



The Toby Center for Family Transitions

Member of The Supervised Visitation Network

Monitored Child Exchange

Circuit Court _____ Date _____
Case File Number _____

CLIENT NAME (First) _____ (Last) _____
Attorney Name _____ email _____
GAL _____ Case Manager _____
CHILD NAME _____

This service is requested by ___ Court Order ___ Other Agreement ___ Agency

Purpose:

Through Toby Center’s child exchange/visitation services, we attempt to provide you with a meaningful experience that assures both parents and children of emotional and physical safety, comfort and enjoyment through shared experiences.

We want to help you build confidence and increased parental self esteem. We realize that you, as a parent involved in the Family and Dependency Court system, you have many concerns. 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.

Staff mission is to help parents engaged in monitored child exchange so that they will build trust and improve their communications. Research shows that as parents, your mindful and cooperative parenting will provide your children the best outcome to thrive, and exceed in life.

The Toby Center has the tools to help you create a more viable co-parenting relationship. If you may need further assistance, ask us how we may help. Regularly visit our website for those resources www.thetobycenter.org.

Toby Center staff considers this a partnership, and we do so with expectations and guidelines which are appropriate, and based upon the guidelines of the Clearinghouse on Supervised Visitation which is based at Florida State University’s School of Social Work.

Child Exchange Settings:



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Toby Center staff will discuss with each parent and or custodial party what may be a convenient location for your child exchange requirement. The Toby Center staff member reserves the right for final approval of a location which provides all parties a family friendly, safe and comfortable environment for everyone. Center staff follows court orders and will accommodate the needs of the parties as outlined in those orders.

_____ I understand that if there is a current restraining order, I will provide copy of that to Toby Center staff and follow Toby Center and Court guidelines to assure that there is full compliance with the order.

Service Coordination:

Your child exchanges are scheduled upon court orders, your request, or other agreement. All questions, concerns, and communication about scheduling of these exchanges and/or scheduling make-up times should be done through by similar agreement.

Toby Center staff do not act as arbitrators or mediators unless we are hired to provide this service.

If you need to cancel a visit, please, this must be done at least 24 hours ahead of scheduled visit unless due to sickness or accident. Failure to contact your assigned Toby Center monitor in accordance with this will result in billing for the scheduled service and will be required payment prior to scheduling new appointment for visitation. Frequent and unnecessary cancellations will result in termination of the service and the Court will be notified.

The Toby Center may retain counsel where they may be inappropriate behavior and abuse of staff.

CONTRACT TERMS

By signing to these terms, I agree to all the following points.

1. I agree to participate in child exchange/visitation which includes the attached policies and rules to create a safe environment for parent- child interaction. I will follow these rules and if I am not certain of a rule, I will seek clarification before acting upon it. I recognize that the Toby Center family monitor is documenting all interactions and include neutral, non-judgmental observations of my behavior.



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These observations will be noted in a Field Report for each session, and are available to me, or my representative, and to the Court.

2. I understand that no one can participate in the exchange/visitation without court order or other agreement between the parties.

3. I will respect Court Orders for restraint and follow Toby Center staff instructions for transfer of the minor children.

4. I understand that responsibility for fee payment must be confirmed and that all fees must be paid no later than 24 hours in advance of the scheduled child exchange. Payments are conveniently made by credit card or debit cards on the Toby Center website in the Client Payment portal. Proof of payment must be provided the Family Monitor in order to proceed with the scheduled service.

5. I certify that the information given above is true and complete and I understand that misrepresentation and/or withholding of information will result in the rejection of this application or my dismissal as a client if discovered after service begins. I understand the court will be notified of this dismissal and that this may affect the visitation or custody of my children.

6. I understand that the Toby Center can make no promises or guarantees relating to child exchange/visitation or court matters. Further, I understand my client status may be suspended any time that I or any party feels or is endangered. I understand that any termination will be documented and that this documentation may be presented to the court.

_____	_____	_____
Printed Name	Signature	Date
_____	_____	_____
Toby Center Staff Name	Signature	Date

Qualifications of Staff:

The Toby Center staff are independent contractors who are vetted, have *at least* a high school diploma and experience working with children and families. All Family Monitors have completed Toby Center training and orientation, according to the Guidelines on Supervised Visitation provided by the Clearinghouse on Supervised Visitation at Florida State University and accepted by the Supreme Court of Florida (1999).



