

**CHILDREN'S JUSTICE CENTER
Supervised Visitation Program
Custodian Agreement**

DATE: _____ CASE NUMBER: _____

Participant Name: _____

Case Name : _____

Philosophy

The primary purpose of visiting is to allow children to preserve relationships with people who are important to them. In keeping with this philosophy, the CJC has developed policies regarding the supervision of visitation for the Thirteenth Judicial Circuit.

The Children's Justice Center (CJC) advocates for the rights of children to maintain contact with their parents and significant people in their lives, and strives to provide a comfortable setting for such contact. In order to maintain this setting, the following conditions are expressly agreed upon between parties and by parents on behalf of their children:

Each participant is responsible for their own actions and CJC is not liable for actions or omissions that occur at or near CJC. The participant agrees to assume the risk for any injuries or damages that may be suffered by the participant or the participant's children during services at CJC. The participant agrees to hold CJC harmless from any claims arising out of services at CJC, unless such claim arises from the willful misconduct or gross negligence of CJC paid staff. The children's well being and emotional and physical safety remains the organization's primary concern. CJC staff will remain neutral with regard to family members and any conflicts custodial and non-custodial adults may be experiencing. CJC will not deliver any forms of written or oral messages or financial exchanges between parties, except as described in the medication policy.

Hours of Operation: The CJC offers visitation services Monday through Friday from 9:00 to 7:00 PM and on Sunday from 11:00 AM to 6:30 PM. Visitations are monitored by CJC staff; one family per monitor. The CJC closes for all court holidays and Sundays that fall on or before holiday weekends. Notices of closures are provided to all participants in a timely manner.

Scheduling/Cancellation

In order to ensure the availability of visitation services to numerous families, visitation services are limited to one (1) hour visits per week. Exceptions are as ordered by the court. You are responsible to schedule your services in accordance with your court order. CJC will document your scheduling requests and contact the other party to inform them of the requested appointment, and all parties will be notified once a confirmed appointment time has been agreed upon. If either party does not show up for an appointment for three (3) times, services may be suspended. CJC will also consider closing cases when there are six (6) cancellations within a six-month period. Under certain conditions, cases will be closed or remain open at the discretion of the Program Director. All scheduling, as well as any questions or concerns regarding your case, must be addressed through the office staff business hours of: Monday – Friday between 9a and 5p.

Security

The participant agrees to keep CJC apprised of their current address and contact numbers, and to provide CJC with requested documents in a timely fashion. The participant agrees to leave CJC peaceably if requested to do so by CJC staff. There are no firearms or weapons of any kind allowed in the CJC. As a condition of furnishing services, the CJC has the right to request Hillsborough County Security Officers to:

1. Search any individual gaining entrance to the facility, and/or their personal property and confiscate contraband materials and /or weapons or other items and may turn them over to law enforcement.
2. If a visiting parent arrives to CJC and appears to be under the influence of alcohol or other drugs the visit will be cancelled.
3. Direct/dictate parking restrictions.

Participation

As the custodial party you will be responsible for the transportation of the child(ren) to and from the CJC. In addition, if the child is hesitant to participate in the supervised visitation, the custodial party is to help facilitate the exchange of the child. During the exchange, or at anytime in front of children, conversations are to be child-friendly in nature. For instance, there are to be absolutely no derogatory remarks / discussions regarding the visiting party, the CJC or CJC staff or discussions about the court order and /or proceedings in front of the children. Unless otherwise ordered by the court, or due to sexual abuse allegations, if the child wears diapers, the appropriate changing materials must be furnished to staff to take to the visitation room with the child.

To accommodate other visitation schedules, the visit will begin on time and end on time. If the custodial party cancels a visitation, a make-up visit is offered to the visiting party. However, if the visiting party cancels a visitation, there is no make-up visit offered. One or both of the parties must contact the CJC within 30 days of the cancellation to schedule a make-up visit; otherwise, the make-up visit is forfeited.

