



# YMCA of El Paso Visitation/ Exchange Program Application

## Custodial Parent Information

Full Name: \_\_\_\_\_  
*Last First M.I.*

SSN: \_\_\_\_\_ D.O.B.: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street Address Apt.#*

\_\_\_\_\_  
*City State Zip*

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

E-mail: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street Address Apt.#*

\_\_\_\_\_  
*City State Zip*

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Attorney: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## Custodial Parent Questionnaire

1. Have you ever been convicted of any criminal offense, not including traffic citations? If so, please list all convictions and dates:  
\_\_\_\_\_
2. Are there any pending proceedings of an offense, other than a traffic citation, for which you have been charged but not yet convicted? If so, please provide all offenses charged and date of offenses with pending proceedings.  
\_\_\_\_\_
3. Is there currently a protective order, restraining order or any other court ordered document that prevents you from being in physical proximity to the non-custodial parent or any family member of the non-custodial parent?  
Yes No

If so, please list type of order: \_\_\_\_\_

**I certify that the information I provided above is true and correct:** \_\_\_\_\_  
*Custodial Applicant and Date*



# YMCA of El Paso Visitation/ Exchange Program Application

## Non-Custodial Parent Information

Full Name: \_\_\_\_\_  
*Last First M.I.*

SSN: \_\_\_\_\_ D.O.B.: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street Address Apt. #*

\_\_\_\_\_  
*City State Zip*

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

E-mail: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street Address Apt. #*

\_\_\_\_\_  
*City State Zip*

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Attorney: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## Non-Custodial Parent Questionnaire

1. Have you ever been convicted of any criminal offense, not including traffic citations? If so, please list all convictions and dates:

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

2. Are there any pending proceedings of an offense, other than a traffic citation, for which you have been charged but not yet convicted? If so, please provide all offenses charged and date of offenses with pending proceedings.

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

3. Is there currently a protective order, restraining order or any other court ordered document that prevents you from being in physical proximity to the custodial parent or any family member of the custodial parent?

Yes No

If so, please list type of order: \_\_\_\_\_

**I certify that the information I provided above is true and correct:** \_\_\_\_\_

Non-Custodial Applicant and Date

Visitation/ Exchange Children Information

Child 1: Name: \_\_\_\_\_ Age: \_\_\_\_\_ DOB: \_\_\_\_\_

Child 2: Name: \_\_\_\_\_ Age: \_\_\_\_\_ DOB: \_\_\_\_\_

Child 3: Name: \_\_\_\_\_ Age: \_\_\_\_\_ DOB: \_\_\_\_\_

Child 4: Name: \_\_\_\_\_ Age: \_\_\_\_\_ DOB: \_\_\_\_\_

Child 5: Name: \_\_\_\_\_ Age: \_\_\_\_\_ DOB: \_\_\_\_\_

*Please list additional children on back of page*

Do any of the children have any allergies?                      Yes                      No

If yes, please list the child, by number, and type of allergies:

\_\_\_\_\_

Are any of the children receiving therapy or counseling?                      Yes                      No

If yes, please list the child, by number, and the therapist/counselor:

\_\_\_\_\_

Do any of the children have any illness, injuries or conditions that require special attention?

Yes                      No

If yes, please list the child, by number and a brief explanation of the condition:

\_\_\_\_\_

\_\_\_\_\_

School District: \_\_\_\_\_ Schedule: \_\_\_\_\_

Ad-Litem Attorney: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_





# YMCA of El Paso

## Visitation/Exchange Center Service Contract

Custodial Parent (CP): \_\_\_\_\_

Non-Custodial Parent (N-CP): \_\_\_\_\_

Children (list): \_\_\_\_\_

\_\_\_\_\_

### 1. Purpose of the Service Contract

The YMCA of El Paso, hereinafter referred to as the YMCA, provides the Supervised Visitation and Safe Exchange Program. The mission of the YMCA of El Paso is “To put Christian principles into practice through programs that build healthy spirit, mind and body for all”. Our goal for the Supervised Visitation and Safe Exchange Program is to provide a safe and neutral environment for children whose families are encountering divorce, separation and/or custody conflicts that can lead to the compromise of a child’s and family’s safety.

In order to accomplish its mission, the YMCA has established this service contract and its general terms and provisions. The general terms and provisions herein are intended to provide measures to ensure the safety and well-being of all children, clients, and staff, as well as to maintain the credibility and sustainability of the program. The contract provides detailed discussions of activities that are deemed appropriate and those that are not allowable. It provides explanations of provisions that are general and apply to all clients as well as specific provisions relating to services rendered for custodial or non-custodial parents. The contract will detail all payment and fee schedules, requirements, and provisions for the timely collection and payment of fees. Lastly, the contract provides enforcement provisions so that all clients are keenly aware of possible consequences for actions and behaviors that violate contractual provisions and terms.

**Revised 01/2018**

### 2. General Terms and Provisions

The General terms and Provisions apply to all clients, regardless of services being rendered. All clients are asked to familiarize themselves and comply with the general terms and provisions.

