

+MACKAY CHILDREN'S CONTACT SERVICE INC

CLIENT SERVICE AGREEMENT ID []

The primary aim of the MCCA is to advocate for children and to provide an environment which is safe, friendly and in the best interest of the child's wellbeing while spending time with their significant other to reestablish and or maintaining a meaningful relationship. MCCA also acts as a venue for the transfer of children between separated parents and significant others in a neutral and friendly environment. It is expected that all parties ensure that service delivery is always a pleasant experience for the children and focused on their best interests.

Applicants must sign and agree to the following Terms and Conditions to access the service. A copy of this agreement will be provided to applicants on conclusion of their intake.

Live with Parent: (Mother) – (Father) –(Family). **Spend Time with Parent:** (Mother)- (Father) – (Family)
(Please circle)

Type of service requested (tick box):

Changeover

Supervised

Off-site

Name of person making agreement:

Date

-
- Fees:** The Mackay Children's Contact Service (MCCA) fee policy is based on principles of equity and access. I agree to pay the costs associated with using the service provided by the MCCA. The current fee structure is outlined below.
All fees are payable by both parties unless specified otherwise by a Court of Law or other authority. Both parties are expected to pay separately for the service. Payment at time of service is appreciated however the MCCA can issue a monthly account.
If you are in financial hardship you may apply to the Management Committee for a fee reduction or a fee exemption. Proof of financial hardship must be included in your application.

Intake Registration Fee:

\$20.00 once off payment per parent payable at Registration

Supervised Contact Fees: \$30.00 per 2hour, Employed Full-time

\$15.00 per 2hour, Health Care card must be sighted at Registration

Unless specified in a Family Law Court Order, Consent Order or Parenting Plan each parent is responsible for the cost of one hour of a two-hour contact visit.

Facilitated Changeover Fees:

\$5.00 per changeover per parent

Additional Fees: Subpoena Fees \$132 (GST Inc)

2. **Service Availability**

I understand that while the MCCA attempts to meet the needs of all families, service delivery is dependent on MCCA availability. The MCCA cannot guarantee that contact visits and changeovers are able to be facilitated as per parenting plans/consent orders/court orders.

I understand that each family is given priority for one visit per week. Additional visits are dependent on MCCA availability.

Make-up visits are dependent on MCCA availability and agreement between parties. At least two weeks' notice is required by the MCCA to schedule a make-up visit.

3. Court Orders and Contact Details

I will provide the Mackay Children's Contact Service with copies of all relevant documentation, including Family Court Orders, Parenting Agreements, Domestic Violence Protection Orders, and personal contact details. I will inform the Service promptly of any changes and understand that the information remains confidential and is not disclosed to any other person without my permission or on Subpoena.

I agree to abide by any Family Court orders, Parenting Agreements or Family Violence Orders that are in place. Failure to abide by these orders may result in service provision being suspended.

4.

Drop off and Pick up

I agree using the designated entry point and nominated parking area (as advised).

I agree to be punctual, to arrive at the set time and leave the centre promptly after service delivery. I understand that staff will not permit any child to be collected by an unknown person. Authorized persons must be listed on the parents file as an emergency contact and must provide identification to staff on arrival. I understand that the MCCS closes promptly at closing time. The staff will not wait for late clients.

5. Punctuality/Cancellation for Supervised Contact Visits

I understand that I am required to notify MCCS at least 24 hours in advance of any cancellation to Supervised Contact Visit arrangements. I understand that if I do cancel with less than 24 hours' notice I will be charged the usual fee. If a cancellation is made due to unforeseen circumstances, the fee may be waived subject to negotiations. A Medical Certificate or other supporting documentation should be presented on or before the next visit. I understand that if I fail to attend without any notice, I will be charged for the full fee for the full two hours. If two cancellations occur in a row without the MCCS being given notice then all future scheduled contact visits will be cancelled. Rebooking will need to occur to re-establish service provision. The previously scheduled time slots and days are not guaranteed to be available. Recurrent scheduled bookings may be revised for inconsistent attendance.

If I am running late, I will notify the centre as soon as possible. I understand that the supervised visit or changeover will be cancelled if I am more than 20 minutes late.

6. Changes to Contact Arrangements

I am aware that it is not the role of the MCCS to negotiate contact arrangements. I understand that if parties cannot agree then negotiations are directed to legal representatives.

7. MCCS Records

I know that a copy of my Attendance Sheet is available on request.

I understand that the MCCS only releases other documents on subpoena or on request from the Independent Children's Lawyer.

8. Legal Documents

I understand that no legal documents are to be served on MCCS premises.

9. Contact between adult parties

I agree not to attempt to contact or follow the other party whilst on the premises of the MCCS, this includes the car parks, entering other party's waiting room.

Any attempt to make contact, intimidate, follow, make threats or acts of violence towards the other party or a staff member will result in the permanent loss of service delivery.

10. Communication

I agree not to pass letters or messages to the other party via the child/ren.

Correspondence and messages can be communicated via the M CCS staff member. Only communication relevant to the children or to service delivery will be passed across. The preferred method of communication between parties is by way of a communication book. All messages are read by a M CCS staff member and any message containing threats, accusations or blame will be copied and retained on my file.

