



The Toby Center

For Family Transitions

CONTRACT: INTAKE (p. 1-4) AND AGREEMENT (p.5-9) FOR SUPERVISED VISITATION

Client Name (Print) X: _____ Date: _____

I am the AT HOME / AWAY PARENT / FOSTER PARENT/ OTHER _____

Age _____ Ethnicity: Afro-American _____ Hispanic _____ White _____ Caribbean _____ Other _____

Marital Status: Married/Separated/Divorced/Single/Other _____ Occupation: _____

Income: ___ above \$ 70,000 ___ \$ 60,000 to \$ 69,000 ___ \$ 50,000 to \$ 59,000 ___ 40,000 to \$ 49,000
___ 30,000 to \$39,000 ___ Less than \$29,000 ___ Indigent (Court Approved Status Only) ___ unemployed

Address {Street}: _____ {City} _____ {State}: {Zip} _____

Preferred Phone No. _____ Email _____

I have a court order for this service Y/N Both parents have mutually agreed on this service w/out court order Y/N

Referred By: _____ Court _____ Attorney _____ Case Manager _____ Online Search _____ Other _____

Attorney _____ Tel. _____ email _____

Visitation Intake & Orientation

We realize that, as a parent involved in the Family or Dependency Court system, you have many concerns. Toby Center Program 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 increased parental self esteem.

Toby Center staff considers this a partnership, and we do so with expectations and guidelines which are appropriate, and based on the standards of the Florida Clearinghouse on Supervised Visitation and the Supervised Visitation Network.

Array of Visitation Services

We offer Standard Visitation, Telephone visitation, Web-Based Visitation, and Therapeutic Visitation 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 Dependency Case Manager, or others authorized in the Court Order.

You may request Toby Center staff to appear as witnesses in any hearing you schedule. There are fees and protocols for obtaining this service. Details and instructions are available from Toby Center Administration, mschlegel@thetobycenter.org.

Settings

Visitation, or supervised parenting time, is as varied as the ages, emotional capacity and interests of our client families requiring these child access services. As the goal for your visitation as for most visitations is to obtain a normal, and unsupervised parenting time, then we will work accordingly to provide opportunities that are family friendly, emotional safe, and comfortable for all parties.

To help establish more comfort and trust, Toby Center staff will recommend that visitations begin in office like and classroom like setting. As we monitor the comfort levels and determine the children's abilities and desires for more enjoyable, stimulating and creative settings, Toby Center staff will suggest other family friendly settings within the

community. Restaurants, children’s museums, park and recreational activities, miniature golf, ice cream treats, mall excursions, these are among the variety of locations that children have enjoyed and which, are normal environments for many children.

The Toby Center staff follows court orders and will accommodate the needs of the parties as outlined in those orders.

The Toby Center reserves the right to make the final decision of location and time. We will do our best to accommodate our client families.

As the court is most concerned with the Child’s Best Interests, then we will expect that each parent/guardian will comply with this goal. It is therefore expected and requested that all adult parties participate in the selection process for visitation locations. Any perceived attempts to interfere, or obstruct with location selection will be duly noted, and reported to all counsel, GAL, and the Court.

Social research shows us that when children are happy, they will thrive in all aspects of their lives. Their emotional, physical and spiritual health are interrelated (Preserving Family Ties, An Authoritative Guide to Divorce and Child Custody, by Dr. Mark Roseman, Feb. 2018, WestBow Press).

You are therefore expected to abide by the protocols and rules of the Toby Center Administration so we can help you improve your children’s present and their future.

Additional Toby Center Services

**Therapeutic Visitation * Supervised Visitation * Parent Coordination * Family Mediation *Counseling and Family Therapy*

Frequency of services:

Your visits will be scheduled to best accommodate the time and location needs of all parties. Typical supervised visitation order is for one 2 hour visitation per week. The amount of hours per visit and the amount of visits per week can change based on your Court Order, agreement, GAL or other authority. Toby Center staff are flexible and will be happy to work out a schedule with you based on transportation availability, working schedule and children’s school and social routines.

I request that my visitation be scheduled as follows:

	Beginning Time	Ending Time
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

Populations served

All our families have children from different home life experiences as in divorce, or other court mandated situation. Many have children in temporary custody with other family members, a parent, or who have been sheltered and/or adjudicated dependent and placed in foster care or other family homes. New families come into our services from many sources, as from Court, agency referral, or mediation or other agreement between the parents.

