

CATHOLICCARE CHILDREN'S CONTACT SERVICE SERVICE AGREEMENT- CHANGEOVER

Site	Contact No	Contact Email
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In this agreement, the word “parent” means the parent, guardian or significant other.

1. CHILDREN

1.1. What is Best for Kids

- a. The CatholicCare Children’s Contact Service (service) puts the physical and emotional safety of children first. Staff will assist and support parents to do this. It is normal for separated parents to feel angry and scared. The service staff assist parents to manage these feelings so that the child can be comfortable with the visit.
- b. We expect both parents to be respectful of the child’s rights to build a relationship with both parents and significant others. This includes positive acknowledgement of the other parent's role.
- c. Conversations are to be spoken in English unless otherwise pre-approved.
- d. There will be no whispering while at the service.
- e. The service is not a long-term solution. Families are expected to move from building a relationship between the child and each parent to managing their own contact arrangements. This is in line with the expectation of any legal proceedings.
- f. All parents are required to make a genuine effort to move to self-manage. Staff will support families towards this goal and may recommend additional services to assist parents.
- g. Failure to demonstrate intent to move to self-management by either parent may result in service suspension, followed by service withdrawal. All legal representatives will be informed.

- h. Maximum term of service is set for 12 months for all new families. Families transiting from supervised contact will be given a maximum term of 6 months of service. Additional time with service will be determined by CCCS.
- i. Parents are required to comply with all parenting courses recommended by the service including a post-separation parenting course. This will support parents to better understand the effects of conflict on children and to prepare for the transition to self-management.
- j. Staff will conduct review meetings with parents as well as ask the child about their experience of the contact. The service will make recommendations based on the information gathered and expect the parents to follow these. Whether parents can continue to use the service will be reviewed ongoingly.
- k. Parents can discuss any concerns with staff before or after the visit. This discussion will take place away from the child. Parents may also telephone the office during the week.
- l. CCCS reserves the right to change any conditions, assessment criteria or procedures at any time. Clients will be notified of changes.

1.2. Mandatory Reporting

- a. Where there is a threat of harm to anyone, duty of care requires that staff must report the threat to police and notify the other parent
- b. Any criminal act witnessed by staff must be documented and reported to the appropriate authority.
- c. Staff are mandatory reporters and must report any risk of significant harm to Department of Communities and Justice (DCJ).

1.3. Documentation

- a. CatholicCare do not complete assessments for the purpose of court proceedings.
- b. Staff document behaviour, punctuality, conversations and all correspondence between the parent and the service.
- c. Any contact between the parents when arriving at or leaving the service is documented.
- d. All file, case notes, documents etc will be destroyed after a retention period of 7 years, from the date of service withdrawal.

1.4. Privacy

- a. All relevant case information is documented in case notes or letters. These can be viewed with a pre-paid subpoena (See CLIENT FEES & CONTRIBUTIONS POLICY GOVERNMENT FUNDED SERVICE).

- b. If staff are subpoenaed, a non-refundable fee is payable (See CLIENT FEES & CONTRIBUTIONS POLICY GOVERNMENT FUNDED SERVICE).
- c. The service requires 10 working day notice to respond to a subpoena.
- d. All subpoenas should be addressed to The Proper Officer, CatholicCare.
- e. The service will provide updates and maintain regular contact with the child's Independent Children's Lawyer (if appointed) and parent's legal representatives.

1.5. Medical

- a. Both parents must complete the APPLICATION FORM PART B- Child Details form and return this to staff prior to commencement of sessions.
- b. In the event of an emergency, staff will assist parents in administering first aid and/or seeking medical support (including ambulance). The parents incur all costs
- c. Medications must be handed to staff on arrival along with detail instructions for administering the medication. This information will be passed on to the STP.
- d. Although all reasonable care is taken, the service does not assume responsibility for accidents or injury to child or parents.

1.6. Money:

- a. Under no circumstances will the service be used to pass money between parents or to the children.

1.7. Progress to changeover service:

- a. When the supervised contact progresses to the changeover service, the conditions of the CCCS Changeover Service Agreement will automatically take effect. Staff will discuss any changes.

1.8. Warning procedures:

- a. Breaches of the SA will result in clients receiving verbal warnings from staff. All breaches will be documented and if necessary, will result in a final warning letter. Any further breaches thereafter, the service will be withdrawn.

2. GUIDELINES

2.1. Both parents must:

- a. Keep to allocated arrival and departure times

- b. Use the identified parking area
- c. Keep to allocated building entry and exit areas with child/ren
- d. Bring inside the building any other persons
- e. Not smoke while on premise or during visits
- f. Due to the safety of others, pets will not be permitted on CCCS premises at any time.

