



Family Visitation Program Service Agreement

This Service Agreement was made and entered into on _____, by and between the Family Visitation Program (FVP), a program of The Mediation Center, a North Carolina 501(c)3 non-profit corporation, and the following persons:

Parent Name: _____

Mailing Address: _____

FVP is dedicated to providing supervised visitation and safe exchange services for families in need of a neutral and safe environment for children and their parents.

The parent agrees to utilize the services of FVP in accordance with the policies and procedures determined by FVP and is willing to pay FVP for these services.

1. *Services Offered* -- The scope of services to be provided by the FVP, including but not limited to monitored exchanges, supervised visitation services, and the preparation of court reports, will be determined by FVP based upon discussions with the parties or the terms of any applicable court order.
2. *Intake* -- The parent will be required to complete an intake by FVP covering FVP's services, rules, and regulations.
3. *FVP Policies and Procedures* -- The parent acknowledges that they have received a copy of the current FVP Parent Handbook. The parent understands that this packet and other FVP policies and procedures may be modified from time to time by FVP. The parent agrees to abide by all FVP rules and regulations, including but not limited to those rules and regulations set forth in the FVP Parent Handbook. In addition, the parent agrees to comply with such additional instructions and directives issued by FVP in the course of providing services hereunder.
4. *Scheduling* -- FVP will inform parents of the schedule for services as soon as possible after intake. If FVP changes the schedule, parents will be provided reasonable notice either in writing or by telephone. If either parent wishes to request a change in the schedule, FVP must be notified at least seven days in advance. FVP is not required to accommodate requested schedule changes and will not accommodate last minute changes in most cases.
5. *Arrival* -- The parent agrees that they will consistently arrive as scheduled at the appointment location designated by FVP. If either party arrives more than fifteen minutes late, the other party will not be required to wait for services and the appointment will be cancelled. If a parent demonstrates repeated, excessive tardiness, FVP reserves the right to suspend or discontinue services.
6. *Cancellations and No Shows* -- The parent agrees to appear for scheduled services. If a cancellation becomes necessary, the parent agrees to notify FVP at least 24 hours in advance. In cases where such notice cannot be provided due to illness or other unavoidable cause, the parent agrees to provide FVP as much advance notice as possible under the circumstances. Frequent cancellations will result in suspension or discontinuation of service.
7. *Child Related Communication* -- The parent agrees to refrain from having any direct contact with the other party while at FVP. If a parent wishes to communicate information relating to a child to the other party, this may be done only in writing using forms provided by FVP. If a parent needs to transfer a child's medication to the other parent, a Child Related Information form must be completed and provided to FVP along with the medication.

8. *Security* – Security officers are armed police officers, in plainclothes or uniform. If security or staff has any safety concerns, they may refuse to allow any guest, child, or adult to visit or exchange at any time. They may search anyone and their belongings at any time to ensure safety. The parent may refuse a search, but by refusing a search the parent forfeits their right to visit or exchange and will be asked to leave the premises. Any adult who refuses a search may be refused future service by FVP. Visit rooms, hallways, parking lots, and waiting areas are monitored by video and audio. Recording equipment may be in use at any time.
9. *Confidentiality of Information* – FVP will take reasonable steps to safeguard confidential information it acquires about the parent and their children. However, FVP may disclose such information as required by law or provided hereunder. Further, the parent hereto understands and agrees that FVP may also disclose non-identifying and/or statistical information about the parent, their children or FVP services provided hereunder.
10. *Payment of Fees* – The parent promises to pay FVP for all services in accordance with FVP’s policies and procedures and based upon the Fee Schedule determined by FVP. The parent understands that FVP’s Fee Schedule may be modified by FVP from time to time. In addition, the parent promises to abide by all fee policies in the FVP Fee Agreement.
11. *Termination of Service Agreement* – Any party hereto may terminate this Service Agreement at any time upon seven days written notice to the other parties. If a parent terminates this Service Agreement, all amounts owed to FVP by the parent must be paid on or before the date of termination.
12. *Default on Service Agreement* – If the parent defaults on this Service Agreement at any time by failing to perform a material obligation hereunder, FVP shall be immediately entitled to: (1) discontinue or suspend services, and/or (2) terminate this Service Agreement without notice.
13. *Attorney’s Fees* – In the event FVP employs an attorney to enforce any of the FVP’s rights hereunder, the parent shall pay reasonable attorney’s fees incurred by FVP.
14. *Communications with the Court* – The parent hereto understands and agrees that FVP may provide information relating to the parent, their children or the services provided by the FVP to any court official upon request or in accordance with the terms of any applicable court order. Further, FVP may provide information to court officials if FVP determines that the release of any information is appropriate for any other reason.
15. *Waiver* – The waiver or non-enforcement by FVP of any default or breach of any provision of this Service Agreement by either Parent shall not operate or be construed as a waiver of any subsequent default or breach by a parent.
16. *Notice* – Any written notice that is required hereunder shall be sent by U.S. Mail, addressed to the party hereto at the address indicated hereinabove, or at such other addresses as may have substituted by a party by written notice to the other parties.
17. *Controlling Law* – The validity, interpretation and performance of this Service Agreement shall be controlled by and construed under the laws of the State of North Carolina.
18. *Binding Effect* – This Service Agreement shall be binding upon, shall be enforceable by, and shall inure to the benefit of the party hereto and no other party.
19. ***Voluntary Agreement*** – Each party represents and agrees that they have carefully read this Service Agreement and the FVP Parent Handbook. Each parent further represents that they understand this Service Agreement and agree to be bound by all of its terms.

In Witness Whereof, the party hereto has executed this Service Agreement as of the day and year first above written.

Parent Printed Name: _____ Parent Signature: _____

FVP Printed Name: _____ FVP Signature: _____