

## **Visitation and Exchange Service Guidelines**

### **A: Services**

- 1) The Healing Hearts program is operated by the Township of Ocean Department of Human Services and is a voluntary service provided to assist children and their parents and guardians. While the Healing Hearts Program intends to work cooperatively with the family in the best interest of the children, the guidelines set forth are not negotiable and if they are not followed services of this program may be terminated.
- 2) Healing Hearts offers a wide array of services to families with supervised visitation needs. The program attempts to enter into a trusting relationship with all parties in the best interest of the children. Our first goal is to develop a Service Plan that fits the needs of your particular circumstances. We will only provide services to those families with whom we come to agreement. Service plans may include supervised exchange, supervised visitation, educational visitation, and individual and group counseling.

### **B: Orientation and Intake**

- 1) In order to begin services at Healing Hearts, all parties must complete the intake and orientation process. All intake information, required documents, and payment for the Orientation Session must be received before an Orientation Session will be scheduled.
- 2) The Orientation will be scheduled with each of the parties (i.e. non-custodial parent and custodial parent or guardian) and with the child. It is the responsibility of each of the parties to insure they are available for an orientation session during normal working hours. It is the responsibility of the custodial parent to insure that the child is available for an orientation session which will be scheduled during non-school hours (if the child attends school).
- 3) Failure of any party to attend the orientation session will result in the forfeiture of the orientation fee. Arriving more than fifteen minutes late for an orientation session and/or the rescheduling of an orientation session with less than 24 hours notice will result in \$50 case management fee.
- 4) During the Orientation Sessions, the clinician will gather information that will assist the program in developing a services plan. That plan will make recommendations regarding the level of service we recommend and are prepared to provide to all parties involved. If any party chooses not to accept the recommendations, the program, at its own discretion may either modify the recommendations or not accept the case.
- 5) Once the intake and orientation session has been completed, and the service plan has been signed by all parties the scheduling letters will be prepared.

6) The Orientation Fee is non-refundable.

**C: How Exchanges and Supervised Visits Occur**

1) The Healing Hearts program utilizes both video recording and audio recording assist in documenting and assessing the interaction of adults and children during visits. These recordings are the property of the program. They will not be released to either party. In the event that a court order requests such electronic recordings, they will be analyzed and released to the court upon payment of the Electronic recording and analysis fee.

2) The Healing Hearts program will schedule the time of the drop-off and pick up for exchanges and visits. We will attempt to schedule mutually convenient times, and times in concert with any court orders. However, the time and amount of hours for visitations and exchanges for each family will be dependent on the availability of the resources of the Healing Hearts Program.

3) We are not able to arrange unscheduled visits or exchanges.

4) For both visitation and exchanges only one adult from each party may enter the Department of Human Services Building. There is to be no contact between the parties on Township property.

5) For supervised exchange services, the party receiving the child must arrive at the Human Services Office no later than fifteen minutes prior to the scheduled exchange time or the exchange will be terminated with no refund of the exchange fee. The delivering party is to arrive no earlier than five minutes before the exchange time and no later than five minutes after the exchange time. Late arrivals or cancellations without twenty-four hour notice will incur the exchange fee. Upon arrival at the Department of Human Services Office, the delivering party will sign the exchange log, leave the child with our staff, and immediately depart the premises. The receiving party will remain in the office for five minutes before leaving and will sign the log before doing so.

6) For supervised visitation services, the party visiting the child must arrive at the office no later than fifteen minutes prior to the scheduled visit or the visit will be terminated and with no refund of the visitation fee. The visiting party is to sign the visitation log and remain in the visitation room until the child is delivered. The delivering party is to arrive at the office no sooner than five minutes before the scheduled beginning of the visitation and not later than five minutes after the scheduled time. Late arrivals will result in administrative termination of the visit. Terminations or cancellations without twenty-four hours notice will incur the visitation fee. The child will remain with the visiting party until the delivering party returns to the office for pick-up. The delivering party is to return to the office at the exact time scheduled for pick-up, retrieve the child from the worker, sign the log, and immediately depart the premises. The visiting party will be dismissed from the center and sign the log five minutes later.

7) Only adults and children specifically authorized by the court or referring agency, and only those who have been through the Intake and Orientation process are allowed to discuss the case with staff, cancel or make appointments, transport, exchange, or be present during exchanges with the child. No more than three authorized adults may be present with the child during a visitation.

