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# AARDVARK FAMILY SERVICES (AFS, INC.) HANDBOOK FOR SUPERVISED VISITATION

This handbook has been prepared for you so that you know what to expect as you begin services with us. This document has been developed with the aim of creating a safe and healthy environment and will be reviewed with you at intake. Please also note that this is intended to be a living document and subject to change with no notice. Every effort will be made to update parties when a change is made.

#### Aardvark Family Services is a neutral location. Staff do not favor either parent.

## WHAT TO EXPECT WITH SUPERVISED VISITATIONS

When you have children, you never expect to be told by a stranger when, where, and for how long you are entitled to spend time with them. Unfortunately, when court ordered supervised visitation enters the picture, you lose some control over your life for a time and suddenly you see your child(ren) on a schedule.

Supervised visitation can sometimes play an important role in the child custody and visitation process. A court may feel that it is in the child(ren)'s best interests to have a third-party present during parenting time when the parent-child relationship needs to be established or restored, and the child needs time to comfortably adjust. If allegations of physical or psychological abuse were made, there could be a court order resulting in supervised visitation out of caution for the child's safety and well-being.

Regardless of the reason visitation must be supervised, the primary focus is to protect your child(ren) from coming to any harm. If you are under supervision, you might feel that you are being "punished," and presumed guilty of wrongdoing against your child, but this is not necessarily the case. Accusations have turned out to be false, so a better way to view supervision is as an opportunity, with a witness present, to show that you care about contributing to your child(ren)'s health and happiness.

Prior to your first visit, your supervisor will need to review the court order establishing supervised visitation to understand what parameters have been set. This will help facilitate a successful visit by ensuring that you do not engage in behavior that will distress your child and cause the visit to be terminated. The goal is to build the parent-child relationship and deter conduct that will hinder strengthening that bond. Keep in mind that a supervisor does not have any authority to amend any part of an order by the court, so follow all provisions that have been established to ensure that you maximize your parenting time.

## WHY USE A VISITATION SERVICE?

While it may feel like you have a babysitter in your midst, someone who agrees to supervise is taking on a large responsibility. He or she must act as an enforcer to restrict inappropriate interactions while blending into the background so as not to interfere with your visit. For instance, a parent accused of abuse may be required to limit physical contact with his or her child(ren). Violating this rule could cause the visit to be terminated to avoid causing your child(ren) to feel uneasy.

Supervision has traditionally taken place at someone's home, or a child-appropriate venue such as a park or zoo. Considering events like the 2009 Powell case in Washington State, new methods for providing supervision have started evolving. Instead of holding parenting time in unpredictable locations, supervised visitation centers have started springing up.

Supervised visitation centers have the ability to provide a more controlled environment. Supervisors can check bags and belongings before a parent or child enters the building, catching any items that are inappropriate or dangerous. Adding video cameras to the premises to prove or disprove an allegation is an invaluable safety mechanism for both parties, and the child. Centers are even equipped with games and activities to make the most of your time with your child. It is an all-around more secure system that is gaining in popularity.

# WHAT HAPPENS ON A SUPERVISED VISIT?

A supervisor will be present at all times during the interaction between the parent and child(ren). The supervisor documents observed interactions and conversations during the visit; however, they do not record opinions or make recommendations. The supervisor is responsible for intervening and re-direction of the non-custodial parent if policies are not being followed.

The role of the supervisor is also to help facilitate, as needed, interaction and connections between the parent and child. Additionally, the supervisor can assist with parenting questions, like how to discipline with time-outs and how to change a diaper.

Although relatives may visit, the visitations are primarily aimed at maintaining, improving, or establishing the parent/child relationship. There are many types of activities that can happen during a visit. Familes can:

- 1. assemble meals in our small kitchen,
- 2. play board games and video games,
- 3. create arts and crafts,
- 4. read books together, or
- 5. engage in imaginative play with toys.

We have things at Aardvark to do, but parents may also bring age-appropriate activities.

We understand that being supervised during visitation may feel uncomfortable at first, but parents and children typically adjust quickly to the situation.

