



## **SUPERVISED VISITATION SERVICES AGREEMENT AND GUIDELINES**

ICU Investigations supervised visitation is centered on the best interest of the child (children). We also take into consideration the needs of the non-custodial visiting parent and the custodial parent. To participate, all parties must agree to the terms and conditions of this contract. Court orders will be followed by ICU to ensure compliance by the parties involved. If Court orders contradict the safety plan of ICU, or does not coincide or adhere to ICU's insurance policies, ICU has the right to over-ride the court orders for ICU's legal and safety liability purposes.

### **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 and/or as Court ordered. *If the parties cannot agree on a location or activity, ICU shall make the determination.* Any activities shall be where Supervisor can hear all conversation between parent and child and where Supervisor is within arm's reach / accessible to the child at all times. Activities will also be safe for all parties to participate in.

- A. All visits should be set up at least one week in advance (minimum 48-hour notice but also at the availability of a supervisor) and the total fees agreed to.
- B. Less than a 24hr notice that requires ICU to stop everything they are doing and RUSH the visitation request, will incur an additional RUSH fee of \$125.00
- C. All parties agree to arrive on time. 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. Any fees paid in advance are non-refundable.
- D. For special holidays whereas the majority of the population travels or has extended holiday activities, such as; Thanksgiving, Christmas Break up to New Year's Day, Easter, and July 4<sup>th</sup>, ICU needs additional time to notify supervisor's so they can re-arrange plans if possible. **DEADLINE** is 14 days *PRIOR* to the actual holiday.
- E. Holidays, *if a supervisor is available*, will incur a \$125 per hour fee on the actual holiday itself. Days surrounding the holiday are at the regular rate.
- F. No other person or persons may meet with, or speak on the phone with, the child(ren) 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. In practice, we do not put children in cars during visits. Supervisor shall **not** be required to provide transportation of the visiting parent or minor children. Should this be necessary due to an extended visit of 2 hours or more the visiting parent will transport themselves to the location(s) while the supervisor transports the children separately. If the visit request does include going to multiple locations for entertainment purposes; or in the event of an emergency, **BOTH parties will hold the Supervisor and ICU Investigations harmless in the event of any accident or injury that may occur.**

*An additional fee of \$75.00 will be charged to cover the cost of mileage, fuel, tolls, etc.*

\_\_\_\_\_ **custodial parent initials**      \_\_\_\_\_ **non-custodial parent initials**

### **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 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 or emotionally manipulative to the child will not be allowed.

- A. Derogatory comments about other parties are not allowed. Nor, should the visiting parent permit the child to make derogatory comments about the absent parent.
- B. Name calling in any fashion, or subversive undermining of the absent parent, shall cause for immediate termination of the visitation.
- C. 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.
- D. Parent is expected to help the child not reflect on the past, or encourage the child to have unmet expectations for the unforeseeable future. I.E; conversations that are meant to "remind" the child of past events to gain favor or hurt the other parent, or to set their hopes up for future events (that may or may not happen) that have not been approved to be discussed or to even happen, shall be stopped by the Supervisor. This is inappropriate and can further victimize the children.
- E. All conversations between the parties and the child must be audible to the Supervisor – NO whispering.
- F. Children should not be allowed to harm other people or property or engage in other inappropriate behaviors during the visit. If the Supervisor must continually intervene to stop harmful behavior, the visitation may also be stopped by Supervisor for safety purposes.
- G. Visiting parent or custodial parent shall not imply or discuss any matter concerning any past, present, or pending court litigation.



- H. 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.
- I. 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.
- J. Families are expected to clean up after themselves. The 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 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.
- K. Visiting parent shall not show the child(ren) any letters or photographs of any person, place, or thing that is not previously reviewed and approved by the Supervisor.

