



VISITATION SERVICES CONTRACT AND GUIDELINES (updated & amended 100112)

ICU Investigations supervised visitation is centered on the best interest of the child (children). We also take into consideration of the needs of the visiting parent and the custodial parent. To participate, all parties must agree to the terms and conditions of this contract or be Court ordered to do so.

VISITATION SERVICES

ICU Investigations is required by law to report any reasonable suspicion of child abuse or neglect to Child Protective Services. This includes physical, sexual, or emotional abuse and physical neglect.

VISITATION

Visit times and locations must be agreed to by all parties or as Court ordered. All visits should be set up at least one week in advance (minimum 48 hour notice) and the total fees agreed to. All parties agree to arrive on time. The visiting party is to sign a visitation log. Visits will be terminated if a party has not arrived, or called within 15 minutes after the visit was scheduled to begin. All fees for the terminated visit will be owed by the no-show party.

No other person or persons may meet with, or speak on the phone with the children during visitation without the prior approval of all parties unless otherwise granted by a court order. Chance encounters in the community must not involve *any* interaction more than a brief greeting.

TRANSPORTATION

Parties shall meet where the visitation is to take place. Visit Supervisor shall not be required to provide transportation of the visiting parent or minor children. Should this be required, due to an extended visit of 2 hours or more in which going to multiple places is required for entertainment purposes; Or, in case of an emergency, **BOTH parties agree to hold the Visit Supervisor harmless in the event of any accident or injury that may occur that was not a result of the Visit Supervisors driving negligence.**

_____ custodial parent initials _____ non-custodial parent initials.

Additional fees may be charged to cover the cost of fuel or tolls.

INTERACTION DURING VISITATIONS

During supervised visits, parents are expected to interact with the children in a positive and supportive manner. Parents are expected to take care of and be responsible for supervising the children's behavior during the visit, *not the Visit Supervisor*. Parents are expected to set limits and discipline appropriately when needed, however, physical discipline of any type is not allowed. Threats of physical violence will also not be tolerated. Any communication or behavior that is emotionally or physically threatening to the child will not be allowed.

Derogatory comments about other parties are not allowed. Interrogation of the child to gather information about other parties or living situations and / or leading the conversation in such a manner that encourages the child to reveal information outside normal conversation about people or events is not allowed. Children

should not be allowed to harm other people or property or engage in other inappropriate behaviors during the visit. Visiting parent shall not imply or discuss any matter concerning any past, present, or pending court litigation.

Children that are potty trained will use the restroom privately. If a child is in diapers, rules regarding changing diapers need to be established and agreed to by all parties prior to the first visitation. The use of cell phones or other communication devices during visits is discouraged. Smoking during visits is not allowed. All parties should be dressed in appropriate, non-revealing attire.

All conversations between the parties and the child must be audible to the Visit Supervisor. Families are expected to clean up after themselves. The Visit Supervisor has the right to determine inappropriate behaviors and / or conversation with the children and request the behavior / conversation stop. All parties agree not to question the Visit Supervisor's decision about inappropriate behaviors or conversation during the visit in front of the children. If needed, a clarification should be obtained after the children have left.

Visiting parent shall not show the child(ren) any letters or photographs of any person, place or thing that isn't previously reviewed and approved by Visit Supervisor.

TERMINATION OF VISIT

ICU Investigations has the right to terminate visits and suspend or cease future services for any reason deemed necessary, including but not limited to:

- The abuse of a child as defined by reasonable behavior standards or state law.
- Should ongoing contact appear too stressful or traumatic for the child (children).
- Any party harasses or threatens the Visit Supervisor or any other person.
- Any party willfully fails to comply with the rules of this contract.
- Unexpected additional visitors without prior notice or clearance from custodial parent & Visitation Supervisor.
- Parties suspected of being under the influence of alcohol or drugs will be reported and visitation will be terminated.
- The designated payee has failed to pay for services prior to the start of the visit as defined by our payment agreement.

FEE SCHEDULE and PAYMENT AGREEMENT

ICU Investigations fees will be \$ 45.00 per hour for services within Washington, Davis, Weber, Utah and Salt Lake County, Utah. During visitation this fee is in 15 minute increments with a 2 hour minimum with a maximum of 2 children at this rate. Additional children during the same visit will be an additional \$ 45.00 per hour for 2nd supervisor. Visits outside a 10 mile range from the supervisor and the designated visitation site will be charged travel time costs at \$ 45.00/45.00 per hour in 10 minute increments originating from supervisors home base per Agent. Unless fees are specifically addressed in a court order, or otherwise agreed to by all parties, each party will be responsible for an equal portion of the cost of supervised visitation services. Fees are payable in full prior to time of service. Failure to pay in full prior to time of service will cause the termination of the scheduled visit, incur a two hour cancellation fee per Supervisor and require prepayment prior to the resumption of visits. Parties will provide in advance an estimate of the length of time the visitation will occur. Any additional time shall be charged to the credit card if not paid at the time of the visit.