## TIPS TO MAKE THE MOST OF YOUR PARENTING TIME

- 1. You should never initiate or entertain conversations with your child that would allow him or her to believe the current visitation and custody arrangements will change. That decision is left to the court and the goal is for your child to feel happy and safe by trusting both parents. Allowing your child to believe that his or her visitation and custody arrangements are only temporary may cause irreparable harm and is not in his or her best interests.
- 2. Focus on being a good parent to your child(ren), rather than any negativity that led you to the current situation. The important thing is that you are spending time together.
- 3. Remember, any conflict is harmful to your child(ren). Keep the visit light and fun, creating positive experiences with them.
- 4. Do not quiz your child(ren) about the other parent's private life, activities, or relationships. You really want to focus your time on your relationship with your child(ren).
- 5. Do not make your child(ren) a messenger to the other parent. This pulls your child(ren) into your conflict, which is unhealthy for them.
- 6. Do not make promises to your child(ren) about future gifts, trips, visits, or changes in custody. If you cannot follow through, it may cause a lack of trust and unnecessary hurt.
- 7. Say brief, but positive good-byes at the end of your visit. You want your child(ren) to leave feeling good about the time he or she spent with you, rather than returning to the other party distraught.
- 8. Understand that your love, patience, and commitment will pay off and help you to have a better relationship with your child(ren) in the future.
- 9. Every parent wants what is best for his or her child(ren), but in a custody or visitation dispute, parents obviously disagree on what exactly "best" is.

## WHEN CAN VISITS START?

Services may begin once the enrollment process and Child Orientation are complete. The enrollment process is not complete until both parties have completed their intake interviews, provided all required documentation, and paid their intake fee.

## **Enrollment Process**

- 1. Both parties must contact Aardvark and schedule an intake interview to enroll in our services. Center staff will NOT contact the other party to schedule an intake interview.
- 2. The non-custodial party is responsible for the intake fee.
- 3. All paperwork, required documentation, and fees from both parties must be submitted before the enrollment process is considered complete.
  - a. A court order, <u>signed by the court official and which reflects an "Entered" stamp</u>, is required before services may begin.
- 4. After the enrollment process is complete and before visitation begins, a Child Orientation will be conducted with each child participating in supervised visitation services.
- 5. After the Child Orientation is complete, both parties will be contacted by phone/email/text to let them know that the non-custodial party may now begin requesting visits.
- 6. In the event that services do not begin, the intake paperwork will only remain on file for six months. After that, the intake interview and intake fee will have to be completed again to have an active intake, or to start services.
  - a. We suggest that you maintain your copy of these policies and receipt for payment of the intake fee as proof of completing the intake interview. We will not provide verification that you have completed your intake, without a subpoena.
- 7. In the event that services started but have not been used for at least one year, both parties will have to re-enroll in services, including completing their intake, providing all required documentation and paying the intake fee.
- 8. Any change of address or phone number, home or office, emergency contact or individuals who can pick up or drop off must be reported immediately to AFS. Parties may be asked to update their contact information every three months but are responsible for keeping contact information current.
- 9. It is the responsibility of the clients to keep Aardvark informed of court dates and modifications in visitation made by the court. A copy of the modification orders must be provided to Aardvark as soon as possible after orders are finalized/approved.
- 10. If you wish to have concerns, events or comments documented for your file, you may put these in writing, and we will make sure it goes in your file. Staff will not document anything they did not witness firsthand.

# **Scheduling Visitation**

- 1. All initial visits will occur on the premises of Aardvark, unless otherwise ordered by the court.
  - a. Only the non-custodial party may be present during the initial visit.
  - b. The initial visit is limited to one hour to allow time for the child(ren) to adjust to the new environment and situation.
- 2. Aardvark reserves the right to limit subsequent visits to an hour in length, increasing the length over time, if the child(ren) needs additional time to adjust. This determination will be made by Aardvark.

- 3. NON-CUSTODIAL: It is the responsibility of the non-custodial party to contact Aardvark staff to request a visit.
  - a. The non-custodial parent must call Aardvark no earlier than **Sunday at 6:00 pm**, and no later than **Tuesday by 6:00 pm** if they wish to have a visit that weekend.
  - b. Request for off-site visits and visiting relatives must be made at this time.
    - **i.** Approval for visiting relatives is required prior to every visit. Aardvark reserves the right to limit relatives until at least after the fourth visit and may refuse relatives on subsequent visits. There is a limit of two relatives on a visit.
    - ii. Visiting relatives are also required to follow these policies. If a visiting relative break any of these policies, they may be asked to leave the visit and may be denied future visits.
    - iii. Review the section "Off-Site Visitation" on page 9 as it pertains to scheduling.
  - c. The non-custodial party must call/message at least five business days in advance for a weekday visit. The custodial party must confirm at least two days in advance of the requested visitation day.
  - d. Text and/or email is the preferred method of coordination as we may not always be able to answer questions on the phone.
  - e. If the staff does not answer the phone, a message should be left on the voicemail. You may also choose to send an email or text message to our main line. Please leave your name and the name of the oldest child, as well as any request you have for your visit, such as day, time, and visiting relatives or off- site requests.
  - f. Requests for visitation will not be processed if there is a balance on the account.
- 4. CUSTODIAL: Staff will begin attempting to contact the custodial party to confirm the visit once a request has been received by the non-custodial party. The custodial party must confirm the visit no later than **Thursday by noon** for weekend visits and **two business days prior** to a weekday visit.
  - a. If the staff does not answer the phone, a message should be left on the voicemail. You may also choose to send an email or text message to our main line. Please leave your name and the name of the oldest child, as well as whether you are confirming the visit or not.
  - b. If you are not confirming the visit, we will ask the reason the visit is not being confirmed so that we may document that as well as inform the other party. Please provide a doctor's note in the event of an illness.
  - c. If staff doesn't receive a call back from the custodial party Thursday by noon for weekend visits or two business days prior to a weekday visit, the visit will not be processed.
  - d. The custodial party is not apprised by Aardvark of visiting relatives or off-site visits.
- 5. NON-CUSTODIAL: Once the visit is confirmed by the custodial party, staff will call the non-custodial party to receive verbal confirmation of the visit. A visit will not be scheduled until verbal confirmation is received from both the custodial and non-custodial parents.
  - a. If the non-custodial party does not receive a call back from staff about the visit, it means the visit was not scheduled.
  - b. Record of visit coordination is retained and is subject to subpoen in the event of passive non-compliance.
- 6. All phone conversations and phone call attempts are documented.

- 7. While every attempt is made to arrange visits based on both parties' available time, Aardvark reserves the right to change visitation times based on staff and room availability.
- 8. Aardvark reserves the right to limit the length of a visit if the child(ren) appears overly stressed or traumatized. In many situations an adjustment period is necessary, with the length of the visit increasing as the child(ren) becomes more comfortable.

# Cancellations

- 1. Cancellations / rescheduling must be made at least 48 hours in advance.
  - a. Notice of less than 48 hours will result in a \$65.00 cancellation fee, which must be paid before future visits can be scheduled.
  - b. After three cancellations, your case will be reviewed by Aardvark before additional visits are scheduled.
  - c. Cancellations with less than 48 hours arising from an emergency may be exempt from a cancellation fee. Documentation must be provided to Aardvark and will be reviewed on a case-by-case basis.
    - Please be aware that an emergency must directly affect the child(ren) of the supervising and not the custodial.

# **Arrival and Departure**

- 1. Parties need to call if they are going to be late. Failure to call can result in the cancellation of a scheduled visit.
- 2. Aardvark reserves the right to determine and/or change the arrival and departure procedure on a case-by-case basis.
- 3. If the visit ends early, the custodial party will be called to pick up the child(ren) and given the reason why the visit ended.
- 4. STANDARD ARRIVAL PROCEDURE:
  - a. CUSTODIAL: Bring the child(ren) to Aardvark 15 minutes before the scheduled visit.
  - b. NON-CUSTODIAL: Arrive at the designated time of the visit and leave at the time the visit is scheduled to end.
  - c. CUSTODIAL: Pick up the child(ren) 15 minutes after the visit ends.
- 5. ALTERNATE ARRIVAL PROCEDURE:
  - d. NON-CUSTODIAL: Arrive 15 minutes prior to the time the visit begins and wait inside Aardvark for the visit to begin.
  - e. CUSTODIAL: Drop off the child(ren) at the scheduled start of the visit and pick up the child(ren) when the visit ends.
  - f. NON-CUSTODIAL: Remain at Aardvark for 15 minutes following the end of the visit.
- 6. No early or late arrival you must arrive precisely at your scheduled time.

