

Child Supportive Services, Inc.

**1538 Shaw Ave.
Clovis, CA 93611**

**Phone: (559) 299-9232
Fax: (559) 325-7520**

Date: _____
Client Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____ Cell Phone: _____
Email: _____
Attorney: _____ Phone: _____
Employer: _____
Address: _____
City: _____ State: _____ Zip: _____
SS #: _____ D.O.B.: _____ DL/ID #: _____

Other Party Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____ Cell Phone: _____
Email: _____
Attorney: _____ Phone: _____

Name(s) and age(s) of child(ren):
Name: _____ DOB: _____ Name: _____ DOB: _____
Name: _____ DOB: _____ Name: _____ DOB: _____
Name: _____ DOB: _____ Name: _____ DOB: _____

Special needs of the child(ren): *(If any)*

Do you have a court order for:
Supervised Visitation: Supervised Exchanges:

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**EXCHANGE AND VISITATION RIGHTS AND RESPONSIBILITIES
AGREEMENT**

1. PARTIES:

Provider:

Child Supportive Services, Inc.
(Herein after referred to as CSS)
A non-profit Corporation
1538 Shaw Avenue
Clovis, CA 93611
(559) 299-9232

Parent/Custodian:

Name (Herein after referred to as Parent/Custodian)

Address

Telephone number

2. PARENT/CUSTODIAN OBLIGATIONS PURSUANT TO THIS AGREEMENT

- a. A one-time registration fee of \$30.00 will be due and payable at the time of registration.
 - i. If a parent/custodian is inactive for six (6) months or longer, a new registration must take place in order to resume services, including any applicable fees.
- b. A fee of \$30.00 will be charged for each custody exchange as ordered by the court or pursuant to a private custody exchange agreement, if no court order. Same day custody exchanges will also be charged at \$30.00 dollars per custody exchange. In the event there is no court order or the court order does not specify payment allocation, each Parent/Custodian shall be responsible for one-half the cost of said custody exchange services, unless otherwise specified by mutual agreement of both Parents/Custodians.
- c. A fee of \$40.00 will be charged per hour for supervised visitation services as ordered by the court or pursuant to a private supervised visitation agreement, if no court order. In the event there is no court order, or the court order does not specify payment allocation, the visiting party shall be responsible for the full cost of said supervised visitation services, unless otherwise specified by mutual agreement of both parents.
- d. All fees are to be paid prior to services being rendered pursuant to this agreement. CSS reserves the right to refuse services in the event that no payment is made at the time of or prior to any scheduled services. CSS may also suspend services in the event that any Parent/Custodian has accrued any balance owing.
- e. Payments can be made in the following forms:
 - i. Cash
 - ii. Money Order/Cashier's Check
 - iii. Credit Card (Visa/MasterCard)
- g. Parents/Custodians must provide CSS with at least twenty-four (24) hours' notice for any cancelation or rescheduling of services. Failure to comply with this policy will result in the canceling Parent/Custodian being charged the full amount of fees for the canceled and/or rescheduled services.

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- i. Parents/Custodians with any services scheduled on a major holiday must provide CSS with at least seven (7) days' notice for any cancelation or rescheduling.
- h. Any Parent/Custodian who fails to appear for any scheduled services will be held responsible to pay the full amount of fees for those services. Failure to appear for any scheduled services may also result in suspension or termination of services.
- i. Parking: (Staff will designate which one to mark with your initials)

___ Parent/Custodian and any third parties shall ONLY park on the West side of the parking lot and enter and exit through the designated door on the West side of the CSS facility.

Or

___ Parent/Custodian and any third parties shall ONLY park on the North or East side of the parking lot and enter and exit through the designated door on the South side of the CSS facility.