Only those individuals designated by the court order will be allowed to participate in the visitation. Any adjustment to the visitation plan must be approved by court order and may be submitted in writing by the assigned DC&F or HKI counselor while waiting for a new court order to be signed. A letter will provide temporary approval for 30 days. No one other than the visitor is allowed at the CJC. If the visitor has transportation provided by someone else, that person(s) must wait for the visitor outside the CJC.

To ensure that parties do not meet outside the facility or en route to the Center, strict guidelines for arrival and departure are designed for both the custodial party and the visiting party. The visiting party arrives fifteen (15) minutes prior to the scheduled visitation and remains fifteen (15) minutes after the visit ends. The custodial party is to arrive with the child promptly at the scheduled visitation time at the designated parking area entrance. Access to the parking area is gained only by security who will meet the custodial party and the children at the designated time. Security will escort the custodial party and the child(ren) to and from the CJC. **The custodial party must remain in the waiting room at the CJC during the entire visitation and leave the CJC with the child(ren) promptly upon the end of the visitation.** The visit may be canceled by the CJC if either party is late. All arrival times are documented in the case records.

Fees and Fines

Unless waived by the court, there is generally an intake fee for each of the following participants: both parties in family law cases, and the respondent in cases when there is an injunction for protection against domestic violence. There are no fees for supervision of the visitations. All applicable intake fees are paid before the first visitation.

Notification of cancellation should be made twenty-four (24) hours in advance or the CJC will notify the Court, which may result in the imposition of a fine in the amount of \$20.00, or in an amount to be determined by the assigned judge or general master, upon the canceling party. Three (3) consecutive visitation cancellations by the same party, an absent showing of good cause, as determined by the assigned judge or

general master, shall result in the imposition of a fine in the minimum amount of \$20.00, or an amount to be determined by the assigned judge or general master, upon the canceling party.

Records Access

The visitation records are available to the Court, attorneys of record and, if appropriate, to DC&F or HKI and the Guardian ad Litem. Any release will be governed by Florida Statutes.

Forms, Reports, Correspondence, & Testimony

CJC maintains a confidential file for each case. During each visit, CJC staff will complete an observation form. This form will be a summary of the visit/exchange and will document a general review of the time spent at CJC. A periodic memorandum will be provided to the Court outlining a synopsis of the visitation. Visitations are recorded on DVD, copies may be provided to authorized parties in accordance with Florida Statutes. Reports and correspondence to authorized parties will be limited to copies of existing documents in the case file and summary listings of appointments, cancellations, and similar data. CJC will not respond to requests for reports involving recommendations or other subjective information. Two weeks notice in advance of a due date is required for any and all written reports. Members of CJC's staff will only testify in a court hearing if issued by a written subpoena. The party issuing the subpoena will be responsible for payment of all associated fees. Staff called to give testimony will limit their responses to information contained in the case file, and will not provide opinions or other subjective information.

Gift Policy

In order to remain neutral, CJC staff may not accept gift from families using the CJC. The CJC encourages families to bring gifts to their children. The following rules apply.

- For the safety of children and other members present at the Center, items brought for the child will be displayed for staff prior to the visitation. Gifts must be unwrapped or in a gift bag to allow for inspection. Any other items will be secured and returned upon termination of the visit;
- Items brought to the visit but not permitted in the visitation room will be secured and returned to the parent/visitor at the conclusion of the visit;
- The program director (or designated staff person) has the authority to prohibit the giving of a gift in any situation where it appears that the gift may be inappropriate, potentially harmful, or disturbing to the child.
- Food is only allowed for special occasions with prior permission from CJC staff.
- Items which are considered Maintenance (diapers, formula, etc.,) should be exchanged through the Care Manager or Attorneys.
- Money or gift cards can only be provided on special occasions. Maintenance funds, allowance, child support, etc., must be transferred by other means.
- In some cases a case-by-case determination is warranted as to whether or not gift-giving is to be permitted, appropriate weight will be given to each of the following:
 1. Input from the non-offending/custodial parent;
 2. Information obtained from the dependency case manager (if applicable);
 3. Information obtained at the time of the initial program intake;
 4. Information gleaned from on-going assessment of the child and parent/visitor.