# **Make-Up Visits**

1. Either party may request or offer make-up dates for missed visitation dates after starting services at Aardvark. Aardvark is not responsible for scheduling make-up visitation dates on behalf of either party without prompt.

# Late Cancellation

- 1. Visitation will be canceled by Aardvark if either party has not called or entered the building within 15 minutes of the scheduled visitation time. You will also be charged a \$65.00 cancellation fee unless an emergency can be documented.
  - a. The visitation may still be canceled, and a fee charged even if a phone call is made by, or to, the late parent.
- 2. The custodial party is responsible for canceling the visit in the event that the child has a fever or contagious illness; a doctor's note or school nurse's note must be provided.
- 3. Parties must leave Aardvark's premises and surrounding area promptly before and after your scheduled time of service. You may not be on the premises, or within 4 blocks of Aardvark (i.e., parked on the street or nearby parking lot, waiting outside).
  - a. No one is allowed to wait in a vehicle in the parking lot.
- 4. The custodial party or their designee must remain accessible by phone for thirty minutes after the drop off time in the event of cancellation of the visit.

# **Rules of Conduct**

- 1. No child(ren) will be released to a party or designee who appears to be under the influence of drugs, alcohol, or appears to be emotionally unstable.
- 2. The visit will be terminated if the non-custodial party appears to be under the influence of drugs, alcohol, or appears to be emotionally unstable.
- 3. No abusive language will be tolerated on Aardvark's premises. Do not argue with staff. If you have a concern from the weekend, address it with office staff during weekday business hours.
- 4. Aardvark will not be utilized as a site to exchange pets or other items. Pets are not allowed on the premises.
- 5. The non-custodial party or visitors may not leave the front or side entrances of the building during visitation, i.e., to go to their car.
- 6. Aardvark will take any stated or implied statement regarding "child snatching" or physical threats seriously. All incidents will be documented, and the appropriate officials notified.
- 7. Aardvark staff will not administer medication to a child. All medications related to a child are to be given directly to Aardvark's staff at the time of arrival. Explicit directions for medication must be included. These directions will be given to the non-custodial, who is then responsible for administering the medication.
- 8. Aardvark is not an investigative service and does not physically inspect children. Only obvious injuries or child-initiated reports may be noted and/or documented.
- 9. Aardvark will summon **law enforcement** if a party becomes verbally or physically abusive or threatens an employee or other individuals present.
- 10. Parties are restricted from summoning law enforcement, making police reports, or having papers served to another party on Center property.
- 11. Parties are expected to take care of and be responsible for their child(ren) during the visits, including setting limits and providing appropriate discipline when needed without the use of physical discipline.
  - a. The non-custodial party is responsible for bringing any items required for the child(ren) during the visitation, such as diapers, change of clothes, or snacks/meals.
  - b. Parties are responsible for cleaning up after visitation and are encouraged to have child(ren) assist in an age-appropriate manner. Please allow adequate time to clean up.
- 12. Aardvark staff will not pass verbal communication between parties, therefore all communications with the co-parent need to be in writing on a Parent Note.

- c. Contents must be in regard to the child(ren)'s needs. The Parent Note will not be passed if the contents are harassing in nature, personal or regarding child support.
- d. All Parent Notes need to be written before coming to Aardvark. Parties are responsible for their own copy.
- e. A charge of \$1 per copy will be assessed for any copies that are requested.