11. Drugs and Alcohol

I agree that for the safety and wellbeing of my child/ren, I will not present at the M CCS at any time under the effects of drugs or alcohol.

I understand that staff will be required to cancel contact or changeover if I present at M CCS under the influence of any illicit drugs or alcohol.

I understand that staff will not permit a child to changeover to a parent that is under the influence of any illicit drug or alcohol.

12. Prohibited Items: I agree not to bring or allow my child/ren to bring to the M CCS any items that are commonly thought of as weapons including toy weapons.

13.

Security/Personal Possessions

I understand that Mackay Children's Contact Service is not responsible for the security of my own or my child/ren's personal possessions.

14. Infectious Disease

I will inform M CCS staff if a child has an infectious/contagious illness with the understanding that the service cannot be used while the infection is active so as not to put other children using the service at risk.

15. Public Holidays

The M CCS does not do Supervised Contact Visits on public holidays. If a scheduled visit falls on a public holiday a make-up visit can be requested.

Make-up visits are dependent on M CCS availability and agreement between parties. At least two weeks' notice is required by the M CCS to schedule a make-up visit.

16. Children's Wellbeing

I accept Mackay Children's Contact Service reserves the right to discontinue contact if the child/ren: Remain unwilling to participate;

Are observed by M CCS staff to be experiencing stress that is harmful

Are observed by M CCS staff to be at risk of physical, psychological or emotional harm.

Changeovers Only:

17. Parent's role and responsibility

I understand that the parent who the child/ren arrives with will maintain supervision and parenting of the child/ren while waiting for the other parent to arrive. I will not arrive prior to 5 minutes before the scheduled changeover time. I understand that once changeover is complete, I will leave the premises of the M CCS.

I understand that observation notes are not made for changeovers however any concerning incidents or observations will be recorded and kept on file. These notes must be subpoenaed or requested by the Independent Children's Lawyer for the M CCS to release them.

I understand that I am always to follow the direction of the M CCS Supervisor. Failure to follow directions of the Supervisor may result in the M CCS not being available to the family.

Supervised Contact Visits Only:

I, the Live with Parent, understand I will not arrive prior to 5 minutes before scheduled contact visit. I understand that once scheduled visit begin. I will leave the premises of MCCA. Failure to adhere to MCCA signed agreement will result in cancellation of all contact visits.

18. Supervisor's Role:

I understand that the role of the Supervisor is always to be present with the contact parent or family member and child/ren. I understand the role of the Supervisor is primarily observation, however, may intervene on occasions when it is determined that this will be helpful to the child/ren. I understand that the Supervisor will remain within hearing distance and have clear vision of the parent and child/ren during the entirety of the visit. Toileting and nappy changes for children that require assistance are supervised by the Supervisor. I understand that this rule is in place for the safety of all clients.

Observation Notes: I understand that factual observation notes are completed after each supervised contact visit. These notes include dates, times, who attended, relevant conversations, observed interactions and activities, any incidents that occurred during the visit and the child/ren's responses to the visits. These notes are strictly observation notes. MCCA staff do not make judgements or interpretation.

These notes must be subpoenaed or requested by the Independent Children's Lawyer for MCCA to release them.

19. Parental Conduct

20. Visiting Parents/family members are to ensure that MCCA resources and toys are to be returned to its original place during the contact visit. This is to ensure the safety and benefit to all families attending at the time.

I understand it is my job to ensure that relatives and guests who attend MCCA with me, have an awareness of my signed agreement with MCCA and I will be held responsible for their behavior. I understand that all parties must co-operate with the Supervisors and Policies and procedures of MCCA.

I understand I must: always speak in a normal voice tone and NO whispering to the child/ren or allowing the children to whisper to me.

- Speak only English during the visit
- No questioning the child/ren about where they live or attend school
- No questioning the child/ren for personal details about the other parent
- Using physical punishment as a means of managing behavior
- Using contact time to talk to or to discuss personal issues with the Supervisor
- No saying or doing things which will confuse or upset the child/ren, such as:
 - Talking negatively about the other parent or their family
 - Talking about court matters, child support, any other adult matter
 - Making promises e.g.- "When you come to my house" etc., talking about where the child/ren may live in the future
 - Using inappropriate language (swearing)

I understand that failure to cooperate with MCCA staff may result in the visit being cancelled.

I understand that it is the responsibility of the parent having the contact visit to pack up all toys and kitchen items during and after the visit. It is expected that the children will be encouraged to assist their parent where appropriate. I understand it is expected of me to clean up before leaving the premises.

I understand that visits must finish at the scheduled time and I will ensure that I am ready to leave immediately at the end of a visit. The parent that the child/ren lives with will maintain supervision for their child/ren up until they are advised by MCCA staff that the visiting parent has arrived.

Preparation for Spends Time with Parent

I will prepare for the visit with my children by giving thought to age appropriate conversations and activities to do with my children prior to the visit. I am aware that I can bring my own toys and activities to the MCCS. I am aware that these toys and activities cannot be stored at the MCCS between visits.