1. **Scheduled Times** - Parents must abide by the scheduled times. Staff will make every effort to schedule services according to court orders, mutual agreements, [staff and both parties' availability](#).
  - a. Parents are only allowed on the premises during scheduled visits. Should there be a need to meet with staff, the Program Supervisor or any other Agency Supervisor, an appointment must be scheduled. Upon dropping off or picking up their child, a parent should immediately leave and not linger on the premises.
  - b. It is strictly prohibited for any parent to arrive early or wait late for the purpose of meeting or confronting the other parent. A violation of these general terms and provisions may lead to an immediate termination of services. Any confrontation in or on the YMCA’s property or neighboring agency’s property will be deemed a violation. Waiting outside in the surrounding residential neighborhood within 200 yards of the YMCA is a violation. Any confrontation on YMCA property or neighboring properties defined in this section that results in family violence, conflict, verbal abuse will result

with an immediate termination of services and reports to the respective attorneys, agencies and court.

- c. Staff will make every effort to schedule visits or exchanges according to the specified instructions listed in the court orders; however, staff has the authority to determine a different time and day for the service based on the existing number of clients being served. Both parents must approve any deviation from the court order and if one parent does not approve and the Center is at full capacity at the court ordered time and day, service may be denied or clients may be placed on a waitlist until an opening becomes available.

2. **Location of Visitations-** Staff will monitor visits at the \_\_\_\_\_ YMCA. Staff may consider allowing children access to other areas of the facilities including playgrounds and recreation areas provided those areas are not in use by other program members.

- a. Off-campus visits are allowed with an extra fee and NCP will be responsible for staff's fees that may apply. Anyone with a protective or restraining order may not have any off-campus visits. Limited to once a month and Coordinator/Director will have to approve the location.
- b. Bathroom facilities are available for parents, but parents shall advise staff of their need so that staff can ensure a potential meeting or confrontation with the other parent does not occur. Clients shall never be in any part of the building without staff supervision or approval.

**Location of Exchanges** – Staff will monitor exchanges at the Bowling Family YMCA, located in the northeast side of El Paso. Staff may consider allowing children access to different areas of the facility including the playground and the recreation areas provided those areas are not in use by other program members.

- a. Off-campus exchanges are permissible on a case-by-case basis. These exchanges, however, are not under the jurisdiction of the YMCA and the YMCA will not be held accountable.
- b. Bathroom facilities are available for parents, but parents shall advise staff of their need so that staff can ensure a potential meeting or confrontation with the other parent does not occur. Clients shall never be in any part of the building without staff supervision or approval.

3. **Official/ Legal Documentation** - Each parent is responsible for providing the YMCA with the most recent and updated court order, protective/restraining order, police reports, etc. Should any change in these legal documents result in a change in services, staff must have a copy of the document in file before implementing any change.

4. **Another Person Dropping-off/ Picking-up Child** – An “Other Than Parent Release Form” must be on file and signed by the custodial parent, allowing someone other than themselves to pick up their children.

- a. Designated persons must be 18 years or older and have a valid I.D. I.D. must be shown before child is picked up.
- b. Only persons listed on the release form will be allowed to pick up a child. No child will be released to another person without the appropriate release form on file. NO EXCEPTIONS.
- c. Parents are responsible for sharing contract rules with a designated person and understand that they are responsible for any action or behavior of the designated person and the contract enforcement can be taken against a parent for contract violations committed by a designated person.

5. **Messages Relayed to the Other Parent** – Staff may relay messages from one party to the other **ONLY when the message pertains to the child’s immediate care and well-being, such as illness, medication, homework, and missed meals. Staff cannot relay messages that are regarding personal concerns, child support issues, court hearings, or other personal matters.** Written messages with a negative tone, abusive, profane or threatening verbiage or accusative in nature will not be forwarded to the other parent. Any communication that is not pertaining to the immediate welfare or best interest of the child should be channeled through parent attorneys or support organizations.
6. **Illness** – In the event of a contagious illness such as pink eye, chicken pox, or other serious contagious infirmity, the following shall take place:
  - a. Visits will be cancelled unless a doctor’s note says a visit can be done without risk to other children at the facility.
  - b. The parent with the child must call the SVSEP direct line or cell phone numbers to inform staff of the child’s illness so that arrangements, if necessary, can be made.
  - c. If the child is ill and is taking medication, it must be in the original container with child’s name on the label or orders from the doctor on their stationary.
  - d. General illness: Visits will take place unless a doctor’s note says a visit cannot take place.
7. **Child/Children are not picked up**-Parents must be available to return to the YMCA to pick up the child should the CP or N-CP fail to do so. Should a child not be picked up and after attempts to contact listed emergency contacts for both parties fail and at-least **30 minutes** has passed, the child will be turned over to police custody for appropriate shelter. This general term and provision applies to both drop-offs and pick-ups of the child. If, however, there is a Protective Order placed between the child and N-CP, the N-CP will not be allowed to pick up the child in this case. N-CP will be notified, however, if and when the child is turned over to the police.
8. **Miscellaneous Provisions -**
  - a. Only G and PG rated material can be shown/ heard at the YMCA during visits. Laptops and DVD players are allowed. Movies may not be shown in their entirety, for this limits interaction between the N-CP and the children. Videos/electronics will be limited to **30 minutes per visit, every four hours** or at Staff discretion depending on interaction.
  - b. Staff may monitor any use of YMCA phones by a client or personal calls from cell phones during visits. Clients are encouraged to make personal phone calls and text messages before or after a scheduled visit and before coming in contact with the child.
  - c. Parents may take 4 photos and/or short 1-minute short videos of their children; however, staff has the authority to suspend photo taking if it is deemed in the best interest of the child. Parents will not take photographs for the purpose of documenting injuries while on YMCA premises. If staff witnesses sufficient cause to require photo documentation of any injury, staff, at their discretion, will take such photos.
  - d. Under no circumstances are these devices allowed for the purpose of recording dialogue during the visits.
  - e. Absolutely no photos and/or videos of the staff during the visits.
  - f. Offsite visits are approved for visits consisting of 4 or more hours.
9. **Absolutely no alcohol, drugs, or any other prohibited substance and/or weapons are allowed on the premises. Any detection of the above are subject to immediate cancellation of the visit and possible suspension or termination.**