### **CUSTODIAL PARENT**

You have agreed to use a professional supervision company to watch, monitor, report, supervise, and ensure the safety of your children. As the visitations have either been court ordered, or by agreement between the parties, the visitation being supervised is for the non-custodial parent and the children. We are professional and have experience. Please trust us to do our job. Please do not make (without prior consent of ICU or Visiting Parent); any "surprise" appearances to check on the status of the visit; have any other friend or family member assigned to accompany ICU on the visitation or have anyone "watch" on your behalf – even from a distance – where that person is known and can be easily seen. This is very disruptive, creates undue chaos, which ultimately puts the children in the middle. As you can understand, this may not be in the best interests of the children or the reunification efforts by the Visiting Parent.

If this occurs, and ICU feels it necessary to cancel the visitation, a letter may be provided to the court or to requesting attorneys. Any statement provided will entail what cooperation or interference/problems ICU and the Visiting Parent have experienced in trying to facilitate a meaningful, pleasant, and safe environment while in compliance with the Court's orders.

Please understand, that whether or not the court grants you carte blanche as to all the decisions made for visitation, *please re-read paragraph #1 on page #1*. ICU is not subject to the court's orders. Only the parties involved are. If ICU feels that any part of the visitation plan interferes with the health, safety, communication, comfort of the Visit Supervisor or the children; or interferes with the rules, regulations, laws, standards or guidelines of any building, park, entertainment facility, etc.; ICU will have the unilateral right to make any necessary changes, while still complying with the court ordered time allowed to the Visiting Parent and safety issues for all concerned.



You will be promptly notified of the changes by Visit Supervisor. If you do not agree with them, you have the right to cancel the visit after it has commenced. And by signing this contract, you also agree to pay the entirety of the canceled visit for that day in addition to any expenses incurred by either the Visiting Parent or the Supervisor, payable either to the Visiting Parent or ICU.

### **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 Visitation Supervisor or any other person.
- Any party that willfully fails to comply with the rules of this contract.
- Continued whispering and violation of the agreed upon terms of conduct.
- 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**

**Term:** Contract fees valid for six (6) months from date of signatures. This agreement may be reviewed and modified as necessary.

**\$195.00 Set-up Fee:** A yearly, non-refundable, setup fee is payable prior to any action being taken by ICU to arrange any visit. This fee is per calendar year.

**\$75.00 Hourly Visitation Rate:** Fees are payable in full 24 hours prior to time of service. Billed in 1 hour increments. Minimum fee is 2 hours up to 2 children.

**\$75.00 Hourly for Additional Children:** Rate per any additional child during the same visit and may require a 2<sup>nd</sup> supervisor. *(Certain exceptions may apply)*

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. 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.*

**\$125 canceled visit less than 24hrs:** Fees are payable in full 24 hours prior to time of service and are non-refundable. *Failure to pay in full prior to time of service will cause the termination of the scheduled visit.* If the fees are paid and the visit is canceled within 24hrs



or less to the visitation time, parties will incur a 2-hour cancellation fee per supervisor, and require pre-payment prior to the resumption of visits.

**\$125.00 Hourly Holiday Rate:** Will be charged for any state or federal holiday, *if a supervisor is available.*

**\$75.00 Travel fee per hour:** A minimum travel fee of \$75 will be charged for each visit.

**\$125.00 RUSH fee:** This will be charged if the Visiting Parent makes a request providing only a 24hr notice that requires ICU to stop everything they are doing and RUSH the visitation request. However, ICU cannot guarantee availability of a supervisor or the consent of the parties and the fee is non-refundable.

**\$75 Report Writing:** Written reporting will be provided upon request at the rate of one (1) hour of report time per each two (2) hours of visit. Should the need for extensive written reporting be necessary (i.e., many details and events occurred in a short period of time that need additional explanation), additional time or extra reports may be charged for ICU or Supervisor's time at the hourly rate of \$75 per hour.