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The Therapeutic Visitation Counselor is experienced working with children and parents in this field of child custody and has a professional license as LCSW, MHC, Professional Counselor or Psy.D.

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 to facilitate the healing process of the family's relationships while keeping the children safe.

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 and the Dependency Case Manager of the possible "conflict" and create a plan to resolve it.

GIFTS, MEALS AND SOCIAL INVITATIONS

Toby Center staff are not permitted to accept gifts or social invitations and will remain impartial in all case responsibilities. We are honored to help your child and family with this service and are available to answer questions and make suggested referrals you may have need for.



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Emergency Procedures:

In the event of an emergency such as a fire or medical emergency we will immediately move our clients away from the dangers and or contact the appropriate municipal agency for help.

Information about Performance and Outcomes:

Toby Center Family Monitors complete a Field Report based on observations and concurrent Field Notes kept during the child exchange/visitation. Field Reports are the property of the respective Monitors and may be available to both parties, their counsel, and or other parties upon request to the Monitors. There is no charge for Field Reports. Therapists provide services in compliance with their professional license and Federal HIPPA guidelines.

The Field Notes or Narrative is also kept by the Family Monitor which documents observations, both heard and seen. Such a narrative helps the court understand the success of this process. Parties will also be advised through this narrative more specifics as to child's well being, accommodations and conditions of transfer of children and concerns expressed by any and all parties. Field Narratives are available through subpoena directly to the Family Monitor whose Field Narratives and notes are their own property.

If there is a concern, critical incident or other significant event, staff may notify the Court and or Counsel with a Status Report.

Ending Services

Families typically end services with the Toby Center Child Exchange/Visitation Program for one of the following reasons:

- Toby Center Administration finds that the service has been completed based on the duration specified in the court order.
- When parents agree stipulate to suspend due to amended Court Orders, or they, or they otherwise determine they no longer require the services.
- Toby Center Family Monitor or Program Director determines that the children or parents are unable to participate in the exchange without confrontation, or that safety cannot be guaranteed.



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- A parent repeatedly misses sessions, fails to adhere to Toby Center staff rules, does not pay, or demonstrates a lack of interest in continuing services according to the Court Order or Parenting Agreement.

Confidentiality Policies:

Your records are confidential and protected by Toby Center's confidentiality policies and the staff member's agreement. Your records are retained by the staff member providing the service and not shared with anyone unless by subpoena, judge's request, or signature of both parents. Therapeutic field notes or therapy notes are subject to Federal HIPAA Guidelines. If case is managed by an agency, the agency may be entitled to the field reports. Your records are available to the Court, Dependency Manager, and if involved, your attorney, and to the Guardian ad Litem, if one has been appointed.

Input and Grievance Policies:

If any party has complaints, comments or concerns regarding visitation policies, staffing, or safety concerns, you are asked to please discuss these with your Family Monitor. You should also reach out to the Regional Coordinator for assistance.

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.

Service Fees:

The Child Exchange/Visitation Program requires an intake for each parent and service fee per child exchange. The Service Fees below for the Monitored Child Exchange are subject to change. They are:

Intake Fee - \$95 per parent

Monitored child exchanges are:

Client Fee - \$69 per exchange (1 way exchange)

Indigent Fee - \$49 per exchange (1 way exchange)

Fees must be prepaid no later than 24 hours in advance of the scheduled service. Proof of payment needs to be provided the Family Monitor before the service may be implemented.



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Same day cancellations, no shows and late exchanges will be surcharged as follows:

1. No show is full fee payable by the party obstructing the monitored exchange. This will also result in reporting to the court.
2. Late arrival parent may forfeit the fee for the service.
3. Surcharges must be paid before rescheduling future child exchange.