### 3. Parent Conduct and Behavior

Due to the nature of Supervised Visitation and Safe Exchange services, it is not uncommon for parents to have angry, resentful and negative feelings about the other parent and/or the circumstances that have lead the parent to require the services of the YMCA. It is the YMCA’s goal to ensure that services are provided in an impartial and unbiased manner and staff cannot

become personally involved, persuaded to one side or another, or be used by a client to pursue their personal outcomes with respect to on-going legal or family issues. The most important objective of the program is to provide a safe and neutral environment for the exchange and visitation of children and protect children from the consequences of difficult family problems due to divorce and separation. In order to maintain a safe and neutral environment for staff, children and clients, parents:

1. May not use any physical discipline or corporal punishment on any child while at the YMCA. Any incidents of abusive behavior witnessed by staff will be reported to attorneys, the court and if necessary, Child Protective Services and services may be suspended or terminated.
2. Must refrain from using any obscene, threatening, profane, and/or abusive language in the presence of any child and on the YMCA premises.
3. May not harass, confront, threaten, follow, stalk, drive by, or otherwise intimidate or interfere with the other parent's attempts to pick up or visit with a child.
4. May **NEVER** use obscene, threatening, profane and/or abusive language or demonstrate threatening behavior of any kind to any staff member. A violation of this general term and provision may result in an immediate termination of service with notification to involved attorneys and courts.
5. May not use the YMCA, its staff or any service as a means to further pursue personal legal actions against the other parent including:
  - a. Calling the police from or to the YMCA premises to report non-emergency matters including the reporting of child custody disputes, interference with child custody, child support matters, etc. Parents are encouraged to make such reports when necessary, but to do so from home or a location other than the YMCA. Should an investigation be conducted, the YMCA will cooperate with investigators by providing information documented in files.
  - b. Making unnecessary and/or fraudulent claims of injury to a child from the YMCA or directing staff to make such calls to law enforcement or CPS. Should a parent truly believe a child sustained an injury from the other parent, staff will document the allegation but it is the responsibility of the parent to notify law enforcement or CPS. Staff may provide the reporting telephone number to the client but will otherwise not become involved in the incident. If it is clearly apparent a child received a serious injury requiring immediate medical attention, staff will initiate a call to the appropriate authority and to the appropriate emergency medical response agencies for an immediate response.
  - c. Having the other parent served and/or arrested at the YMCA property or within the area discussed in 2.2.b of this contract.
  - d. Any other action that is intended to use staff and/or the YMCA's service as a weapon or instrument to gain a legal advantage over the other parent or deprive the other parent of services.
6. Must refrain from discussing issues related to the divorce, separation, child support or any pending litigation in the presence of the child and on YMCA premises.
7. Must refrain from any negative or harmful discussion about the other parent or family members of the other parent in the presence of the child while at the YMCA.
8. Will refrain from whispering to children during a visit in order to prevent staff monitors from hearing the communication.

#### 4. Terms Specific to Visitation Services

Visitation Services are provided to families where, by court or legal order, a parent's visitation with children is to be under a monitored setting. The YMCA will provide a monitor for each visitation scheduled. Visitations normally last for two (2) hours but may be longer or shorter depending on the



court documents. The YMCA's objective is to provide a resource for families with the goal that each family can move to more independent visits and exchanges and not require staff and supervision. As such, V/E monitors will carefully document interactions between the child and parent and those documents may be used as evidence in future proceedings. In order for visitation services to be conducted safely, these general terms and provisions apply.