Service Coordination

All questions, concerns, and communication about scheduling of regular visits and/or scheduling make-up visits should be done through your Counsel, applicable Case Manager or may be done by calling the Toby Center office to speak with Program Director. If you need to cancel a visit this must be done at least 24 hours ahead of 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.

Client Name **X** _____ Signature **X** _____ Date _____

Toby Center Rep. _____ Signature _____ Date _____

Qualifications of Staff

The Toby Center staff have completed training and orientation, based on the research and guidelines of the Florida State University Clearinghouse for Supervised Visitation and the Supervised Visitation Network. Each monitor has passed a formal security background check and often bring a personal background with divorce and parenting experience.

All Visitation Monitors have *at least* a high school diploma and experience working with children and families.

The Therapeutic Visitation Counselor has *at least* a Master's Degree in Mental Health Counseling, Marriage and Family Therapy, Psychology, or other mental health license, and experience working with children and families.

How we can Help Your Family

Our services are here to help you keep a meaningful relationship with your children throughout your court ordered supervised visitation directed from Family Court or the Dependency Court process. The Visitation Staff is well qualified and trained to help parents and children on their path toward healthier interactions and relationships. We believe in our ability to help you and hope that you will find success within our services.

The Visitation Staff has a commitment to providing services in a manner that is welcoming and appropriate to the special needs of children and family members. We recognize that many of our families may have been traumatized or deal with high-stress situations. Our goal is to help ensure family members *feel safe* while they are in our facilities.

We strive to establish a relationship of trust and cooperation between family members and staff. We accomplish this by encouraging involvement and choice. All services are delivered in a 'home like' atmosphere or family activity in order to facilitate the healing process of the family's relationships while keeping the children safe.

Confidentiality Policies

Client records are confidential and protected by Toby Center's confidentiality policies. Records are retained in a supervised and locked area in each affiliate regional office of the Toby Center Visitation Program. Each party's personal information will not be available for sharing with the other party or their counsel. However, Your records are available to the Court, your Attorney, your Dependency Manager, and the Guardian ad Litem, if one has been appointed.

Possible Conflicts of Interest:

Because of the broad range of work experience and professional roles held by the Visitation Staff, there may occasionally be a conflict of interest. "Conflict" is a technical term that simply means a staff member knows a visiting family member from some place outside of work. They could be friends, go to the same church or be related in some way. In those circumstances, we want to preserve the relationships that our families have and make sure that outside and inside relationships do not mix. If this circumstance occurs, we will notify the family member, counsel, GAL and any important parties including any affiliated Dependency Case Manager of the possible "conflict" and create a plan to resolve it.

Gifts and Social Invitations:

Toby Center protocol prohibits staff from accepting gifts, dinner invitations, and any other social kindnesses normally found within a friendship circle. Staff must always demonstrate neutrality and will therefore and must kindly refuse any efforts from clients to acknowledge staff's work with gifts and other demonstrations of appreciation.

Staff Motivation:

This is heartfelt work, and that we are seeking to perform the orders of the court to improve relationships with their children and to assist parents in reducing their hostility are our highest calling.

Emergency Procedures:

In the event of an emergency such as a fire or medical emergency please speak directly with visitation staff. We have first aid kits. Staff will point out procedures in case of an emergency, and refer to exit information posted on the walls throughout the building or on an elevator.

Children's Medical Needs:

My child has the following medical condition (or dietary restriction)

Please be sure to notify staff of medical concerns or protocols required for your child's condition. If custodial parent, you are requested to please complete the Child Intake form.

Reporting of Visitation Information about Performance and Outcomes:

The Visitation or Family Monitor completes a Field Report and Field Narrative during your visit. This information is saved in your client file records and may also be submitted electronically to your Counsel, Dependency Case Manager or other authorized representative for filing with the respective Court. Your personal information is safe guarded from each party in the visitation. Field notes and Field Reports are confidential to the extent that only the parties to the visitation including legal counsel, agency management, GAL and other Court representatives involved in the matter may have access.

Field Reports are objective reports that are immediately available to both parties or their counsel if represented. There is no charge for Field Reports. If agency referred, your Field Report will be shared directly with the agency. ** Field Reports are available as long as client fees are current.

Field Narratives are field notes taken by the staff monitor. These narratives are usually handwritten and generally not available to either party unless requested by Subpoena to the Field Monitor. There is a required fee for processing the narratives. This fee includes a processing charge of \$25 plus \$1.50 per page and must be prepaid.

You are able to request copies of your records solely through subpoena and prepaid as explained above. For further information, contact Meredith Schlegel, Director of Administration, 855-862-9236.