- j. Parent/Custodian shall provide CSS with and maintain current copies of any court orders relevant to any services being provided by CSS, such as custody and visitation orders, and restraining orders.
- k. Parent/Custodian shall provide CSS with and maintain current copies of their valid photo ID or driver's license, as well as valid and current driver information for all persons responsible for transporting the child(ren) to and/or from CSS, including driver's licenses, vehicle insurance and vehicle registration, for each driver and each vehicle. If these requirements are not met, CSS may require other transportation arrangements, including, but not limited to, contacting another transporting party, or utilizing public transportation or taxi services. Further, CSS may inspect any vehicle for appropriate child safety seats, if applicable.
- l. Parent/Custodian must provide CSS with and maintain current contact information, including an emergency contact phone number. Failure to do so may result in suspension of services.
- m. CSS does not provide any childcare services, and therefore requires at least one Parent/Custodian or other assigned guardian to be with the child(ren) at all times while at CSS. Said Parent/Custodian or other assigned guardian shall at all times monitor and control their child(ren) to prevent injury to themselves, to others, or to any property.
- n. **UNDER NO CIRCUMSTANCES WILL CSS TOLERATE OR ALLOW ANY SERVICE OF LEGAL/COURT DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, NOTIFICATION OF DRUG TESTING REQUIREMENTS, WHILE AT CSS OR ANYWHERE ON CSS PROPERTY. CSS PROPERTY IS A NEUTRAL PLACE FOR CUSTODY EXCHANGE OR SUPERVISED VISITATION SERVICES, WHICH NEUTRALITY IS NOT TO BE VIOLATED. ANY SUCH SERVICE OF LEGAL/COURT DOCUMENTS ON CSS PROPERTY WILL BE GROUNDS FOR IMMEDIATE TERMINATION OF SERVICES FOR THAT CASE. IN THE EVENT THE PARTY SERVED WOULD LIKE TO CONTINUE CUSTODY EXCHANGE OR SUPERVISED VISITATION SERVICES WITH CSS THE PARTY RESPONSIBLE FOR SERVING THE DOCUMENTS WILL BE CHARGED A FEE OF \$50.**

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3. CSS OBLIGATIONS

- a. Provision of supervised custody exchanges and supervised visitation in a neutral, controlled and monitored environment.
- b. Separate entrances/exits and separate waiting rooms for custodial and non-custodial parties.
- c. Documentation services may be requested by Parents/Custodians or their attorneys. Such requests will be prepared in the order they are received.
 - i. Requesting parties shall post a minimum \$50.00 payment at the time of request for documentation services, **NO EXCEPTIONS**, which will cover up to five (5) typed pages. Each additional page thereafter is \$10.00.
 - ii. Upon delivery of any requested documentation, the corresponding request shall be considered closed, and any further documentation must be paid for and processed as a new request.
 - iii. Requests can be made for one (1) or all of the following:
 - 1) Supervised Custody Exchange or Supervised Visitation Notes.
 - 2) Letters prepared on official CSS letterhead.
 - 3) Attendance Log.
 - iv. Each documentation service requested shall be subject to its own separate fees.

4. GENERAL PROVISIONS

- a. Grace period for performance of service. CSS provides all Parents/Custodians with a fifteen (15) minute grace period for all scheduled service appointments. If a Parent/Custodian is late to a scheduled service appointment that has not been formally canceled or rescheduled, the waiting Parent/Custodian will not be allowed to leave CSS before the end of this grace period. If the waiting Parent/Custodian chooses to leave CSS at the end of this grace period, CSS will not guarantee availability for rescheduling of services, nor be involved in arranging or facilitating any services away from CSS.
- b. Late fees. If a Parent/Custodian or other assigned guardian is more than fifteen (15) minutes late and the waiting Parent/Custodian or other assigned guardian chooses to continue waiting past the fifteen (15) minute grace period, there will be a late fee charged to the late Parent/Custodian of \$10.00 per additional fifteen (15) minute time period, rounded up to the nearest fifteen (15) minutes, in addition to any other fees that Parent/Custodian is responsible to pay.
 - i. In supervised visitation cases, if the custodial party is late to a scheduled supervised visit, CSS Staff will, if available to do so, add the amount of time that Parent/Custodian is late to the supervised visit. However, if the visiting party is late to a scheduled supervised visit, no time will be added to the supervised visit.
- c. Overtime fees. Scheduled supervised custody exchange and supervised visitation services are allotted a certain period of time for the facilitation of said services. Therefore, any Parent/Custodian or other assigned guardian causing a supervised custody exchange to take longer than fifteen (15) minutes, or any Parent/Custodian or other assigned guardian causing a scheduled supervised visit to take longer than its scheduled time, will be charged a fee of \$10.00 per additional fifteen (15) minute time period, rounded up to the nearest fifteen (15) minutes, in addition to any other fees that Parent/Custodian is responsible to pay.
- d. Maintenance and cleaning fees. Any Parent/Custodian, their child(ren) while in their custody, or any of their third parties or guests, who causes any significant damage to CSS property that requires replacement or maintenance, that Parent/Custodian will be charged a maintenance fee of \$50.00, in addition to any other fees that Parent/Custodian is responsible to pay. Any Parent/Custodian, their child(ren) while in their custody, or any of their third parties or