**D: Cancellations and missed visitation/exchanges**

1) For any service provided by the Healing Hearts Program, it is expected that the office receive at least 24 hour notice of any cancellation. Failure to provide such notification will incur the full fee for the service (payable in advance of the next scheduled service).

2) In the event of a child's illness that would preclude a visit or exchange, the delivering party must notify the center at least two hours in advance of the cancellation. On the first such occasion, the fee will be waived. Second and subsequent instances require documentation from a physician indicating explicitly "Child may not attend visitation".

3) Changes in visitations/exchange requirements from the court are to be transmitted to the program immediately by both parties.

4) In the event that the Healing Hearts Program must cancel a visitation, notification will be made as early as possible and attempts will be made with each party to reschedule at a mutually convenient time within the same week.

5) Two consecutive missed visitations or exchanges will result in the removal of the case from the schedule. Rescheduling will be subject to program availability. A suspension of service for eight weeks will result in the closing of the case and a repeat of the intake process and Orientation fee for additional services.

6) The Healing Hearts program will not communicate information from one party to the other regarding cancellation, that is the responsibility of each party in a manner predetermined by the parties or the court.

**E: Interaction during the exchanges and visitations**

1) Parties are expected to take care of and be responsible for supervising the children's behavior during visits and exchanges. Parties are expected to set limits and discipline appropriately when needed, however physical discipline of any type is not allowed. Children should not be allowed to interfere with other business being conducted at the Department of Human Services, harm people or property, or engage in any inappropriate behavior. Families are expected to pick up after themselves and leave the visitation room as they found it.

- 2) Children that are potty trained will use the restroom privately without the visiting party. If a child is in diapers or pull-ups a supervisor will remain with the visiting party during diaper changes. All contact between the visiting party and children must remain supervised.
- 3) During supervised visits, parties are expected to interact with children in a positive and supportive manner. Any communication or behavior that is, in the opinion of the supervisor, emotionally or physically threatening to the child will not be allowed. Profanity, derogatory comments, or comments which paint other parties in a negative light will not be allowed.
- 4) Conversations with the child should be natural and directed by the child's interest, focusing on the here and now rather than future possibilities. Interrogation of the child about their custodial home or the other party, or matters concerned with pending litigation etc. is not allowed. The judgment of the supervisor will be final in determining the appropriateness of the conversation.
- 5) The agency clock determines the correct time concerning appointments and services.
- 6) The program has the right to terminate individual sessions and suspend or cease future services if in their judgment it is in the best interest of the child, the parties, or the program to do so. Issues that may result in the termination of services include but are not limited to:
  - Ongoing contact appears too stressful or traumatic for the child.
  - The program cannot effectively address safety or other issues involved in the case
  - The case places undue demand on services or resources
  - A party harasses or threatens the staff of the program or others associated with the Department of Human Services.
  - One or both parties fail to comply with the conditions of service.
- 7) There is no smoking, illegal substance or alcohol use allowed at any time during the supervised visitation or exchange. Any party who appears to be under the influence of drug or alcohol will not be permitted to visit or exchange children or to drive on Township Property.
- 8) Weapons are not allowed in the office or on the grounds of the Department of Human Services. Weapons include but are not limited to guns, knives, tools, pepper spray, mace, explosives, toxic chemicals, acids or any other object to be used to harm person or property. The program reserves the right to search any party by frisking or other means and will notify the Ocean Township Police of any such concerns. Any infraction of this rule will be cause for immediate termination of services as well as criminal prosecution.
- 9) Threats or harassment of program staff will be cause for termination of services and criminal prosecution.

- 10) All staff are required by law to report any reasonable suspicion of child abuse or neglect. This includes physical, sexual, or emotional abuse and physical neglect. We also will notify the police department and court of harassment, threats, or physical contact between the parties during visitation or exchanges.
- 11) The program reserves the right to change the conditions of the Services Agreement as the needs become clearer or change. That is particularly true in the event of either party's non-compliance with the conditions of supervised visitation/exchange.
- 12) All conversations between the visitor and the child must be audible to the supervisor and in English (unless arrangements have been made for supervision in a language other than English).
- 13) The program will allow only the exchange of the children and the items for the children that are required for the visit. The program may not be used to pass messages, exchange items, make support payments, or serve papers to the other party. Any attempt to do so will result in case management fees and possible termination of the service. The only exception to this is messages regarding the health of the child and medication, provided the message contains no other information. Such messages are to be given to the supervisor of visitation or exchange, who will inspect them and pass them on to the other party if appropriate.
- 14) Messages are not to be passed to the staff of the program through the children.
- 15) Gifts and/or money may not be given to the children during visitation.
- 16) Children may bring toys and games that they can carry with them to the visitation/exchange. The staff is not responsible for any article brought to the visitation or exchange.
- 17) Parties are not to place their hands on the children in any way that the staff deems inappropriate. Unless limited by the court, parties may have appropriate physical contact with children. Children may not be physically examined by parties during visit or exchange.
- 18) The staff is present to observe and record the behaviors and interactions between the adults and children. The supervisor may interact with either the child or adult(s) at the supervisor's discretion. Neither party should initiate involvement of the supervisor in conversation or activities.
- 19) At the supervisor's discretion, observation may take place with the supervisor present in the visitation room, through a one-way mirror, or by means of closed circuit video.