As an affiliate of FSU's Clearinghouse, The Toby Center Supervised Visitation Program may participates in a statewide resource database that stores the participant's name, date of birth, client file number. Our access to this database allows us to generate valuable reports that are used to enhance the quality of visitation services and court policy statewide.

Ending Services

Families typically end services with the Visitation Program for one of the following reasons:

- The Visitation Program Director in conjunction with the Family Monitor determine that the family no longer meets the eligibility criteria. If the Visitation Director does not believe the children or family are able to visit comfortably or safety cannot be guaranteed, services may be discontinued at that time.
- The Dependency Case Manager and/or the Dependency Court has determined that another level of care in the community better suits the family needs, such as third party supervision, unsupervised visits, or reunification. This determination is based on completion of the Dependency Case Plan, Parent Coaching Plan, or other factors delineated by the Court.
- The visitor and/or child drops out of the Visitation Program as shown by frequent missed visits or a lack of interest in continuing services according to the Parental Agreement and/or Parent Coaching Plan.
- A parent comes to the Visitation Program under the influence of drugs, alcohol or otherwise in a condition which puts staff and children at risk.
- Client fee payments are delayed.
- Visitation is considered a "Successful Visitation" and occurs when a family is no longer in need of services according to the Court Order, GAL, Dependency Court Manager or the Court. Also, the Visitation Staff have determined that the client family has followed the Supervised Visitation Agreement agreed upon at the beginning of services.
- Persistent request for Toby Center and Staff to violate standing Court Order of the Court or agency instruction.
- Continued disregard of Toby Center rules and disregard to instructions given by Toby Center staff.
- If there is attempt to bring in visitors other than named in the Court Order or approved by the Custodial parent.

- If attempt to pick up child by a third party who is not named, not otherwise authorized.

Input and Grievance Policies:

Your Visitation Monitor, Regional Coordinator, or Toby Center Executive Director is available for any comments or concerns regarding visitation policies, staffing, or safety concerns. You may file a grievance if you have concerns you do not believe are being addressed or you feel there has been a problem with your case need. All grievances must be in writing and may be emailed, faxed, or mailed to applicable Toby Center regional office.

The visitation staff may be required to offer you input during, before, or after your visits. This information may also be shared with your Dependency Case Manager. You are welcome to request input and assistance from the visitation staff at any time to i.e., prevent violation of R.O. (restraining order), and improve safety conditions during the visitation, etc.

Costs of Services:

The Visitation Program charges fees to both parties unless otherwise predetermined. There is also a separate intake and orientation fee which must be paid separately and prior to the start of Visitation. Intake fee is \$90 per parent. Visitation fee is base on sliding scale, contingent upon the income of the visitation parent. Proof of income is required, i.e., pay stub, annual tax filing, other. There is an additional contract stating intake, visitation fee and payment method.

VISITATION SCHEDULE

The Visitation Schedule will be based on the latest Court Order, MSA, or other agreement between the parties and or their representatives.

In the absence of a Court Order, then the Toby Center will recommend and have final approval for the meeting times and locations for the visitation sessions.

Any obstruction to the visitation schedule by either party will be immediately shared with their representatives, attorneys, GALs, Court Judge or Hearing Officer, or case manager if involved.

Parent/Party Initials X _____ Parent/Party Signature X _____

***Research has proven that a child will thrive when both parents are involved in their children’s lives. Therefore, any effort by one or other of the parent/custodial parties to interfere with visitation is damaging to the child. It will also be immediately reported to all parties in the case, including Court and representatives.*

I understand these rules above. They have been explained to me in face to face meeting or on the telephone. I have asked questions where I needed more understanding and they have been answered to my satisfaction.

Client signature X _____ Date _____

Toby Center Staff (Print) _____ Date _____

Supervised Visitation Agreement

Your visits are scheduled based on court order, or other agreement including the cooperation of your Dependency Case Manager if you have one. This is to help provide structure and guarantee the most meaningful visits for you and your family. The program is committed to assuring that scheduling occurs in compliance with your orders and that you are able to take full advantage of your family time together.

All visitors must commit to the following procedures:

1. Visits must be on time. I understand that visits will be canceled if late more than 15 (fifteen) minutes. If I am more than 15 minutes late, I may need to pay the Toby Center for the session even if the session will be cancelled.

2. I agree to contact the appropriate Toby Center Regional Office or my Visitation Monitor at least 24 hours before a visit if I cannot attend. I will be liable to pay the Toby Center for this missed visit before I may reschedule the next visitation session.

3. 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.