I will bring all necessary items my children need to the contact visits. I will bring things such as food, drink, change of clothing, hat, sunscreen cream etc.

I will not remove the child/ren

21. Parental Encouragement from Lives with Parent

I will positively prepare and encourage my child/ren for contact. I will not talk negatively about the other parent or the MCCS.

I will provide any necessary items such as a hat, sunscreen, food, or drink. I agree to the other party bringing food and drink and have advised staff of any dietary/medical restrictions which need to be observed by the other party. Medical evidence is required if a particular food and drink are not permitted.

22. Third Party:

I understand that only the nominated parent/significant other can attend the contact visit.

Under no circumstances will the parent with whom the child(ren) lives with, is not to be present in the room or vicinity during the visit. The parent that the child/ren lives with will leave the premises of the MCCS while the visit is taking place.

If a third party is a sibling to the child client, our service accepts that we do not exclude nor require permission for minor siblings to attend with the visiting parent.

If a close relative or partner would like to attend the contact parent must seek prior permission from the Coordinator of the MCCS.

The parent who the child/ren lives with, will be consulted in relation to any concerns relating to people who have requested to attend. If both parties agree, then the attendance of these persons will then be at the Coordinator's discretion unless otherwise stated in current Court Orders.

Gifts

I understand that any gifts, cards, or letters I bring for my child/ren need to be checked with the Supervisor before being given to the child/ren.

Electronic Devices Policy:

Mobile phones are not permitted to be used during contact visits. Children are not allowed access to a mobile phone by a visiting parent during a visit unless for positive interactive benefits with the permission of the Supervisor.

Permission must be sought from the Supervisor prior to the phone being turned on.

Mobile phones can be turned on to take still photographs of the children if the child/ren are willing and at the discretion of the Supervisor when a parent wants to take photos. The Supervisor will manage the use of the camera to take photos. This is to ensure the privacy of children/other and staff members not captured in the photos.

If you are caught attempting to use a recording device, without the permission of the Supervisor, the visit will be immediately cancelled, and future service delivery may not be possible.

I am aware that legal matters are out of the scope of MCCS responsibility requirements and conflict with the duty of care for all involved. I will dissociate MCCS with any legal matters and find a direct communication path other than the MCCS

MANAGING BREACHES OF THE CHILD PROTECTION RISK MANAGEMENT STRATEGY

A breach is any action or inaction by any paid staff, volunteer, or client of the centre including children and young people, that fails to comply with any part of the strategy. This includes any breach in relation to:

- Statement of commitment to the safety and wellbeing of children and the protection of children from harm
 - Code of conduct for interacting with children and young people
 - Policies and procedures for handling disclosures or suspicions of harm, including reporting guidelines
 - Policies and procedures for implementing and reviewing the child protection risk management strategy and maintaining an employee register
 - Risk management plans for high-risk activities and special events
 - Strategies for communication and support

All stakeholders are to be made aware of the actions or inactions that form a breach as well as the potential outcomes of breaching the Child Protection Risk Management Strategy.

CODE OF CONDUCT

INTERACTING WITH CHILDREN AND YOUNG PEOPLE

This code of conduct applies to all paid employees, volunteers and clients who interact with children and young people in our organisation

In the event that the code of conduct for interacting with children and young people is breached, actions will be taken in accordance with our organisation's plan for managing breaches of the child protection risk management strategy.

I have received the following:

1. **A copy of this Client Services Agreement**
2. **Grievances:** I have received a copy of the MCCS Brochure,
informing me of my rights and what actions I can take if I have a concern or complaint with the service)
3. **Fee and Policy Statement**

You will receive text messages for notifications purposes. Please do not respond to the text received. Ring office for your inquiry.

I agree to the use of thermometer for temperature checking at times may be necessary: Yes No

I will abide by the MCCS rules of Covid safety social distancing and the use of hand sanitation upon arriving.

23.Cancellation of use of MCCS

I understand that:

- a. my failure to comply with the terms that are set out in this Client Services Agreement may result in the cancellation of the use of MCCS.
- b. any decision to cancel the use of MCCS if I have failed to comply with the terms set out in this Client Services Agreement is at the sole discretion of the Coordinator in conjunction with the Committee.
- c. in the event that the service is cancelled because of my failure to comply with the terms of the Client Services Agreement then a letter will be sent both to myself and the other party, advising that reason the service is being cancelled was due to my failure to comply with terms set out in this Client Services Agreement. I understand the specific reason may be detailed in that letter and that the other party will then have written notice of the reason for the cancellation.
- d. Once the use of the Service has been cancelled, I will need to make a new request to use MCCS and if that is permitted, as a condition of my using the Service I will need to sign a new Client Services Agreement and agree to any additional conditions that may be imposed by MCCS as a condition of my using this service.

I confirm that I have read the terms of this Client Services Agreement and I agree to abide by the rules and terms set out in this Agreement. I understand that my use of this Service may be cancelled if I fail to comply with the terms of this Client Services Agreement in accordance with the terms set out in clause 24 of this Agreement.

I will enter the building via _____ Street.

Name _____

Signature: _____ Date

Relationship too child/ren: _____

MCCS Staff Member: _____ Date