#### The following are ALLOWED during visitation:

- 13. Picture taking and videotaping (up to 5 minutes per hour) are allowed only for preserving family memories, <u>unless otherwise prohibited by the Supervision Court Order</u>.
- 14. Food and drinks are allowed during the visit, either provided by the custodial or non- custodial party.
- 15. Outside games, toys and videos may be brought to Aardvark.
  - f. Bags will be inspected by staff prior to the visit.
  - g. Aardvark staff reserve the right to approve all items being brought on the supervised visit.
  - h. Aardvark is not responsible for valuable items brought on the premises.
- 16. Reasonable and/or preapproved gifts are allowed to be given during visitation unless otherwise prohibited by the Court Order.
  - i. Items brought for the child(ren) will be displayed for staff prior to the visitation. Gifts must be unwrapped or in a gift bag to allow for inspection.
  - j. Electronic items and money for the child(ren) (not child support) must be passed through a Parent Note and given to the custodial party.
- 17. Phone calls during the visit for the child(ren) must be on speaker. Video conferencing is not allowed.
  - k. All phone calls must follow Aardvark's policies on what can/cannot be discussed.
  - 1. No other cell phone use or texting during visitation is allowed.

#### The following are **PROHIBITED** during visitation, both on-site and off-site:

# If any of these prohibited behaviors occur, the visit supervisor will interrupt to warn the parent, and can terminate the visit for failure to comply.

- 18. Inappropriate demands for physical contact, foul language, shouting, threats of violence or physical discipline. Spanking, or threats of spanking, are not allowed.
- 19. Attempts to move child(ren) out of sight or hearing of staff. The Supervisor must be able to **SEE** the child and **HEAR** what is being said at ALL times. Whispering is not allowed.
- 20. Passing correspondence or messages to the other party through child(ren) or staff.
- 21. Discussing "adult issues", including mentioning the case, court, or court documents with the child(ren).
- 22. Making promises about the future, such as living arrangements, time sharing or visitation modifications.
  - m. Visit discussions should focus on the present to avoid pressure and/or disappointment.
- 23. Speaking negatively about the other party, his or her family or designee in front of the child(ren).
- 24. Asking questions about the other party's whereabouts or activities.

- 25. Interrogating your child(ren) about bruises, bumps, scratches, etc. Casual questions are allowed.
- 26. Permanent alterations of child(ren) during visitation without prior written consent of the custodial party. Alterations include but are not limited to haircuts, non-temporary tattoos, body or ear piercing.
- 27. No smoking/vaping/dipping in the presence of the child(ren) or supervisor, or on Center property.
- 28. Do not bring guns, knives or anything that can be used as a weapon or looks like a weapon into Aardvark.
- 29. Contact or confrontation between parties before or after visitation.
- 30. Parties are restricted from summoning law enforcement, making police reports, or having papers served to another party on Center property.
- 31. AFS will summon law enforcement if a party becomes verbally or physically abusive or threatens an employee or other individuals present.

# **Off-Site Visitation (See Approved List)**

- 1. Aardvark reserves the right to restrict off-site visits.
- 2. Aardvark offers off-site visitation to qualifying families. In order for a family to qualify for off-site visits, Aardvark must determine that it is safe and responsible to allow visitation to occur outside of the facility at a location which facilitates parent/child interaction.
- 3. At least two (2) on-site visits must have occurred before off-site visits will be considered, unless ordered by the court.
- 4. Off-site privileges will be revoked if any of these rules are not followed, or safety becomes a concern, which is at the sole discretion of Aardvark.
- 5. Updated insurance and driver's license information must be on file with Aardvark, and the vehicle must be in good working condition.
- 6. At the time of your request, you must provide the location of the off-site visit, which can be to visit local parks, restaurants, museums, etc.
- 7. For all off-site visits, all parties will arrive separately. The supervisor accompanies the parties throughout the excursion and the same level of supervision and documentation is maintained as an on-site visit.

#### 8. Activities that pose a safety risk will not be permitted.

- 9. During off-site visitation, the non-custodial party is responsible for any transportation and expenses required to keep the supervisor with the family, this includes meals, park admissions, etc.
- 10. The supervisor may terminate a visit, if the party behaves in a reckless manner, becomes belligerent, uncooperative, or intentionally makes it difficult for staff to observe the visit.
- 11. Non-Custodial must verify the hours and cost information for the off-site visit prior to scheduling and provide a backup location in the event of unexpected issues.