Extensive review of emails or court documents, interviews with attorneys, lengthy telephone conversations to determine visitation matters, etc., may also be charged at \$65 per hour to the conversing party for Supervisor's excess time

**\$195.00 Retainer if NO credit card on file:** Each party shall provide a valid credit card retainer for missed visits or outstanding obligations to ICU. If they are unable to provide a credit card, a \$150.00 pre-paid cash, check, PayPal, or Venmo retainer will be required. This retainer is refundable upon conclusion of visitation services.

ICU Investigations will not release documents to outside third parties without a subpoena or prior approval from both parties. 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.

### **OTHER FEES**

**\$125.00 per hour Court Time:** If subpoenaed to testify in court, the issuing party agrees to pay ICU Investigations a fee of \$110.00 per hour, with a 2-hour minimum, plus **travel expenses at \$2.50 per mile one way.** Fee shall be paid prior to court appearance. Additional fees may include parking and other expenses. This fee applies for each court visit, whether or not testimony actually takes place, providing Supervisor is present at court.



If the parties are engaging in any activity that requires the 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 \$125.00 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 paid prior to the next visit. If Supervisor arrived and no one else did, all travel fees will be incurred and are non-refundable as well. If the credit card on file is not valid, an additional \$25.00 will be charged for insufficient funds and seeking payment from the parent(s).

### **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.

**COLLECTION COSTS:** ICU Investigations will exercise its right to contract with a collection agency to recover fees and costs owed when they are 30 days past due. Attorney fees, court costs, and collection fees shall be paid by the defaulting party should the need arise to seek legal action to recover fees owed by defaulting party. Post-collection interest shall be charged at 18% per annum.



**SPECIAL ACCEPTANCE & ACKNOWLEDGMENT**

*(If inapplicable, draw a line through this paragraph)*

I, (non-custodial 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.

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.

**Custodial Parent:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Non-Custodial Parent:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*List children(s) names and ages below*

\_\_\_\_\_  
\_\_\_\_\_





**CUSTODIAL PARENT - CREDIT CARD AGREEMENT / AUTHORIZATION**

Please note that every page of this agreement must be initialed and returned to ICU Investigations

**Payment By Credit Card**

Check if payment is made by 3<sup>rd</sup> party.

(Client agrees to pay an additional 3.5% credit card use fee)

Name on Credit Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CCV# \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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: \_\_\_\_\_

I, \_\_\_\_\_, decline to provide credit card information and instead choose to remit \$195 refundable retainer and will remit payment in advance for agreed share of visit fees by cash, check or making payment by credit/debit card or PayPal at this link: [Payments](#)

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

**Fee Schedule Summary:**

- Set-up Fee - \$195 (non-refundable, per calendar year)
- Visitation - \$75 per hour (up to 2 children, minimum 2 hours in 1/2 hour increments)
- Additional children - \$75 per hour per child
- Holiday Visit - \$125 per hour (if a supervisor is available)
- RUSH fee - \$125 for less than 24 hour notice to establish a visit, non-refundable.
- Reporting - \$75 per hour (1 hour of report per 2 hours of visit).
- Additional Reports - \$75 per hour (half hour increments).
- Travel Time - \$75 minimum. More if the supervisor must travel more than 5 miles.
- Court Testimony - \$125 per hour + Travel (minimum 2 hours in 1/2 hour increments)
- Excessive Time - \$75 per hour (excessive calls, emails, discussion, etc. by coordinator)
- Cancellation Fee - \$125 (if not canceled at least 24 hours prior to a scheduled visit)
- Child Exchange - \$95 (per exchange. 2 exchanges on the same day, \$165)

Typical 2hr visit fee: \$150 + \$75 (travel) = \$225 + 3.5% visa fee.





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  - Cancellation Fee - \$125 (if not canceled at least 24 hours prior to a scheduled visit)
  - Child Exchange - \$95 (2 exchanges on same day, maximum 1/2 hour per exchange)
- Typical 2hr visit fee: \$150 + \$75 (travel) = \$225 + 3.5% visa fee.