1. The custodial parent (CP) will arrive at the Center fifteen (15) minutes before the scheduled visit, **thirty (30) minutes if a protective or restraining order is in place**. Staff will provide the exact time to the CP. Unless otherwise directed by staff, the CP shall not go beyond the lobby.
2. CP will leave their child with staff who will take care of the child until the arrival of the N-CP. (time may not exceed the 15 minute interval **unless there is a protective or restraining order in place, then it will not exceed the 30 minutes interval**.)
3. The N-CP will arrive at the Center and, upon entering the lobby, notify the staff of their arrival. Unless otherwise directed by staff, the N-CP must not go beyond the lobby.
4. A 15 minute grace period may be applied only for emergencies. Courtesy calls will be made at Staff's discretion.
5. The staff will at all times be present during the N-CP's visit with the child and will document significant activities taking place.
6. The visit may take place in the playroom or outside in the YMCA's property. The staff will have the authority to approve the use of any area. The visit must move to the location that the staff requests should it be necessary.
7. Staff will inform N-CP of minutes left in visit so as to leave time to clean-up and say good-bye.
8. The N-CP is responsible for cleaning up the area.
9. If money should be given to the child (ren) from the N-CP or CP, the child (ren) will be responsible. At no point will the YMCA **or staff** be held accountable for money given to the child (ren). Money will be documented by the Staff if visible or mentioned. Gifts, such as gift cards and other tangible objects, are allowed to be exchanged.
10. Should any written documents, letters, cards, etc. be exchanged between the N-CP and the child (ren), a copy will be made by the Staff for the file.
11. No animals are allowed during visits, **unless it is a service pet**.
12. Absence, tardiness, and cancellations are all subject to the general terms and provisions discussed in chapter 9 of this document.
13. The visit will conclude at the exact time it is scheduled to end, regardless of the time it commenced, even when tardiness is excused, unless both parents agree to any change in time scheduling.
14. Visitors with the N-CP –
  - a. Visitors may be approved to accompany the N-CP after four (4) successful visits have occurred.
  - b. N-CP is **NOT** to assume that, by the 5<sup>th</sup> visit, they can bring visitors. The N-CP must provide the list of authorized visitors to staff and the staff has the authority to approve or deny the request for a visitor to accompany the visit. Staff will maintain a list of all visitors requested by the N-CP. A visitor not on the list will not be allowed to share in the visit.
  - c. Staff will ensure that court orders allow for visitors and that any visitor proposed to be a part of the visitation is allowed by the existing court order. Staff will **not** allow any person **not** authorized by the court order or **not** listed on the list of visitors, to be a part of the visitation.
  - d. **Siblings** are considered visitors and the N-CP must ensure that siblings do not interfere with the visit.
  - e. Only two (2) visitors at any one time may visit during a visitation. Visitors are allowed to visit for a period of 15 minutes per hour.

- f. Visitors must comply with this document and arrival and departure times for the N-CP.
- g. The NCP is responsible for ensuring any visitor is aware of and follows these general terms and provisions. Should a visitor create a problem that interferes with the visit, the visit will be discontinued.
- h. If a visitor fails to comply with these guidelines, the N-CP will be responsible for the actions of the visitor and may be subjected to contract enforcement to include service suspension or termination.
- i. At no time will a visitor act in place of the N-CP nor can a designated person be assigned by the N-CP to act in their stead.

## 5. Terms Specific for Custodial Parents

The following general terms and provisions apply specifically to Custodial Parents and designated persons responsible for dropping-off or picking-up children in the Exchange Program. The policies refer to the custodial parent; however, designated persons must comply as if they are the custodial parent.

1. Must enter the facility from the main front door and proceed to the lobby and notify staff of their arrival. Unless otherwise directed by staff, the CP shall not go beyond the lobby or without their specialist.
2. Must arrive at the YMCA thirty (30) minutes prior to arrival of the N-CP when leaving a child and thirty (30) minutes after the N-CP had dropped off the child. Staff will provide the exact time of arrival upon scheduling of services or when changes in service times occur.
3. A 15-minute grace period may be applied only for emergencies. Courtesy calls will be made at Staff's discretion.
4. Staff will call CP if the child (ren) has not been picked up by N-CP.

## 6. Terms Specific for Non-Custodial Parents

The following general terms and provisions apply specifically to the Non-Custodial parents and designated persons responsible for dropping off or picking up children in the program. The general terms and provisions refer to the non-custodial parent; however, designated persons must comply as if they are the non-custodial parent.

1. Must enter the facility from the main front door and proceed to the lobby and notify staff of their arrival. Unless otherwise directed by staff, the CP shall not go beyond the lobby or without their specialist.
2. Must follow the exchange schedule ordered by the court or designated by the YMCA.
3. Must be on time with picking-up or dropping-off children. A 15-minute grace period may be applied only for emergencies. Courtesy calls will be made at Staff's discretion.
4. Failure to arrive or unexcused tardy or absence are contract violations and are subject to contract enforcement to include suspension of service, termination of service and/or late or unexcused absence fees assessed. See chapter 9 of this document for details.

## 7. Terms Specific for Exchange Services

Exchange services are services that allow parents who are divorced or separated and who have experience conflict, family violence or a threat of violence and require a safe place to exchange the children between parents in order to reduce the threat of violence for the children and parents. The following general terms and provisions are specific to exchange services.

1. When a day and time is scheduled for the exchange, it is the responsibility of both parents to adhere to their time of arrival and departure. The parent who has possession of the child will be scheduled to arrive at the YMCA thirty (30) minutes before the parent who is picking up the child. NOTE: during holiday exchanges, the parent who has possession of the child will be scheduled to arrive at the YMCA fifteen (15) minutes before the parent who is picking up the child.
2. It is important that the parent who has possession of the child and who is coming to the Center to leave the child for the other to pick up, to adhere to their scheduled time. A delay may result in both parents being on the property at the same time and could result with a violation of any protective or restraining orders in place and may lead to a conflict occurring on the YMCA premises. Therefore, adherence to the time of arrival is strictly enforced. See section 9 regarding the general terms and provisions on cancellations, absence, and tardiness.