## SUSPENSION OR TERMINATION OF SERVICES

- 1. Regardless of what is stated in a court order, Aardvark has the right to suspend and/or terminate client services for any of the following reasons listed below:
  - a. Missing three consecutive visits without providing 48-hour notice.
  - b. A consistent pattern of late or early arrival by either parent.
  - c. Hostile, belligerent, or abusive behavior, use of foul language, or threatening behavior toward any staff member, the other parent, the child(ren) or other clients.
  - d. Any parent breaking one of more rules set out by the Center, or otherwise threatening the stability of the environment and safety of the staff and clients.
  - e. Failure to pay for services rendered.
  - f. The case is placing undue demands on Aardvark's resources.

- g. The involved parties agree that they can manage visits/exchanges without assistance, providing that this does not violate their court order.
- 2. Parents who have been suspended may be reinstated after the terms of their suspension have been met (case specific). Failure to meet the terms of suspension may result in termination. Terminated cases will not be reinstated, unless directed by the courts.
- 3. If it becomes necessary to suspend and/or terminate a client, Aardvark will notify both clients and their attorneys.

## **RELEASE OF RECORDS**

- 1. Copies of files will be released to the party's attorney or requesting party upon receipt of subpoena and payment for copies.
- 2. Records may be released to a therapist, or other professional, if they are listed in the court order, the appropriate Release of Information forms are signed, and all fees have been paid.
  - a. There is a \$25 administrative fee for copies in addition to 25 cents per page.
  - b. A rush fee of \$50 will be assessed for records requested with less than three (3) days' notice.
  - c. An additional fee of \$25 will be assessed for records that are requested with less than 24 hours' notice.
- 3. Upon subpoena, the Custodian of Records at Aardvark Family Services will testify or make depositions regarding observations made during visits.
  - a. A fee of \$50 per hour, minimum of four hours, will be billed to the attorney serving the subpoena.
  - b. Payment must be made at least **two (2) days prior** to the appearance of the Custodian of Records.

## FINANCIAL POLICIES

- 1. Fees and costs are payable as determined by the Court Order or written agreement of the parties; if not unspecified, the requesting party pays.
- 2. Sessions can be paid in cash or with a credit card.
- 3. Fees for supervised visits are due at the time visits are scheduled or on the day of the visit.
- 4. Visit requests will not be processed if there is a balance on either party's account.
- 5. A credit card must be placed on file for both parties and kept updated.

## **MISCELLANEOUS CLAUSES**

- Force Majure No party shall be liable for any failure to perform its obligations in connection with any action described in this arrangement if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control, including mechanical, electronic or communications failure, but excluding failure caused by a party's financial condition or negligence.
- 2. Dispute Resolution In the event of any dispute under or relating to the terms of this agreement, or breach thereof, it is agreed that the same will be submitted to mediation under the rules of Tennessee and recommendation rendered by the mediator will be entered in any court having jurisdiction thereof.
- 3. Attorney fees In the event of mediation or other legal action, AFS will be entitled to recover any and all reasonable attorney fees and other costs incurred in the enforcement of the terms of this agreement or if AFS is required to retain counsel for witness testimony.
- 4. Choice of Law / Venue Any dispute arising shall be under the jurisdiction of Knox County, Tennessee courts.

# **FEES AND COSTS**

Fees and costs are payable as determined by court order or written agreement of the parties; if unspecified, the requesting party pays. Fees and costs must be paid in full one week prior to commencement of the services. *First and last sessions are payable at intake*. Supervised sessions can be paid for in cash or credit card.