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- guests, who causes CSS property to require more than ordinary cleaning and does not make an effort towards that cleaning, that Parent/Custodian will be charged a cleaning fee of \$15.00, in addition to any other fees that Parent/Custodian is responsible to pay.
- e. Modifications to any scheduled custody exchange or supervised visitation services. Any and all temporary modifications or changes to a custody exchange or supervised visitation schedule, once set, must be communicated to CSS by both Parents/Custodians and must be approved by CSS. Failure to communicate any such modifications or changes to CSS and obtain approval for said modifications or changes resulting in a missed custody exchange or supervised visit will result in both Parents/Custodians being charged the full amount of any fees associated with said custody exchange or supervised visit. Further, so long as each parent is in compliance with the terms of this agreement, CSS may, at its sole discretion, allow the parties consistent with the terms of any court order, to modify, change or provide for any unscheduled or emergency custody exchanges or supervised visits. Any permanent modifications or changes to a court order as agreed to by the Parents/Custodians must be allowed by said court order and must be submitted to CSS in writing, signed and dated by both Parents/Custodians and notarized, or made by a law enforcement agency such as the Fresno Police or Sheriff's Department or a Judge of the Superior Court. It is not CSS's responsibility to secure any modifications or changes nor will any be honored unless the abovementioned prerequisites are met.
 - f. Prohibition of bringing unauthorized persons to CSS. Parent/Custodian must not, under any circumstances, bring any person(s) prohibited by any court order or restraining order to a scheduled custody exchange or supervised visit. If any third party is present at CSS during a custody exchange or supervised visit who is not prohibited from being present, the Parent/Custodian whom they are with shall be held responsible for that third party's conduct and adherence to CSS's policies and guidelines.
 - i. In cases of supervised visitation, CSS will allow visiting parents to bring their biological or adopted children, ages 17 and under, to visit with their siblings, except where prohibited by court order or other mutual agreement between the Parents/Custodians. No other additional visitors will be allowed unless provided for by court order or by written consent of the custodial party.
 - g. No alcohol or other drugs. Parent/Custodian shall not under any circumstances be under the influence of any alcohol nor non-medically prescribed drugs while at CSS, nor shall he/she bring any alcohol or non-medically prescribed drugs on CSS property. Parent/Custodian shall take any and all reasonable measures to police their guests, agents, representatives, employees, etc. to ensure that any such person(s) entering CSS property are not under the influence of or bringing any alcohol or non-medically prescribed drugs on CSS property. If a Parent/Custodian or third party is suspected of being under the influence of any alcohol or non-medically prescribed drugs, CSS may cancel any scheduled custody exchange or supervised visitation services, which may result in cancellation fees. Further, CSS will contact law enforcement to report any Parent/Custodian or other assigned guardian suspected of transporting the child(ren) while under the influence of any alcohol or non-medically prescribed drugs.
 - h. Compliance with the law. Parent/Custodian shall comply fully with all local, state and federal laws currently in effect or that may come into effect during the rendering of services pursuant to this agreement.
 - i. Confidentiality. Personal/private information, such as addresses, phone numbers, etc. will be held in confidence. However, any information contained within CSS' documentation, such as exchange or visitation notes, call history reports, etc. will not be considered private, and therefore will not be held in confidence.