## 8. V/E Center Operating Hours

The YMCA maintains normal operating hours. In addition, clients requiring visits on specific holidays where the YMCA closes early may request service for an additional fee. Please see each branches operating hours.

1. Holidays – For some holidays, the YMCA will close. Staff may consider requests for service on specific holidays in which the YMCA closes early; however, due to the YMCA having to pay its staff holiday pay, a \$25 holiday fee will be applied for visits occurring on a specific holiday. The holiday schedule is as follows:
  - a. New Year's Day – Closed
  - b. Easter – Closed
  - c. Memorial Day - Closed
  - d. July 4<sup>th</sup> – Closed
  - e. Labor Day – Closed
  - f. Thanksgiving Day – Closed
  - g. Christmas Eve – Closed
  - h. Christmas Day – Closed

## 9. Cancellation, Absence and Tardiness Provisions

In order to ensure a smooth transition between parents, to ensure a safe environment and to provide the protections to clients requesting assistance, the following cancellation, absence and tardiness general terms and provisions will be strictly enforced.

1. **Cancellation and Absence –**
  - a. A parent must call [their assigned Visitation Specialist or Program Director at 915-444-8228](tel:915-444-8228) or [915-346-9768](tel:915-346-9768) (both numbers have voice mail capability), at least three (3) hours prior to the scheduled visit and advise of the cancellation. If a staff member does not answer the telephone, the parent must leave their name, number, and detailed

message on the SVSEP [staff](#) voicemail. Any cancellation where the parent does not provide the three (3) hour minimum notification will be deemed unexcused and subject to contract enforcement.

- b. If either the CP or N-CP chooses to cancel a visit for any reason, the other parent must be in agreement and the agreement documented in the file. If an agreement is not obtained, the visitation may occur as scheduled and a cancellation or absence will be deemed unexcused.
- c. An unexcused cancellation or absence on the part of the CP will result with a cancellation fee being assessed. The fee will be assessed to the CP regardless of payment arrangements. The file will be documented and available for inspection by attorneys and/or the courts.
- d. An unexcused cancellation or absence on the part of the N-CP will result with a cancellation fee being assessed and the YMCA may suspend following visits [after three](#) absences or unexcused cancellations. The file will be documented and available for inspection by attorneys and/or the courts.
- e. A cancellation or absence may be excused if:
  - i. **Notice is given at least three (3) hours before the scheduled visit.**
  - ii. **Both parties are in agreement and agreement is documented.**
  - iii. **An emergency existed that prohibited the three (3) hour rule, agreement of both parties, and documentation providing evidence of the emergency is provided and accepted by the staff and placed in the file.**
  - iv. **A medical emergency or illness of the child, parent or under certain, circumstances, a family member, and the parent provides a doctor's notice advising the illness or emergency was cause for the cancellation.**
  - v. **The [SVSEP](#) supervisor has the discretion to accept or reject any evidence provided and will have the final decision.**
  - vi. **If a cancellation or absence is excused, no contract enforcement actions will be taken.**
- f. **IT SHOULD BE NOTED THAT AN UNAUTHORIZED CANCELLATION OF A VISIT MAY BE A VIOLATION OF A COURT ORDER. IF IT IS DEEMED THAT A COURT ORDER HAS BEEN VIOLATED, THE [SVSEP STAFF](#) WILL DOCUMENT AND THE [PROGRAM DIRECTOR](#) MAY INFORM ALL ATTORNEYS, [AGENCIES INVOLVED](#) AND THE COURT.**

2. **Tardiness** – Being on time is essential for maintaining a safe environment for visits. It is in the client's best interests to be on time so as to avoid the possibility of coming into contact with the other parent. If a protective order or restraining order is in place, coming into contact with each other at the YMCA would be a violation of those orders. Therefore, it is the responsibility of each parent to ensure they are on time for their scheduled visits.

- a. Both parents will be provided clear instructions as to the time they should arrive for scheduled visits.
- b. The parent in possession of the child and coming to leave the child at the YMCA will be scheduled to arrive 15 minutes [or 30 minutes if a protective or restraining order is in place](#) before the parent who is coming to pick up the child.
- c. If a parent is expecting to be late, they must call staff and report they are late so staff can take appropriate measures to ensure both parents do not come into contact with each other.
- d. Failure to contact staff will result in the tardiness being deemed unexcused and may subject the offending parent to contract enforcement including suspension of service and assessment of tardy fees.

- e. A parent who exceeds three (3) tardy events, regardless of being excused or not, within a two month period, will be subject to contract enforcement including the assessment of fees and suspension of service.
  - f. A parent who has two (2) additional incidents of tardiness after having action against them may have services terminated with notification to the involved attorneys, agencies and the court.
  - g. If the CP is in possession of the child and is more than 15 minutes late, regardless if excused or not, a rescheduling fee will be assessed to the CP and the scheduled visit may be rescheduled. Notification will be made on the file and will be available to the attorney for inspection. The CP must know that excessive tardiness may be deemed a violation of the court order and subject the parent to legal consequences.
  - h. If a child has been delivered to the YMCA and the parent to pick-up the child is more than one hour late and has not notified the YMCA and if after attempting to contact the other parent and emergency contact persons without success, the child will be handed over to the police.
3. **Changing services-** If the family is court ordered to no longer do visits but safe exchanges instead, both parents must call the SVSEP supervisor and set up an appointment to go over the Supervised Visitation contract. Both must pay the registration fee unless otherwise specified by the court.