Cellular Phones & Cameras

Cell phones are not allowed in the visitation rooms. Pictures may be taken with disposable cameras, 35 mm cameras, and digital cameras, as long as the camera's memory is empty.

Interpreter's Services

Arrangements to speak any foreign languages should be made **prior** to the visitations to ensure an interpreter is available during the supervision.

Medication & Dietary Restrictions

CJC will allow visiting adults to administer medications to the children during visits only when the medication is brought by the custodial adult, who provides instructions for administering. CJC staff will not be allowed to administer medication to a child participating in visits at any time. CJC will provide a copy of medical guidelines written on the doctor's letterhead to the visiting party. CJC will make note of snack and food items eaten by children during visits on observation forms. CJC is not responsible for the enforcement of child's dietary restrictions during visits.

No Smoking/No Pets

For the health and safety of children and parents alike, smoking anywhere within the CJC will not be permitted. Animals are not permitted on the CJC premises. This policy includes the bringing of an animal to participate in the visit by either parent, to give as a gift, or to wait outside on premises. Assistance animals are allowed to accompany their owners (verification may be required).

Grievance Policy

While every effort is made to set forth policies as clearly as possible, inevitably some concerns will occasionally arise regarding CJC's performance. Our grievance procedure is as follows:

1. First, contact the Case Manager, who will attempt to resolve your concern.
2. If you are not satisfied, you may forward your concern to the Program Director .
3. If you are still not satisfied, you may forward your concern to the Senior Court Operations Consultant.
4. As a final step, you may present your concern in writing to the Thirteenth Judicial Circuit Court Administrator.

Key Elements of Agreement

The Center is obligated to report to the Court and/or referring agency any noncompliance, as outlined in the following examples:

- failing to keep scheduled visits
- endangering behaviors to the child
- fighting, harassment or confrontation with anyone in the Center or general vicinity
- verbal or non-verbal threats
- possession of weapons
- using child as a messenger

Food is only allowed in the visitation room for special occasions (i.e. birthday, Christmas, Valentine's Day, etc....) with no less than twenty-four (24) hour notice and prior approval from the CJC staff. No smoking is allowed in the building.

To participate in visitation services at CJC,

1. I agree to arrive on time for the scheduled visit and leave promptly after the visit is completed.
2. I agree that the following behaviors are not appropriate or allowed:
 - derogatory remarks about the Visiting parent/guardian
 - Discussions about court, allegations of abuse, etc. in front of the child(ren)
 - speaking in a foreign language without prior approval
 - profanity
 - using child as a messenger

- making promises to the children about the future
3. I agree that if I arrive under the influence of alcohol or drugs, the visit will be cancelled
 4. I agree not to use corporal punishment or to endanger another in any way
 5. I agree not to leave the CJC without CJC staff approval
 6. I agree to leave the waiting room in the same condition as it was when I began my visit
 7. I agree that two canceled visits with less than twenty-four (24) hour notice may result in suspension of services pending further review and order of the Court

These guidelines and procedures may not cover every possible activity and/or scenario that may develop. CJC retains the right to utilize the discretion of the Program Director when making policy decisions concerning incidents that are not specifically covered in this document. CJC is dedicated to a policy of non-discrimination on any basis, including but not limited to race, ethnicity, age, religion, sex, disability, or marital status. This agreement will be effective on the date signed below, and shall remain in effect until the case is terminated by court order or until the case is closed in accordance with CJC policies.

I have read this agreement and understand the policy. My signature is evidence of my agreement to comply with the policies described above.

SIGNATURE

DATE

SIGNATURE

DATE

Revised 02/28/08