20) Meals for the children should occur before or after the visit. Appropriate snacks and beverages will be permissible, at visitation, provided both parties have agreed to the snack and does not cause a mess in the visitation room nor require plates, utensils, etc.

21) Video recording, audio recording or photography is not allowed during exchanges or visitation or on the premises by the parties. Please see information regarding the use of video and audio recording by the program.

#### **F: Fees and Communications**

1) All communication between the staff of the Healing Hearts Program and the parties will be provided by e-mail or fax or U.S. Mail to each of the two parties. Parties must choose a method of communication and inform the program. Any changes in method of communication, phone numbers, addresses, etc. must be reported within 24 hours to the program.

2) Our financial arrangements establish one family account. The person responsible for the family account is the visiting party (i.e. non-custodial party). If the court or other arrangement has deemed that both parties share in the cost of the Visitation and Exchange Program, it is the responsibility of the visiting parent to insure that he/she receives the portion of the payment he/she is owed.

3) All payments are due in advance of the service in cash or check made payable to the Township of Ocean.

4) Notwithstanding the normal exceptions to confidentiality (emergency, child abuse, etc), in the absence of a signed release of information form the staff of the Healing Hearts program will not communicate with the attorneys involved or any other individual about your visitation and exchange services. In the event that you do request in writing the release of any information to your attorney, the appropriate case management fee will be assessed.

#### **G: Case Management, Records Requests and Other Fees**

1) Case management fees are charged for services noted above, as well as for non-compliance issues that require additional staff time. Case management fees will also be charged for contacts with parties and/or attorneys and other third parties to whom either party has released information. These fees will be due at or before the beginning of the next scheduled service. Services will be suspended until account is paid.

2) If any personnel of the Department of Human Services or volunteer associated with Healing Hearts is subpoenaed, there will be a charge to the issuing party of \$100 per hour, including travel time, with a non-refundable retainer of \$300. Payment of the retainer is due 72 hours prior to the scheduled court appearance. The fee applies to each court visit whether or not testimony actually takes place. In the event that the issuing

party fails to pay the court appearance fee, it will be assessed to the case account and is payable before the continuation of service.

3) Case management fees are assessed for the preparation of reports and documents when requested by either party. These fees are assessed to the case account.

4) Case management fees are \$60.00 per hour and are charged in increments of fifteen minutes.

**H: Concerns, Questions, Complaints**

1) Any concern, question, or complaints about the services being provided are to be addressed in writing to the Director of Human Services. The Director (or designee) will respond in writing within 72 hours of receipt. If the concern is such that it must be resolved before the safety and welfare of the child, the parties, or the program can be assured, services may be suspended pending resolution.

2) Parties may request an appointment to discuss issues other than the above mentioned concerns with either the case supervisor or the Director of Human Services. A thirty minute appointment will be made for such discussions and billed at the case management rate.

**I: Agreement**

These guidelines are not meant to be all encompassing, rather they are meant to establish minimal expectations for all parties. It is anticipated that with the cooperation of all parties the supervision and exchange experience can be a positive for everyone. We will treat everyone with respect and dignity and expect the same as we all work together in the best interest of the children.

I have read and received a copy of these rules. I understand the Healing Hearts and the Township of Ocean Department of Human Services reserves the right to modify and or add policies and rules as needed by the program in general, and that I will be notified of such modifications and may elect to continue with the service or withdraw from it based on my agreement. I further understand that my particular service plan may include other expectations, specific to me and my child. I understand that notice of non-compliance and/or termination of services will be forwarded to the court or referring agency.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Member