## 10. Confidentiality Provisions

The YMCA will maintain confidentiality of all client records and information that is in its possession and will release records and information only under legal authority or in response to appropriate court orders and subpoenas. Only information regarding the children will be provided to both parents. Personal information of the parents will be maintained in confidentiality and will not be provided to the other parent unless under court order or subpoena. Client information will never be released to the public.

1. All parents will sign a Confidentiality Amendment of this contract.
2. A parent, or their attorney, may only have access to notes, records or information pertaining to them. Information pertaining to the other parent may not be provided unless a court order or subpoena orders the release of the record. Documentation fees will apply.
  - a. Copy fees are \$1 a page up to 20 pages and .20 cents per page after 20 pages.
3. Information regarding contract non-compliance, excessive tardiness, unexcused absence or cancellations will be provided to the referring court, attorneys of record and to the enrolled parents in order to ensure both parents comply with this service agreement and their court orders. Any non-compliance of a court order witnessed by staff will be documented, made available, and/or provided to the referring court, attorneys of records and parents. The cost of staff testifying is \$25 per hour, including driving time.
4. The YMCA will provide information to investigating law enforcement agencies or regulatory agencies such as Child Protective Service, upon written request from the investigating agency.
5. Official government agencies referring clients to the program will have full access to records maintained at the YMCA when it is necessary for those government agencies to follow up and/or ensure client compliance of their service directives.

## 11. Contract Enforcement

The Supervised Visitation and Safe Exchange Program exists in order to provide divorced or separated parents in conflict a safe place to exchange and/or provide parent visitation with their

children. Parents participating in the program enroll in order to reduce the risk of conflict and family violence during times when children are exchanged between parents. The YMCA of El Paso's greatest priority is the safety and well-being of the children who are often unintended victims of the conflicts and violence that occurs with the breakup of a family.

The YMCA of El Paso understands there are inherent risks involved when serving as intermediary for families in conflict. Risks, such as family violence in the YMCA facility, angry behavior among parents, abusive and threatening language, and other dangerous behaviors are real and cannot be allowed to occur in the facility and in front of children, other clients and staff at any time. In order to prevent these risks from occurring and to ensure a safe and healthy visitation and exchange environment, the YMCA has established this service contract, the terms and provisions within and the contract enforcement provisions that must be agreed upon before service is provided. Compliance with the terms and provisions in this service contract is mandatory and enforceable with the provision of this chapter.

*The YMCA of El Paso reserves the right to accept, deny, or terminate service to any person regardless of any language contained in a court document.*

Service Contract Enforcement Provisions:

1. **Termination of Service** – The staff has the authority and the YMCA has the right to terminate service to any client for violation of any provision of the Service Contract.
2. **Suspension of Service** – The staff may suspend services for any number of scheduled visits as deemed necessary to ensure service contract compliance.
3. **Penalty Fees** – Fees assessed as a result of contract non-compliance. Normally assessed for unexcused cancellations or absences and unexcused tardiness. Penalty fees are listed in the fee schedule and are as follows in section 13 of this contract.
4. **Combination of Penalties** – The staff may combine suspension with penalty fees as deemed necessary to ensure service contract compliance.
5. **Failure to Pay Fees** – A failure to pay assessed penalty fees will result in termination of service.
6. **Reconsideration of Action** – A client who disagrees with an enforcement action may request, in writing, a reconsideration of an enforcement action. The written request must be submitted to the staff within one week of notification of an enforcement action. Staff will consider the request and make a final determination within one week of receiving the written request.

## 12. Payments

Payment for services must be made at the beginning of the visit or exchange. Visit or Exchange will be cancelled and a cancellation fee will be applied.

1. Please have exact payment ready, we will not be accepting bills larger than \$20.
2. You may also leave your credit card information and authorization form on file and the YMCA will automatically deduct the fee after the visit or exchange takes place.

**13. Service Contract Acknowledgement**

I \_\_\_\_\_ (CP) and I, \_\_\_\_\_ (N-CP)

have come to the YMCA of El Paso (YMCA) to request supervised visitation and/or safe exchange (SVSEP) services so that we can ensure the safety and the well-being of our child/children and so that our children have an opportunity to enjoy a beneficial relationship with both parents and family. I have been provided an orientation and explanation of the terms and provisions contained within this service contract. I have read the terms and provision of this service contract and I understand my responsibilities for successful fulfillment of its terms and provisions. I agree to comply with all terms and provisions and will comply with all payment requirements contained within. I agree that if I fail to comply with any term or provision that I am subject to contract enforcement to include penalty fee assessments, suspension and/or termination of service. I understand that the YMCA will not discriminate and will provide services regardless of a person’s race, age, religion, gender, sexual preference, disability or any other status protected by law, but I do understand that the YMCA can refuse services due to my criminal history and the Texas Department of Family and Protective Services regulations against allowing certain persons with certain criminal convictions from entering the premises of a residential childcare facility. Furthermore, I have read and been provided a copy of the fee schedule and I agree to pay the full amount for the service I am receiving and any fees that are applied due to my requests or for failing to comply with provisions of this service contract. I understand that regardless of any language contained within my court documents, the YMCA of El Paso is not obligated to provide service to me and may, at its sole discretion, deny or terminate services for any reason not prohibited by law.