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- j. **Hold Harmless.** Parent/Custodian shall indemnify and hold harmless CSS and its agents, employees and representatives against and from any and all claims arising from Parent's/Custodian's use of CSS services and property, or from any activity or other thing done, permitted or suffered by the Parent/Custodian or child(ren) on or about CSS property. Parent/Custodian shall further indemnify and hold harmless CSS and its agents, employees and representatives against and from any breach or default of Parent's/Custodian's obligations stated in this agreement, or arising from any intentional or negligent act of the Parent/Custodian or any intentional or negligent act of Parent's/Custodian's children, authorized or unauthorized guests, invitees, officers, members, agents and representatives.
- k. **Assumption of Risk.** Parent/Custodian voluntarily and knowingly assumes all risk of damage to their person, their child(ren), their guests and their personal property that may occur on or around CSS property as a result of custody exchange activities and/or supervised visitation which are being conducted on CSS property. Parent/Custodian shall give prompt notice to CSS of any and all injuries to any person(s) or property that occur on CSS's premises.

By signing below, you agree that you are aware of all of these policies contained herein and agree to fully adhere to said policies, acknowledging your rights and responsibilities pursuant to this agreement.

Parent/Guardian

Date

CSS Staff/Volunteer

Date

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**SAFEWATCH Supervision Services
Supervised Custody Exchange and Visitation Guidelines**

I, _____, have received a copy of the following custody exchange and supervised visitation guidelines, which have been reviewed and explained to me by the undersigned Staff member.

The following policies and procedures must be followed by all parties:

1. CSS Staff must be present at all times during all custody exchanges and supervised visits.
2. Parents/Custodians or their third parties should arrive at CSS at least five (5) minutes prior to the scheduled custody exchange or supervised visitation time.
3. There is to be no loitering outside the facility, including waiting in a vehicle.
 - a. In supervised visitation cases, the Parent/Custodian or other assigned guardian responsible for transporting the child(ren) may choose to wait in their designated waiting room during the supervised visit, or they may choose to leave and come back.
4. The following must be avoided by all parties:
 - a. Inappropriate touching of the child(ren)'s body, including physical discipline of any kind;
 - b. Inappropriate demands for physical contact;
 - c. Use of foul language;
 - d. Shouting or yelling at anyone;
 - e. Threats of physical abuse or violence to anyone;
 - f. Visiting parents must not attempt to move the child(ren) away from the sight and/or hearing range of Staff member supervising their visit.
5. Parents/Custodians and their third parties must completely avoid anyone on the opposing side of their respective custody exchange or supervised visitation case.
6. CSS will not allow the exchange of any personal correspondence or messages between opposing parties, whether by means of the child(ren) or CSS Staff. Staff will only allow the exchange of information regarding the child(ren)'s medical, dietary or school needs, as well as any appropriate items such as toys or games belonging the child(ren) that are approved by the Parents/Custodians and by CSS Staff.
7. Parents/Custodians will be held responsible to meet the needs of the child(ren) while in his/her care, including medication(s), food, entertainment, or diaper bags and relevant items.
 - a. In supervised custody exchange cases, parents will be expected to exchange all necessary medication(s) with the child(ren).
8. Parents/Custodians must not discuss anything court related or share any court documents with the child(ren) or make promises to the child(ren) about any future living arrangements, timesharing, or visitation modification. Discussions and activities should focus on the present so as to avoid added pressure and/or disappointment of the child(ren).
9. Parents/Custodians will not speak negatively about the child(ren)'s other Parent/Custodian or his/her family in front of the child(ren) or with CSS Staff.