X _____ Initial Here My initial here confirms that I understand the cause for additional payment due to inconveniencing of all parties including my child(ren), their other parent and the Toby Center.

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 as a safe place for you to have the most meaningful visits possible.

All visitors must agree to the following policies:

4. I agree to only visit with my children where the Toby Center monitor has directed. Encounters with the other parent or related parties in the parking lot, lobby, etc. are not allowed. The Toby Center staff may call the nearest police or sheriff's department if there is any altercation, argument and inappropriate behavior.

X _____ Initial Here I understand the safety of my children are most important.

5. I agree not to discuss adult matters in my child's presence such as court proceedings, living arrangements, or unsupervised visits.

6. 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.

7. I understand that only persons authorized by Toby Center staff will be allowed to participate in visiting sessions; and that I am responsible for gaining approval from my visitation monitor **before** I may bring any additional visitors to the center.

8. I understand that the visit will be canceled if I am suspected of using abusing substances, arriving on site in a drug adduced or intoxicated condition.

9. 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 an evidence of abuse or disrespect of the child.

10. I agree to refrain from confronting any Toby Center staff member. I will refrain from profanity, threats, and interruptions of visitations. Any disregard of Toby Center rules and evidence of inappropriate behaviors will be documented in the client file and reported to the Court.

11. I understand that all conversation must be audible to the visit facilitator. No whispering or attempts to hide conversation. Also, if a child needs assistance with toileting from a parent, the bathroom door must be open to conform to supervision standards.

12. I understand that I am responsible for my child's behavior during the visit. If my child's behavior is beyond my control, the program has the authority to terminate the visit.

13. I will not bring any weapons, animals, or pets to the visitation center.

14. 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.

15. I understand that the program has sole discretion to remove me from the visitation schedule or terminate a visit for **any** reason failure to adhere **strictly** to the visit schedule or rules, inappropriate or threatening behavior, signs of trauma to the child. In such circumstances, the program will retain care and custody of my child until the child is returned to the other parent/guardian and my visits at The Toby Center may be suspended until reviewed by the court.

16. 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.

17. 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.

18. I understand that my visits may be monitored remotely from a video camera. Interactions viewed on this video camera can be used in decisions to end visits.

19. At times, a second monitor may accompany the visitation. This is either for advanced training, or periodic observation to assure compliance by all parties.

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:

20. I agree that my visitation file is confidential but that the Court, if involved, my attorney, DCF, area CBC and the Guardian ad Litem, if one has been appointed, shall have full access to the file.

21. I understand that my file may be transmitted electronically through e-mail to the Court , if involved, my attorney, DCF, and the Guardian ad Litem, if one has been appointed.

22. 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 in our center.

23. I understand that no cameras or camera functions on cell phones may be permitted during visitation sessions unless authorized by the Toby Center staff, by Dependency case manager, GAL or agreed to by both parties.

24. Video and audio taping is not 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 purpose of use by both parent and child(ren).

Initial Here X _____ I understand that the visitation is to build a relationship between the child(ren) and visiting parent.

25. I understand that my cell phone must be turned off and that my cell phone cannot be "pulled out" at any time for any reason during visitation. Any violation of this protocol will require the handover of the cell phone upon entrance to the visitation.

26. I understand that I may not bring or use any sort of electronic communication device during my visits. This includes, but is not limited to, iPods, iPads, Tablets, or DSi systems.

The Visitation Center location may be shared by other families. 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:

27. I understand that there is to be no use of tobacco product, e-vapes or non-medicinals on the premises.

28. I agree to put all items back where they belong and clean up before leaving.

29. I understand that unless specified otherwise by my Case Manager, Toby Center Representative or Court order, I am to bring necessities that my child may need such as food, drink, and diaper bag.

30. 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 Toby Center directives.

X _____ (Initial) I understood that Court Orders take precedence over the wishes of all parties.

These rules and protocols have been presented and reviewed personally in an intake with a Toby Center Staff Member either remotely by phone or in person.

By signing this document, I acknowledge that I am aware this is an agreement for visitation services with the Toby Center, that I have and understand my rights and responsibilities. I will comply with this agreement unless otherwise modified by Toby Center management and agreed to by me.

X _____ Initial Here I understand additional Toby Center Staff may attend visitation sessions at any time for assistance and or training.

X _____ Initial Here 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.

X _____ Initial Here I understand that the Toby Center and staff are impartial to the visitation case. The Toby Center staff is neutral, and are concerned that both parents should be involved in the raising of their children in common to best of their ability.