In consideration of this signed Service Contract, compliance of its terms and provisions and full payment of all applicable fees, the YMCA of El Paso

agrees to provide \_\_\_\_\_ (CP) and \_\_\_\_\_ (N-CP) and

in the best interest of their children, \_\_\_\_\_, Supervised Visitation and Safe exchange services in a fair and unbiased manner and provide said service with utmost dignity and respect for all.

\_\_\_\_\_  
Custodial Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Non-Custodial Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
YMCA Staff / Witness

\_\_\_\_\_  
Date

**Release of Liability/ Assumption of Risk:** The undersigned participant or parent/ guardian, in consideration of participation in the program activities indicated on this form, agree to indemnify and hold harmless the YMCA of El Paso, its representatives, its successors, and assigns and releases the same from any and all liability for any injury or illness which may be suffered by the participant, name herein, arising out of, or, in any way connected with the program or activity indicated assumes the risk for such injury or illness. I also authorize the use of any photographic image of the participant, herein, taken during program or activity for use in any YMCA of El Paso publication. I further agree to abide by all of the YMCA of El Paso policies and procedures.

## 14. Fee Schedule and Payment Contract Amendment

The YMCA of El Paso provides monitored exchange and supervised visitation services to clients in need of such services. Services are rendered according to below listed fee schedule. By agreeing to this contract, clients accept the responsibility of paying all applicable fees according to the fee schedule. Clients also agree that by accepting this service contract, they will comply with all contract stipulations and understand that violating any stipulation of this contract may subject them to additional fees listed in this fee schedule.

Periodically, the YMCA receives support funding to help families pay fees. Clients must qualify for support funding according to the grantor's requirements. The YMCA will prioritize families who are considered low-income, according to the Housing and Urban Development (HUD) guidelines. Other qualifications may apply. Support funding will only support monthly supervised visit or monitored exchange fees, all other fees are the responsibility of the client. Clients should discuss the possibility of receiving support funding with the staff at time of enrollment. The YMCA cannot guarantee support funding will be available and if support funds are not available, clients are responsible for full payment of fees.

### 1. Fee Schedule:

Fee Type	Comment	Fee Amount
Supervised Visitation	Per hour	\$50.00
Monitored Exchange	Total monthly fee per family	\$120.00
Monitored Exchange	Total monthly fee per family (every Thurs. and Sat.)	\$150.00
Monitored Exchange	Once a month	\$30.00
Skype/Phone Visitation	One hour of supervised visitation	\$50.00
Reinstatement Fee	Assessed to parent responsible for cancellation of services	\$25.00
Late Payment	Per incident	\$10.00
Tardy Fee	Assessed to parent due to tardiness	\$10.00
Rescheduling/Unexcused Cancellation Fee	Reschedule request due to tardiness or cancellation	\$25.00
Registration fee	Supervised Visits (non-refundable)	\$25.00
Insufficient Funds		\$35.00
Documentation Fees	Per page for first 20 pages	\$1.00
	Per page for 21 or more pages	\$0.20
	Documentation without Visitation per month	\$15.00
Holiday Service Fee	Total fee assessed for service on certain holidays	\$25.00
SVSEP Staff Court Appearance	Per hour charged to party requesting testimony (including driving time)	\$25.00

### 2. Invoicing:

Receipts will be given in place of an invoice for monthly payments. A failure to pay the full amount for our services will result in the following scheduled visits being cancelled until full payment is collected. If payment is not collected by the end of the month that the payment is due, service will be cancelled



upon Staff's discretion and clients will be responsible for paying reinstatement fee's and being placed on waitlists for resumption of service. Invoices will only be given out in the case of a subpoena to either party and/or their attorney. The invoice will provide detail line item explanations of fees due.

### 3. Fee Definitions:

**Monthly Service Fee-** The fee assessed to all clients for supervised visitation services must be paid on or before each visit.

**Reinstatement Fee** – This fee will be assessed to any client whose service is involuntarily cancelled and wishes to reinstate services at a later date. If the cancellation is a result of non-payment of fees or non-compliance with the contract, only the parent responsible for the cancellation will be assessed the fee. Clients voluntarily cancelling services by agreement between parents and wishing to resume services will be considered new enrollments.

**Late Payment Fee-** Fee is assessed for each incident a payment is not paid on or before the visit.

**Tardy Fee-** This fee is assessed for excessive tardiness after fifteen (15) minute grace period.

**Rescheduling/Unexcused Cancellation Fee** – Fee assessed due to requesting a schedule change due to tardiness or unexcused cancellation. Rescheduling must be agreed upon by both parents. An unexcused cancellation is any cancellation where a client does not follow the contract in regards to notifying staff (3-hr rule) and/or any other stipulation in this contract. Please see section 9 of this contract. An unexcused cancellation will result in a cancellation fee being assessed. The fee does not void any other actions prescribed in the contract. CANCELLATION IS A SERIOUS MATTER AND CAN RESULT IN LEGAL AND/OR CRIMINAL ENFORCEMENT ACTIONS BEING TAKEN. PLEASE REVIEW YOUR COURT ORDERS IN REGARDS TO FAILING TO COMPLY.