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10. Parents/Custodians must not question the child(ren) about the other Parent's/Custodian's whereabouts or activities, including any of their family members or other third parties.
 - a. Parents/Custodians should avoid any prolonged discussion involving the child(ren)'s custodial Parent/Guardian even when said discussion is initiated by the child(ren).
11. Parents/Custodians must not coach, lead, or otherwise attempt to manipulate the child(ren). Further, Parents/Custodians must not say or do anything that might in any way diminish the relationship the child(ren) have with their other Parent/Custodian. Doing so may result in a visit being ended early or in services being terminated.
12. Weapons or any items that could be used as weapons are not allowed at CSS.
13. All custody exchanges and supervised visits are scheduled between the hours of 8:00am and 8:00pm, Monday through Sunday, holidays included. Further, CSS is an appointments-only agency, and therefore does not guarantee availability to accommodate any unscheduled custody exchanges or supervised visits.
14. Parents/Custodians may take photographs during scheduled custody exchange and/or supervised visitation services, but must not take any photographs of or including any CSS Staff or any person(s) not involved with and on the same side of their case. Video recording will not be permitted during any custody exchange or supervised visit.
 - a. Further, any photographs, videos, notes, letters or cards, etc. brought into a supervised visit for the purpose of being exchanged between parents and children must first be shown to CSS Staff for approval and verification that they do not violate any agency policies or court orders.
15. CSS is a smoke-free environment. As such, Parents/Custodians or their third parties should refrain from smoking while on CSS property.
16. Parents/Custodians and children must speak English during any scheduled supervised custody exchange or supervised visit unless there is a Staff member present who speaks that Parent's/Custodian's or child(ren)'s native language.
 - a. In supervised visitation cases, all parties, including the child(ren), must speak loud enough for supervising Staff member hear. Whispering is not allowed.
17. The use of cellular phones and/or any other internet-connected devices is not allowed during supervised visitation. Tablets may be utilized while on "airplane mode" to watch previously downloaded movies and shows.
18. In supervised visitation cases, the visiting party may bring snacks, gifts and entertainment for the child(ren). Any gifts given to the child(ren) may be returned by the custodial party, however. Any entertainment brought into a supervised visit, such as movies/cartoons, music, video games, etc., must be age appropriate and must be approved by CSS Staff.
19. In supervised visitation cases, visiting parties must not make any permanent alterations to the child(ren) during supervised visitation, including but not limited to haircuts and piercings.
20. Non-compliance with any CSS policies or Staff directions or challenging the authority of CSS Staff may lead to termination of services, including but not limited to refusing to perform services for a single scheduled custody exchange or ending a scheduled supervised visit early.
 - a. Should CSS Staff find it necessary to refuse performance of services for a scheduled custody exchange, the Parents/Custodians may still be responsible to ensure the custody exchange does actually take place, including but not limited to rescheduling with CSS or by contacting appropriate law enforcement to assist in facilitating the custody exchange.

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- b. Should CSS Staff find it necessary to pause or to end a scheduled supervised visit early, Staff will exercise its authority, with the best interests of the child(ren) in mind, to do one of the following:
 - i. In consideration of the child(ren) being overly upset, Staff may pause supervised visitation and take the child(ren) to the custodial party responsible for receiving and transporting the child(ren). If the custodial party responsible for receiving and transporting the child(ren) has left CSS, Staff contact the custodial party to inform them that the supervised visit will be ending early and they should return to CSS as quickly as reasonably possible to receive and tend to the child(ren). Once the child(ren) are calm, visitation may be resumed.
 - ii. Pause supervised visitation, direct the visiting party or parties to return to their waiting room, and take the child(ren) to the custodial party responsible for receiving and transporting the child(ren). If the custodial party responsible for receiving and transporting the child(ren) has left CSS, Staff will contact the custodial party to inform them that the supervised visit will be ending early and they should return to CSS as quickly as reasonably possible to receive the child(ren).
 - iii. Stop supervised visitation, direct the offending visiting party or parties to leave CSS property immediately, and take the child(ren) to the custodial party responsible for receiving and transporting the child(ren). If the custodial party responsible for receiving and transporting the child(ren) has left CSS, Staff will contact the custodial party to inform them that the supervised visit will be ending early and they should return to CSS as quickly as reasonably possible to receive the child(ren).

By signing below, you agree that you have made aware of all of these custody exchange and supervised visitation guidelines contained herein and agree to adhere to said guidelines.

Parent/Guardian

Date

CSS Staff/Volunteer

Date