



## **VISITATION SERVICES CONTRACT AND GUIDELINES**

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 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. Chance encounters in the community must not involve *any* interaction more than a brief greeting.

### **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.

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 discouraged. 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.

Continued from page 1

## **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.
- 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 \$ 25.00 per hour for services within Washington 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 \$ 15.00 per hour. Visits outside Washington County, Utah will be charged travel time costs at \$ 25.00 per hour in 10 minute increments originating from St George, Utah. 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 cancellation fee 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.

## **OTHER FEES**

ICU Investigations will not release documents to parties without a subpoena. Documents will be provided to attorneys and pro se parties by way of subpoena at the rate of \$1.00 per page with a \$10.00 minimum. 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 notes may be obtained by the designated payer 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

## **CANCELLATIONS AND MISSED VISITATION**

The cancelling party will incur the fee of \$50.00 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.

Continued from page 2

**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.

**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 Date

\_\_\_\_\_  
Signature Date

**VISITATION LOG**

Date	Time Begin	Name	Signature	Time End

**VISITATION NOTES**

Date	Supervisor

## CREDIT CARD AGREEMENT / AUTHORIZATION

**If Deposit or Fees Paid By Credit Card: (client agrees to pay an additional 2.9% 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: \_\_\_\_\_