X _____ Initial Here *I understand that the Toby Center retains neutrality, and makes no judgments or diagnosis unless conducted by a licensed therapist as in therapeutic visitation. Staff members do reserve the right to recommend therapeutic services should background research discloses that either adult party or child has experienced trauma which must be addressed so that visitation may be successful.*

X _____ Initial Here 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 Toby 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.

X _____ Initial Here I will not talk against the other parent to my child. I will encourage a safe and enjoyable Visitation and not block any activities my child will enjoy or otherwise control the child.

X _____ Initial Here The Toby Center 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.

“Research shows that child outcomes are maximized when both parents remain involved in their children’s lives.”

X _____ X _____ X _____
Name (Print) Signature Date

Toby Center Rep. Signature Date

Summary of Service Fees and Responsibility for Payment

This is a contract between the Toby Center and the parents/non-custodial/guardian or other party

Print X _____ Date X _____

I am solely/jointly responsible for payment of the visitation service and intake/orientation fees.

Signature X _____ Date X _____

- X _____ I understand that intake/orientation fees are to be paid in advance of scheduled visitation intake.
- X _____ I understand that visitation fees are to be paid at least 24 hours in advance of the scheduled visitation service.
- X _____ I understand that all fees are to be payable as court ordered or with other written agreement. Any written agreement must be provided the Toby Center for recording in the client files.
- X _____ Field Notes are available by subpoena. They must be paid for in advance, \$25 plus \$1 per page. Contact the Toby Center.
- X _____ I understand and agree with the Toby Center Fee and Payment Policy as indicated below.

Fees to be paid are as stated on the Toby Center website, www.thetobycenter.org (n/a if agency paid referral)

1. Intake Fees per party: (\$95 for non-clinical, \$120 for Therapeutic Visitation and Therapy, \$250 for Child Reunification)
The party responsible for the intake fees are: Each parent/Custodial Parent / Non-Custodial (circle one)
2. Visitation Fee (See Fee schedule online)
The party responsible for visitation fees are: Guardian/Custodial Parent/Non-Custodial (circle one)
Or, ____ 50/50 / Other Percentage Allocation: _____

Hourly Rate:

Hourly session rate is based on the visitation party providing proof of income. Proof may be check stub; tax filing; wage and salary agreement; disability paystub; court approved indigent status. Please refer to www.thetobycenter.org for occasional scholarships. You may invite an employer, friend or family member to pay for this expense. All sessions must be paid online in the Client Portal.

Based on current income and indigent documentation provided, your visitation fee schedule is: _____ hour(s) at \$_____ each. Total: \$_____

Payment Guidelines:

Credit Card or Debit Card Payments – **Only, unless preapproval for other payment method.**

X _____ **INITIAL HERE** All Payments must be made no later than 24 hours or more in advance of scheduled event. Non-payment will result in cancellation.

X _____ **INITIAL HERE** All events scheduled over the weekend (Saturday & Sunday) must be paid by the Friday prior to the event by noon. Non-payment will result in cancellation.

X _____ **INITIAL HERE** Any unpaid fees found at the conclusion of services with The Toby Center must be paid in order for Field Reports to be released.

Charge Backs and Late Fees: Checks which do not clear are charged \$35 standard bank fee. Any bank fee incurred by Toby Center must be paid prior to further visitations. No show and late cancellation fees will be charged to the parent at fault a minimum of 1 hour at billable rate. Late fee payment will be required prior to any further visitations.

Client Signature **X** _____ **Date** **X** _____

Please advise your Family Monitor, Therapist or other Toby Center representative of any additional concerns you may have following completion of your intake.

Do you want to join the Toby Center elist? Y/N What else can we help you with? _____

Witness Name **X** _____ **Signature** **X** _____ **Date** **X** _____

The Toby Center CEO and Founder, Dr. Mark Roseman has more than 20 years as a child advocate, and program administrator and child custody consultant. The Toby Center team is here to help all family members find a pathway to be the co-parents their children need and which research determines vital for their mental health.



From Our Founder:

Friends, we know this may be a challenging time for your family. Please know that many on our Team have had similar journeys, and have do our best to understand your immediate concerns. Use this time as an opportunity to use our skills and our guidance to assist you in achieving much improved relationships with your children, and with each parent. For though you may feel great anger and feel spiteful, you also have the capacity to put your child first. Let us help you achieve what the courts ask for, and which your child needs now. Vist our website, www.thetobycenter.org regularly for

resources to help in these challenging times.

Wishing you more joy, good health and contentment,

Dr. Mark Roseman

Dr. Mark Roseman
Email: mark.roseman@thetobycenter.org