A one-time setup fee of \$ 50.00 is payable prior to services being rendered.

A report will be provided upon request at the rate of .5 hrs of visitation time per each 2 hour visit. Should the need for extensive written reporting be necessary, additional time may be charged for Visit Supervisors time at the hourly rate of \$45 per hour.

Each party shall provide a valid credit card retainer for missed visits or outstanding obligations to ICU.

Extensive review of emails or court documents, interviews with attorneys, lengthy telephone conversations to determine visitation matters, etc., may also be charged at \$45 per hour to the conversing party for Supervisors excess time.

Contract fees valid for one (1) year from date of signatures.

OTHER FEES

ICU Investigations will not release documents to outside third parties without a subpoena or prior approval from both parties. Documents will be provided to attorneys and pro se parties by way of subpoena at the rate of \$1.00 per page. Documents will be provided to agents working for the court (such as psychologists or social workers involved in a social study) and fees for such records requests charged to the requesting parties or as directed by the court. Copies of visit reports will be provided to the custodial and noncustodial parent at no additional cost upon request.

If subpoenaed to testify in court, ICU Investigations will charge the issuing party \$75 per hour plus travel expenses at the Utah State minimum rate. Additional fees may include parking and other expenses. This fee applies for each court visit, whether or not testimony actually takes place.

If the parties are engaging in any activity that requires the Visit Supervisor to incur any out of pocket expenses, the expense shall be paid by the party requesting such fee to be incurred. Example; meals, admission tickets, fuel, etc.

CANCELLATIONS AND MISSED VISITATION

The cancelling party will incur the fee of \$90.00 and travel costs if they fail to notify ICU Investigations of cancellation *at least 24 hours prior* to the scheduled visitation. If both parties fail to show for a visit, each party will be responsible for their portion of the full fee of the estimated visitation length. The cancellation fee will be due prior to the next visit.

SUSPENSION OF SERVICES

If two scheduled visits have been missed or otherwise do not occur the case may be taken off the schedule depending on circumstances. All parties must contact ICU Investigations in order to reinstate services. All parties will be notified when services have been suspended or reinstated. ICU Investigations will exercise its right to contract with a collection agency to recover fees owed when they are 30 days past due. Attorney fees and costs shall be paid by the defaulting party within this contract should the need arise to seek legal or court action to recover fees due.

SPECIAL ACCEPTANCE & ACKNOWLEDGMENT
(if inapplicable, draw a line through this paragraph)

I, (noncustodial parent) _____, do hereby acknowledge that ICU Investigations has a prior or current relationship with (custodial parent), _____. And with that knowledge, I accept the services of ICU Investigations for the purposes of performing supervised visitation on my behalf and all reports and evidence gathered or obtained during the course of the visitation. I trust that ICU Investigations will provide a professional and impartial service while performing their duties as outlined herein. _____ (full signature of non-custodial parent)

ACKNOWLEDGMENT OF UNDERSTANDING OF SERVICES AND GUIDELINES

I HAVE READ AND RECEIVED A COPY OF THESE RULES FOR MYSELF. MY SIGNATURE BELOW INDICATES I UNDERSTAND THESE RULES AND AGREE TO FOLLOW THEM. I UNDERSTAND THAT THE INFORMATION GATHERED DURING SUPERVISED VISITATIONS MAY BE RELEASED TO THE COURT AND OTHERS AUTHORIZED BY THE COURT TO HAVE SUCH INFORMATION. I UNDERSTAND THAT IF I DO NOT COMPLY WITH THESE RULES, THE VISITATION MAY BE SUSPENDED OR TERMINATED AND NOTICE OF SUCH MAY BE PROVIDED TO THE COURT.

Signature & printed name Date Phone:

Address: _____

EMAIL: _____

Signature & printed name Date Phone:

Address: _____

EMAIL: _____

List child(ren) names and ages above

CREDIT CARD AGREEMENT / AUTHORIZATION

If Deposit or Fees Paid By Credit Card: (client agrees to pay an additional 3.2% credit card access fee)

Name on Credit Card: _____

Credit Card Number: _____ Expire Date: _____ CCV # _____

Billing Address _____ Zip Code: _____

Cardholder hereby authorizes ICU Investigations, LLC to charge the above listed credit card for fees and services related to Supervised Visitation and in accordance with the VISITATION SERVICES CONTRACT AND GUIDELINES and shall be kept on file and used for any missed appointments or outstanding balances due.

Cardholder Signature: _____

Date: _____