**Documentation Fee** – A \$1 per page fee will be charged for any records requested from file for the first 20 pages. Thereafter, a fee of 20 cents per page will be assessed. The client requesting the document will be assessed the fee and/or their attorney. If a client's attorney requests the fee, the client is responsible for payment of the fee and the invoice will reflect the fees. Documentation without visitation fees will be assessed when parents are not in agreement and one continues to show and requests documentation to be taken regardless of the other parent's absence.

**Insufficient Funds Fee** – Any payment received by the YMCA that is returned due to insufficient funds or any reason or an inability of the bank to accept the instrument for payment will result with this fee being assessed. Any scheduled visits will be suspended until full payment, including the fee, is received. Any client whose payment is returned unpaid will be treated as a late payment and subject to cancellation, as discussed in the late payment summary.

**Holiday Service Fee** – On certain holidays, the YMCA will be closed in observance of the holiday. The YMCA understands that certain clients may require services on a holiday and no other options are available. In those cases, the YMCA may allow for service provision on the holiday. Due to having to pay holiday hours to staff to accommodate holiday services, a Holiday Service Fee will be assessed and divided equally among the parents unless by court order or previous agreement requires one or the other parent to pay the entire fee.

**SVSEP Staff Court Appearance** – Fee charged to parent when SVSEP staff is court ordered to testify.

**4. Client Agreement:**

*I \_\_\_\_\_ (CP / N-CP) have read the Fee Schedule and Payment Contract Amendment and have reviewed the document with a staff member. I acknowledge with my signature that I accept the fees as proposed and understand that I have a responsibility to make full payment of all applicable fees in accordance to this contract and as stipulated on the monthly invoice. By accepting the terms of this contract amendment and the Service Contract, I understand that I must pay all fees assessed to me as a result of Service Contract non-compliance or any other fee incurred for any reason stipulated in the agreement. I understand that my failure to make full payment of any invoiced amount will result with the termination of service and notification being made to all attorneys and the court that has jurisdiction over my case. I further understand that if my failure to make full payment results in termination of service and if at a later time I request to reinstate service, I will be responsible for payment of the reinstatement fee and I understand that service may not be immediately reinstated and may have to be placed on a waitlist for service.*

\_\_\_\_\_  
*Custodial/ Non-Custodial Parent - Date*

\_\_\_\_\_  
*YMCA Staff*

# Confidentiality Acknowledgement and Release Form

I \_\_\_\_\_ (CP / N-CP) have read and understand the confidentiality provisions of the Service Contract. I understand that the YMCA of El Paso:

- **Will** maintain certain records regarding my case and will maintain confidentiality of all records created, maintained and on file in accordance to YMCA policies and court orders affecting my case.
- **Will not** provide any personal information about myself to the other parent/guardian of my child or anyone else without my written authorization or a valid court order or subpoena.
- **Will** provide information about me or my file, upon written request from law enforcement agencies or government regulatory agencies, in relationship to investigations they may be conducting.
- **Will** provide information about me or records on file to any government agency that has referred me to the YMCA for service so that the agency involved has the necessary information to ensure that I am complying with the directives or referral agreements of that agency.
- **Will** provide reports and records regarding incidents of service contract non-compliance to the referring court, attorneys of record, involved government agencies and my child's other parent/guardian.
- **Will**, upon my request, provide information to any person that I have designated as appropriate and have listed on the form or by written request signed and dated by me if not listed on this form.

Name of Authorized Person

Organization

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I have read the Confidentiality and Release Form and I accept the terms and provisions described.

\_\_\_\_\_  
Custodial / Non-custodial Parent - Date

\_\_\_\_\_  
YMCA Staff – Date

**Other Than Parent Release Form- Custodial Parent**

I \_\_\_\_\_ authorize the below listed designated persons to drop off and pick up my child(ren) from the YMCA in my absence. I understand that the YMCA staff will only release my child(ren) to the person/persons whom I have listed below and that no other person can drop off or pick up my child(ren) from the YMCA. I understand that if any of the designated persons I have appointed violate a court order or the service contract, that person will no longer be allowed to pick up or drop off my child(ren). Furthermore, I understand that it is my responsibility to inform the designated person(s) below of the service contract and its terms and provisions and if the service contract is violated by any designated person I have authorized, I will be responsible for their conduct and understand that contract enforcement can be taken against me.

In the event of an emergency and I must send someone other than any of the below listed designated persons, I understand that I must call the YMCA and notify staff that a person other than the listed below will be dropping off or picking up my child(ren) and request verbal consent to add the person to the form. I understand that this provision is for emergencies only and I must report and document the emergency on record. Excessively claiming an emergency can result in suspension or termination of service.

I understand that any person I designate to pick up or drop off my child(ren) must have on file a copy of their official government I.D. or license and they must be at-least 18 years of age. I understand it is my responsibility to have the designated person(s) provide the required I.D. for recording in the file before they come in to pick up my child(ren).

The following persons are designated by me to pick up / drop off my child(ren) at the YMCA.

Name of Designated Person	Relationship to Child(ren)	Contact Number
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_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date