\_\_\_\_\_ Saturday

### **Preferred Time:**

\_\_\_\_\_ Morning Hours

\_\_\_\_\_ Lunchtime Hours

\_\_\_\_\_ Afternoon Hours

\_\_\_\_\_ Evening Hours

### **Frequency and Duration of services:**

Your visits will be scheduled to best accommodate the time and location needs of all parties. The duration of the visits may also be determined by the courts, but a typical supervised visitation order is for one 2-hour visitation per week. The number of hours per visit and the number of visits per week can change based on your Court Order, agreement, GAL or other authority, but will be limited to 3 hours maximum due to scheduling of supervisors. It is best to provide a consistent structure to help guarantee the most meaningful visits for you and your family. FMDC is committed to assuring that scheduling occurs in compliance with your orders and that you are able to best take advantage of your family time together.

### **Communication:**

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 supervised visitation monitor and coordinator can maintain the best possible environment for the child/children.

### **Service Coordination:**

All questions, concerns, and communication about scheduling of regular visits and/or scheduling make-up visits should be done through the Family Mediation & Divorce Center Supervised Visitation Coordinator, your Counsel, or applicable Case Manager. If you need to cancel a visit this must be done at least 24 hours ahead of the scheduled visit. Outside of sickness or an accident, the party at fault will be billed a minimum of 1 hour at billable rate. Late fee payment will be required prior to any further visitations.

Location of Visits:

Visitation occurs either in The Family Mediation & Divorce Center facilities or at a family friendly location in the community that has been agreed upon by all involved parties. If visits are to be held in our offices, it is suggested that the parent bring age-appropriate games, art supplies or toys to play with during the visit. If the visit is held in the community, an additional fee of \$30/visit will be charged for the Monitor's travel time.

We attempt to provide a family-friendly, safe and comfortable environment for all parties. FMDC staff follows court-orders and will accommodate the needs of the parties as outlined in those orders. Family Mediation and Divorce Center staff will do our best to accommodate our client families, however, FMDC reserves the right to make the final decision of location/day/time.

Visitation Services Choices:

We offer Standard Supervised Visitation, Therapeutic Supervised Visitation and Supervised Child Transfer Services. We also document your visits and provide reports to you or your counsel and affiliated parties to your case including the Judge. These documents are available to an appointed Guardian Ad Litem (GAL), your Case Manager, or others authorized in the Court Order. You may request Family Mediation & Divorce Center staff to appear as witnesses in any hearing you schedule. Please review the fees and protocols for obtaining this service.



2401 Westbend Parkway  
Suite 2070  
New Orleans, Louisiana 70114  
504-363-7449  
www.familymediationdivorce.com

## Supervised Visitation Summary of Service Fees and Payment Contract

### Fees to be paid are as follows:

\_\_\_\_\_ 1. Orientation meeting Fee (\$100 per co-parent). The party responsible for the intake fees are:

\_\_\_\_\_ Each parent                      \_\_\_\_\_ Custodial Parent                      \_\_\_\_\_ Non-Custodial

\_\_\_\_\_ 2. Contract Fee: After the orientation meeting, the Supervised Visitation Coordinator will create a personalized contract for our case and create a quick referencing sheet for the Supervised Visitation Monitor. This fee is \$1 per minute. The party responsible for this fee is:

\_\_\_\_\_ Each parent                      \_\_\_\_\_ Custodial Parent                      \_\_\_\_\_ Non-Custodial

\_\_\_\_\_ 3. Visitation Fee (\$70/hour + \$30 travel if applicable). The party responsible for visitation fees are:

\_\_\_\_\_ Non-Custodial                      \_\_\_\_\_ Custodial Parent

\_\_\_\_\_ Each parent, 50/50 Percentage Allocation

\_\_\_\_\_ Other Percentage Allocation (if other, type amounts next)

Percentage Allocation per Parent \_\_\_\_\_

### Payment Guidelines:

Payments are made by filling out the The Family Mediation & Divorce Center payment form. Billing fees are submitted after the supervised visitation takes place. If we encounter a problem with the credit card that is put on file, our administrative assistant will contact you to put another credit card on file or to schedule a Venmo or Zelle payment (504.363.7449). Services will be halted until previous services are paid for. At the conclusion of services with The Family Mediation & Divorce Center, all unpaid fees will be charged to a credit card on file.

### Late Fees:

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.

Location:

If the visit takes place in a location other than the Family Mediation and Divorce Center office, there will be a \$30 additional charge added for travel time of the supervisor.

Cancellation Fees:

If a visit must be changed or canceled without at least 24-hours' notice, a cancellation fee of \$70 may be charged, with the parent at fault being responsible for paying the fee.

Canceling Due to Illness:

All visitations that are canceled due to illness will require a doctor's note or the missed visitation must be paid by the custodial parent.

Early Termination of Supervised Visitation

If the visit is terminated early by the Supervised Visitation Monitor 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.

Communication Fees:

Any and all communications to parties, parties' representatives, courts, therapists other than brief phone calls or texts to confirm visitation will be billed at the rate of \$1.00 per minute or \$60.00 an hour plus expenses.

Additional Supervised Visitation Monitors:

The fee for each additional supervisor that is required will be \$35.00 per hour.

Holiday Fees:

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

Record Fees:

Record requests must be prepaid before records are released at a 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

Court Testimony Fees:

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 \$175 per hour for licensed supervisors and supervised visitation coordinators will be billed against that

retainer. All hourly time and expenses will be deducted from that fee, including time spent on travel, court, waiting time, etc. to the party issuing the subpoena. Full refunds will be given if notified more than 72 hours in advance; a 50 percent refund will be provided if notified between 48 and 72 hours in advance; no refund will be given for anything less than 24 hours' notice.

Legal Fees:

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.

\_\_\_\_\_ I understand that the Orientation fees are to be paid in advance of the scheduled Supervised Visitation.

\_\_\_\_\_ I understand the Supervised Visitation Contract fee has to be paid in advance of the scheduled Supervised Visitation.

\_\_\_\_\_ I understand that Supervised Visitation fees are to be billed to a credit card that Family Mediation and Divorce Center has on file.

\_\_\_\_\_ I understand that in order to continue services, past late fees must be paid in full.

\_\_\_\_\_ I understand that all fees are to be payable as court ordered or with other written agreement. Any written agreement must be provided to the Family Mediation & Divorce Center for recording in the client files.

\_\_\_\_\_ I have read the above policies for Supervised Visitation and agree to follow the Summary of Service Fees procedures.

Client Name \_\_\_\_\_

Date \_\_\_\_\_

Client Signature \_\_\_\_\_