<u>Intake Fee</u> : <u>On Site Visitation</u> : Monitored (recorded but not directly supervised) Direct Supervision	\$100 \$65/ hour \$65/ hour
<u>Off-site Supervised Visitation</u> : Entrance fee of off-site location (if applicable) Meals Travel time Mileage	actual actual \$65/ hour \$0.56/ mile
Other fees & costs:	
Parent Note	\$1 per page (advance notice required)
Testimony (subpoena required)	\$200/ hour (minimum 2 hours plus travel)
Rush Fee (72 hours' notice)	\$50 (depending on case)
Extra Rush Fee (24 hours or less)	\$75 (depending on case)
Visitation Report	\$25, plus \$.25 per page
Court costs	actual
No show/Late cancellations (paid by canceling party)	Scheduled rate
Late Pick-up	\$1 per minute
Other costs incurred	actual

## CANCELLATION/NO-SHOW POLICY

We understand that situations arise in which you must cancel your appointment. It is therefore important that if you must cancel your appointment, you provide <u>48 hours' notice</u>. This will enable adequate time to inform the other party of the cancellation and as well as another client who is waiting for an appointment to be scheduled at that appointment time.

Appointments must be canceled <u>48 hours in advance excluding holidays</u>. For instance, if calling to cancel for a Monday appointment, the cancellation must be by Friday. If canceling over a holiday itself does not count as normal business hours. Can celling <u>under</u> 48 hours will be deemed a late cancellation. In the case of a late cancellation, a <u>full session charge</u> will be made directly to the office by the <u>canceling party</u> using the credit card on file.

Parties who do not show up for their appointment without a call to cancel an appointment will be considered as <u>a no-show</u>. Parties who no-show three (3) or more times in seven (7) scheduled sessions may be held in contempt of the supervised court order. Aardvark reserves the right to inform the court and/or an appointed Guardian ad Litem on the case, at any point, if supervisor reasonably believes a notice or report necessary.

We understand that special unavoidable circumstances may cause you to cancel within 48 hours. Cancellations due to child(ren) or other party illness MUST be verified by a physician in writing. The physician's note must be submitted at the next scheduled session for the cancellation fee to be waived upon case-by-case review by AFS management. In the event of dangerous weather, AFS may cancel the visitation appointment. If either party is unable to attend the session due to dangerous weather, AFS must be notified 5 hours prior to the scheduled session in order for the visitation to be excused. Otherwise, it will be considered a no-show.

AFS reserves the right to cancel a session if adequate supervision cannot be provided due to unavailability of staff. AFS also reserves the right to deny services when safety of the child(ren), parties, or AFS staff cannot be reasonably ensured.

### GENERAL PROVISIONS

- 1. This is a service-related organization. As such, we reserve the right to refuse service to those who do not abide by our policies. Any alterations or additions to the policies will be provided promptly. Failure to comply with the stated policies and/or contract will constitute termination of services.
- 2. You will be given a copy of these policies at intake to maintain for your records. You will be charged applicable copying fees for any additional copies. It is recommended, and your responsibility, that you provide a copy of these policies to your attorney.
- 3. This Agreement may be terminated by any party by giving notice in writing to the other parties; however, such a termination by a conservator may be contrary to a Court Order and legal advice should be sought prior to such action.
- 4. None of the interactions, conversation, or activities at Aardvark are fully confidential but we will use every effort to ensure privacy between the parties and protection to child's rights.
- 5. Visitation times are specific, and the conservators agree that they will be prompt in their observance. No person other than those named shall attempt to take possession of any child(ren) on behalf of any conservator, unless authorized by the conservator in writing prior to the possession.
- 6. Should the custodian required to take possession fail to do so within one (1) hour, Aardvark shall, at its option, notify the Department of Children's Services and/or deliver the child(ren) to a children's shelter within the appropriate County.
- 7. Conservators agree to release, hold harmless and indemnify Aardvark for any claims arising from the performance of this Agreement. Should performance of Aardvark be interrupted by any occurrence which is beyond the control of Aardvark, Aardvark shall be excused from performance of its obligations and undertakings so long as such condition continues in existence.
- 8. This document is considered a living document and shall be therefore kept up to date in light of experience. It is designed to be regularly reviewed and updated as circumstances change, or new information becomes available.
- 9. Any reference to Aardvark, Aardvark Family Services, or AFS shall be used interchangeably and any use of masculine or feminine genders or titles in this Agreement shall be construed to include both genders and not as a sex limitation.

By signing below, I am indicating that I have read, understand, and will comply with the policies of Aardvark.

Printed Name

Client Signature

Date

Staff Signature