Monitored Child Exchange 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 commits 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. Exchanges must be on time. I understand that monitored exchanges may be terminated after a 15 minute or other unexplained delay.
2. I agree to contact the Toby Center Administrative office 1-855-862-9236, ext.1 or my Visitation Monitor at least 24 hours if I need to change or otherwise cancel the exchange.
3. I understand that I will be removed from the schedule for three consecutive no shows and that unattended visits without adequate notice will be documented as no show. The Court may be informed of this.

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 parties must agree to the following policies:

4. I agree to engage only with my children. Encounters in a parking lot, lobby, etc. are not allowed unless agreed to in advance by all parties. Any and all confrontations may require alerting law enforcement. This may result in immediate termination of child exchanges facilitated by the



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5. I agree not to discuss adult matters in my child's presence nor criticize the other parent or family members such as court proceedings, living arrangements, or other visitation arrangements.
6. I agree to bring photo identification with me to each visit.
7. I understand that only persons authorized by Toby Center management will be allowed to participate in exchanges; and that I am responsible for confirming with the Toby Center of any change to persons picking up or dropping off my child. I will alert the Toby Center to such change and provide a photo ID for that party. I understand that my children will not be released to anyone without a photo ID and named provided by the guardian parent or their counsel.
8. I understand that the exchange will be cancelled if I am suspected of abusing substances.
9. I agree to use positive parenting while waiting with my child(ren). I will use no corporal punishment, harsh or degrading discipline and no profanity.
10. I understand that all conversations must be audible to the exchange monitor. No whispering or attempts to hide conversation.
11. I understand that I am responsible for my child's behavior during the exchange. If my child's behavior is beyond my control, the program has the authority to terminate the exchange
12. I will not bring any weapons, animals, or pets to the Toby Center designated exchange location.
13. I agree not to administer medication to my child at the exchange site without **prior** coordination with another parent or the child's Custodial/Caretaker.
14. I understand that the program has sole discretion to remove me from the schedule or terminate an exchange for **any** reason such as a) failure to adhere **strictly** to the visit schedule or rules, b) inappropriate or threatening behavior, and c) 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.



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15. I understand that a Toby Center staff member may call DCF or Child Protective Services to make a report if there is reason to believe the child had been physically harmed or is found to be abused, abandoned, neglected, or exploited.
16. I understand that family members will always park separately when dropping off and picking up their child, and that a 15-minute window is best to be followed for the child exchanges. *All parties will await the permission of the monitor for transferring the children. This may be done by text or phone call.*
17. I understand that my exchanges may be monitored remotely from a location's video camera. Interactions viewed on this video camera can be used in decisions to end visits.
18. Upon picking up or dropping off of children, I am expected to immediately depart from the location. I shall do everything to avoid contact with the other party, especially if there is a restraining order.

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:

18. I agree that my monitored child exchange 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.
19. 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.

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.

All visitors must agree to the following standards:

20. I understand that no cameras or pictures are permitted by either parent and or custodial party during the exchange unless authorized by the Toby Center staff or other agreement and confirmed by both parents or counsel.



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- 21. Any other unapproved video and audio taping by any other party for any purpose will be reported to authorities, all parties and the court.
- 22. **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 the exchange.**
- 23. I understand that I may not bring or use any sort of electronic communication device during my exchange. This includes, but is not limited to, iPods, iPads, Tablets, or DSi systems.

The child exchange location may be shared with other families who are in need of monitored child exchange services. 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:

- 24. I understand that there is to be no use of tobacco products on the premises.
- 25. It is understood that Court Orders take precedence over the wishes of all parties.

X _____ (Parent Initial)

I have completed this Child Exchange Agreement with one of the Supervised Visitation Staff. By signing this document, I acknowledge I have or will receive a copy of the Monitored Child Exchange agreement and understand my rights and responsibilities as explained herein.

I understand my responsibilities in the monitored child exchange and wish to provide the best example for my child in relating to the other parent, Toby Center, and or other members of the public who may occasion near the child exchange location.

If I have any questions, I may contact my Family Monitor or Regional Coordinator. If I have any grievance, I may notify the Toby Center Administration through mail, fax, or email (info@thetobycenter.org).

Parent/Guardian Name

Name (Print) _____	Signature _____	Date _____
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Toby Center Family Monitor

Name (Print) _____	Signature _____	Date _____
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