2.2. Staff will intervene / suspend the service if either parent:

- a. Acts irresponsibly
- b. Uses abusive or demeaning language
- c. Uses physical punishment to discipline their child
- d. Discusses inappropriate topics in the presence of children (e.g. Family Law matters or possible court outcomes)
- e. Puts down the other parent or staff
- f. Appears to have consumed drugs and/or alcohol or is suspected of carrying weapons
- g. Displays any verbal or non-verbal behaviour deemed to be violent, threatening, intimidating or otherwise inappropriate. Examples include but not limited to: yelling, interrupting staff, passive-aggressive behaviours, etc
- h. Is otherwise not in a fit emotional, mental or physical state to spend time with the children.

2.3. Responsibility for children:

- a. While using the service, the parent retains responsibility for the care of their children
- b. The parents can nominate one other person to collect the children and this person must read, sign and follow this agreement
- c. If the either parent fails to collect the child/ren at the agreed time, staff will inform the Police and DCJ.

3. PROCEDURES

3.1. Use of the Communication Book (if AVO allows contact)

- a. All messages between parents are to be entered into the communication book provided; dated and signed; and must be relevant to the child's immediate needs. Staff will help hand write the message if a parent is unable to do so.
- b. Staffs monitor the communication book. Any information viewed by staff to be intimidating, threatening or inappropriate will be asked to be re-worded.

- c. Both parents are to sign all messages in the communication book.
- d. No messages are to be left in bags.
- e. No copies or images are to be made of the communication book except via subpoena.

3.2 Procedure for Changeover

- a. The Lives With Parent (LWP) and child/ren must arrive at the scheduled changeover time.
- b. The Spends Time with Parent (STP) must arrive 15 minutes prior to the scheduled changeover time.
- c. The parent with the child/ren leaves the premises immediately. The other parent waits 15 minutes after the changeover has occurred.

3.3 Procedure for Change-back

- a. The Lives With Parent (LWP) must arrive 15 minutes prior to the scheduled change-back time.
- b. The Spends Time With Parent (STP) and child/ren must arrive at the scheduled change-back time.
- c. The parent with the child/ren leaves the premises immediately. The other parent waits 15 minutes after the changeover has occurred.

3.4 Fees:

- a. Please refer to the CLIENT FEES & CONTRIBUTIONS POLICY GOVERNMENT FUNDED SERVICE or SELF-FUNDED SERVICE for information regarding CCCS Fees.

3.5 Cancellation

- a. In case of any cancellation, the parent must advise staff at least 48 hours in advance. The other party will be notified of the cancellation.
- b. Where illness of child/ren is the reason for non-attendance, a medical certificate from a registered medical practitioner must be provided at the next visit. This certificate is for the file only and a copy will not be provided to the other parent.
- c. Where the sickness of the parent is the reason for cancellation, a medical certificate from a registered medical practitioner must be provided at the next session. This certificate is for the file only and a copy will not be provided to the other parent.
- d. The LWP is to arrange for their nominated person to drop-off/collect the child/ren if they are unable to attend due to sickness.
- e. If a parent fails to arrive at the pre-arranged time without notifying CCCS, the other parent is asked to wait a maximum of 20 minutes. All efforts must be made to inform staff of lateness.

- f. Cancellation fees apply to all service cancellation. Please refer to the CLIENT FEES & CONTRIBUTIONS POLICY GOVERNMENT FUNDED SERVICE.
- g. If staff are required to wait after closing hours for the drop off or the collection of children, a late fee will be charged for each 15-minute increment. Collection proceedings may be instigated.
- h. Repeated and ongoing cancellation of contact will lead to CCCS notifying legal representatives including Independent Children's Lawyers. Where applicable withdrawal of service may be considered.

4. SERVICE AGREEMENT

4.1. I undertake to:

- a. Provide the service with copies of all current court orders, agreements and AVO's before the commencement of the service.
- b. Inform the service immediately of any future variations to court orders and to provide relevant documentation.
- c. Meet with staff as requested to review the use of the Service for contact arrangements.
- d. Have my photo taken which will be kept in the file for staff to identify me.
- e. Participate in recommended programs and services as advised by the staff.
- f. Bring the child/ren to the centre for an orientation visit prior to the start of the service.
- g. Pay the nominated fee – initial and ongoing.
- h. Provide current car registration and a photocopy of current driver's licence.
- i. Notify the service of change of address and/or telephone number within 48 hours.
- j. Follow the service agreement requirements and staff directions at all times.

4.2. I understand that:

- a. If a parent decides another adult, under exceptional circumstances, is to collect or drop off the children, written authorisation must be provided prior to the changeover.
- b. If another adult will regularly collect or drop off children, this person must sign the client service agreement form and provide a copy of their driver's license.
- c. This does not require approval from the other parent, unless otherwise stipulated by court orders.
- d. Smoking within the premises or grounds is not permitted.
- e. Breaches of this service agreement will result in withdrawal of service – refer to 1.8a above.

PLEASE NOTE

By signing this agreement, the service accepts that you agree with the following statement:

"I give a commitment to co-operate and move towards a position where contact with my child/ren can be self-managed between the child's other-parent and myself."

I, _____(full name) have read the service agreement. I agree to abide by these and other reasonable directions from the CCCS staff and the CCCS.

Signature:

Date:
