

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

ADMINISTRATIVE ORDER NO. 5.310-10/2022*

IN RE: SUPERVISED VISITATION PROGRAM
PROVIDERS

Supervised visitation programs are an essential element to the Unified Family Court model and an important resource for the Unified Family Court. Supervised visitation programs help to provide a safe environment for a child to visit with a non-custodial parent, facilitate family cooperation, support the family's independence from the court system, and may provide crucial information to the judge.

Chapter 753, Florida Statutes, governs supervised visitation programs. Chapter 753 established the Institute for Family Violence Studies in the School of Social Work of the Florida State University as the "clearinghouse" responsible for developing standards for supervised visitation programs and collecting resources and research on their use.

On November 18, 1999, the Supreme Court of Florida entered Administrative Order 99-59 which adopted the proposed minimum standards for supervised visitation programs. **A copy of the A.O. and Supreme Court Minimum Standards is attached to this Administrative Order as Exhibit "A".** The Supreme Court also directed the Chief Judge of each circuit to enter into agreements with supervised visitation centers confirming they are willing to comply with the minimum standards. *See also* § 753.04(1), Fla. Stat. Separately, section 753.05, Florida Statutes, sets forth additional minimum standards for referrals to supervised visitation providers involving child sexual abuse. *See also* § 39.0139(5)(b), Fla. Stat.

Under A.O. 99-59, trial judges are directed to only order parties to utilize supervised visitation programs which have entered into agreements with the chief judge. However, neither the Supreme Court's Administrative Order nor Chapter 753, Florida Statutes provides for any formal certification or enforcement process of these standards. Supreme Court A.O. 99-59 acknowledges that the adopted standards eliminated certification by the chief judge. Sections 753.03(3) and 753.04(2) both contemplate that a certification and compliance monitoring process would be implemented, but provide no direction or responsibility to any party to do so.

This Circuit recognizes the integral element of Unified Family Court and believes that supervised visitation programs are an element of a model Unified Family Court and an important resource to Unified Family Court Judges. This Circuit also recognizes that additional certification and monitoring processes are required in order to ensure the safety of children and parties referred by the court to such programs.

NOW, THEREFORE, pursuant to the authority conferred by Florida Rule of General Practice and Judicial Administration 2.215, it is **ORDERED** as follows:

I. Registry of Approved Providers

1. **Court Administration** will create and maintain a registry of approved supervised visitation programs to which cases may be referred for supervised visitation. The registry shall include, to the extent possible, the contact information for each individual or entity approved to receive referrals for court ordered supervised visitation, business address, email address, and telephone and fax number(s). The approved list shall be updated annually to coincide with the state fiscal year (July 1 to June 30).

II. New Applicants

1. Qualified supervised visitation programs may be added to the Circuit's registry by completing and submitting an application electronically to the following address:

Tara Kranz, Family Court Manager
tkranz@pbcgov.org

2. Applicants must complete an application demonstrating they are able to comply with the Supreme Court of Florida Minimum Standards for Supervised Visitation Program Agreements. **A copy of the Circuit's Application is attached to this Order as Exhibit "B"**. A copy of the application will also be made available on the Circuit's website at: <https://www.15thcircuit.com/services/ufc/how-to-be-provider>
3. **Applicants must submit the affidavit attached to the application confirming that all supervised** visitation program staff who have direct contact with program clients or children **have received** acceptable results of a background check in accordance with Florida Department of Law Enforcement standards prior to receiving an agreement to accept referrals for court-ordered supervised visitation.
4. Once approved by the Chief Judge or their designee, and upon completion of all required background checks, successful applicants will be required to execute a Letter of Agreement with the Circuit prior to receiving and accepting any cases for court-ordered supervised visitation. **A template Letter of Agreement is attached to this Order as Exhibit "C"**.

III. Annual Renewal

1. Pursuant to the Supreme Court Minimum Standards, supervised visitation program providers must annually submit an Affidavit of Compliance with the minimum standards to the Chief Judge. **A form Renewal Affidavit of Compliance is attached to this Order as Exhibit "D"**. The annual Affidavit of Compliance must be submitted electronically to Tara Kranz, Family Court Manager, at tkranz@pbcgov.org by July 1 of each year. **Failure to submit an annual Affidavit of Compliance by July 1 of each year will result in automatic removal of the provider.**

IV. Referral By the Court

1. Consistent with Florida Supreme Court administrative order, judges may only order litigants to a supervised visitation program with which the Circuit has an agreement. The selection of a supervised visitation program need not be in strict rotation and may be done in consultation with the parties so that a program is selected that has a location convenient for the parties and that offers services within the financial means of the parties.

V. Grievance Procedure

1. **Any complaints or concerns regarding a supervised visitation provider, visitation supervisor, visitation monitor, or therapeutic supervisor must be provided in writing to Tara Kranz, Family Court Manager, at tkranz@pbcgov.org. Upon receipt of the written complaint, the Circuit will review and make appropriate recommendations to the Chief Judge or Chief Judge's designee.**

VI. Removal from Approved List

1. A supervised visitation program may be removed from the Circuit's approved list upon recommendation to the Chief Judge or Chief Judge's designee by a judicial officer or other court staff. When such recommendation is made, the Chief Judge or Chief Judge's designee may request a meeting with the supervised visitation program to discuss the circumstances. After such meeting, or after review of any recommendation made by the Chief Judge's designee, the Chief Judge will determine whether the supervised visitation provider should remain on the Circuit's approved list.

VII. Duty to Notify Court Administration

1. A supervised visitation program that executes an agreement with the Circuit to provide court-ordered supervised visitation in appropriate cases must immediately notify the Chief Judge or Chief Judge's designee and **Court Administration** when any of the following listed events occur. When the supervised visitation program or any principal, employee, or **independent contractor** thereof is:
 - a. Named as a respondent in any injunction involving personal protection, including dating violence, domestic violence, repeat violence and sexual violence, or stalking, in any jurisdiction.
 - b. Named as a parent or guardian of a child in a dependency action, in any jurisdiction.
 - c. Named as a party to any legal proceeding within the Fifteenth Judicial Circuit.
 - d. Arrested, convicted, held in contempt by a court of legal jurisdiction, had adjudication withheld, enters a plea of "no contest," or enters a plea agreement for any offense other than a civil traffic infraction, in any jurisdiction.
 - e. Named as a respondent in any grievance or formal complaint filed by the licensing authority for any license held by the supervised visitation program.
 - f. Involved in any conduct that might reasonably be construed to disqualify a person from selection for service as a supervised visitation program under the standards

and qualifications specified in this Administrative Order or any agreement between the supervised visitation program and the Circuit

DONE and **SIGNED** in Chambers at West Palm Beach, Palm Beach County, Florida, this 21st day of October, 2022



Glenn Kelley, Chief Judge

*supersedes admin. order 5.310-6/2022

Supreme Court of Florida

IN RE: SUPERVISED VISITATION

ADMINISTRATIVE ORDER

By opinion and administrative order, the Court previously directed the Family Court Steering Committee (Steering Committee) to develop recommendations on the characteristics of a model family court, including organization, policy, procedures, staffing, resources, and linkages to community-based programs and services that may be of assistance to families in litigation.

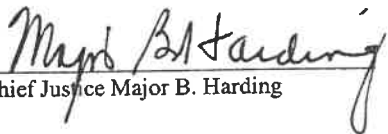
Supervised visitation programs are one element of a model family court and an important resource for the family court judge. These programs help to: provide a safe environment for a child to visit with a non-custodial parent; facilitate family cooperation; support the family's independence from the court system; and may provide crucial information to the judge. These programs have developed on an informal basis and do not operate under any uniform standards or guidelines. No entity is responsible for providing oversight of the programs that operate outside of the court system.

The Steering Committee resolved that supervised visitation centers, as a resource available to the court, should be held to minimum operational standards and that courts would be remiss in not considering the standards, resources and operations of such centers prior to ordering parties to use them. Subsequently the Steering Committee developed proposed standards that were circulated to the chief judges for comment and were submitted to this Court for consideration.

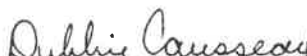
The standards, as submitted to the Court, provided for standards of operation and for certification of the programs by the chief judge. The standards adopted by this order have eliminated the certification of these programs by the chief judge.

Accordingly, the chief judge of each circuit is hereby directed to enter into an agreement with supervised visitation centers that are willing to comply with the attached standards and effective July 1, 2000, trial judges, when ordering the parties to utilize a supervised visitation program, shall only order parties to supervised visitation programs that have entered into an agreement with the chief judge. Supervised visitation programs operating under the auspices of the court shall comply with these standards by January 1, 2000.

DONE AND ORDERED at Tallahassee, Florida, on November 18, 1999.


Chief Justice Major B. Harding

ATTEST:


Debbie Causseaux, Acting Clerk



Supreme Court of Florida

MINIMUM STANDARDS FOR SUPERVISED VISITATION PROGRAM AGREEMENTS

I. PROGRAM STRUCTURE

A. Terminology

- (1) Authorized person is a person authorized by the court to be present, in addition to the noncustodial parent, during supervised contact.
- (2) Chief judge means the chief judge of a judicial circuit or his or her designee.
- (3) Child means a unmarried person under the age of 18 who has not been emancipated by order of the court and whose contact with a noncustodial parent is supervised pursuant to a court order. Child may mean more than one child.
- (4) Client means the custodial parent, noncustodial parent, or child receiving supervised contact services pursuant to a court referral to a supervised contact program.
- (5) Custodial parent means a natural or adoptive parent, guardian, or state agency and its representatives, who has temporary or permanent legal custody of a child.
- (6) Documented exchange means that the program documents the transfer of the child between the parents. This type of exchange can be used when there is a history of missed, late, or inconsistent visitation.
- (7) Exchange monitoring means the supervision of a child's movement from the custodial to noncustodial parent at the start of noncustodial parent/child visit or from the noncustodial parent back to the custodial parent at the end of visit. This type of supervised contact is for those cases in which contact causes conflict between the adults but the contact between the parent and child could be expected to proceed without incident.
- (8) Facilitate means to encourage age-appropriate activities, promote a child's safety and welfare, and discourage inappropriate conduct. "Facilitate" should not be construed to mean therapeutic intervention.
- (9) Florida Clearinghouse on Supervised Visitation is the entity within the Institute for Family Violence Studies of the Florida State University School of Social Work that serves as a statewide resource on supervised visitation issues by providing technical assistance, training, research, and legal assistance.
- (10) Governing authority is a board or other body of individuals responsible for the development and operation of an independent program or the chief judge, in the case of a program operating under the auspices of the court.
- (11) Group supervised visitation means one supervision monitor/observer for several families.

- (12) Individual supervised visitation means one visitation monitor/observer for one family.
- (13) Noncustodial parent may refer to a biological parent or other adult authorized by a court order to have supervised contact with the child.
- (14) Off-site supervision is supervision of contact between the noncustodial parent and child that occurs away from a site under the control of the program and visit supervisor. Off-site supervision may occur in a group setting or on an individual basis.
- (15) On-site supervision refers to the supervision of a noncustodial parent and child on a site under control of the program and visit supervisor. On-site supervision may include a range of closeness of supervision from continuous close monitoring to periods of time during which the noncustodial parent and child are intermittently monitored by video or audio. On-site supervision may occur in a group setting or on an individual basis.
- (16) Phone monitoring may be when the program contacts parties by phone to verify that visitation occurred as ordered, or when the program monitors an actual phone call between the parent and child.
- (17) Program means a person, society, association, or agency, operating independently or under the auspices of the court, that has entered into a program agreement with the chief judge of a circuit to provide supervised contact services pursuant to a program agreement and court order. Program may also include supervised visitation operating under the auspices of the court.
- (18) Program Agreement is a written understanding between the court and an independent provider of supervised contact services including, but not limited to, the scope and limitations of the provider's services, the procedures for court referrals to the provider, and the manner and procedures for communicating with the court and providing written reports to the court. The Program Agreement incorporates the program's written operational policies and procedures.
- (19) Therapeutic Supervision is the provision of therapeutic evaluation or therapeutic intervention to help improve the parent-child interactions. Therapeutic supervision may only be provided by order of the court and only by trained certified or licensed mental health professionals.
- (20) Supervised Contact may include supervised visitation, monitored exchange, and third party exchange services provided by a program pursuant to a program agreement and court order.
- (21) Visitation Agreement is a written agreement between the program and each custodial and noncustodial parent including, but not limited to, specific rules, responsibilities, and requirements of the program and the consequences of failing to abide by the same. The visitation agreement shall also advise the clients that no confidential privilege exists as the program's records, except as provided by law or order of the court.
- (22) Visitation Monitor/Observer is the individual trained and authorized by a program to observe the contact between the noncustodial parent and the child and to document such observations, as provided by the program agreement and these standards.
- (23) Visitation Supervisor means the individual authorized to facilitate, intervene, and terminate a visit, if necessary. The visitation supervisor may also be the visitation monitor/observer.

B. Purposes of Providing Supervised Visitation

- (1) To assure the safety and welfare of the child, adults, and program staff during supervised contact.
- (2) To enable an ongoing relationship between the noncustodial parent and child by impartially observing their contact in a safe and structured environment and to facilitate appropriate child/parent interaction during supervised contact.
- (3) Where appropriate, to provide written information to the court regarding the supervised contacts.

C. Scope of Services

Supervised contact programs in each judicial circuit shall determine the range of visitation services offered, dependent upon available resources. If resources permit, services shall be offered for dependency, family law, domestic violence cases or other cases as designated by the chief judge. The scope of services should be clearly defined in the program agreement.

D. Guiding Principles

- (1) For all supervised contact services provided by a program pursuant to a court order, the primary obligation shall be to the court.
- (2) Supervised contact is not a long-term solution to a family's problems. The short-term goal is to enable an ongoing relationship between the noncustodial parent and child by impartially observing their contact in a safe, healthy, and structured environment. The long-term goal is to facilitate unsupervised visitation in most cases and establish less structured supervision, where possible, in the remaining cases.
- (3) A program should be independent, accessible, safe, and designed to promote the welfare of the child and family and facilitate parent/child interaction during contact.
- (4) A program's governing authority, training and experience of visitation supervisors, and other resources shall determine the range of services provided and number of clients served.

E. Roles

- (1) The chief judge in each judicial circuit has responsibility for:
 - a. the oversight of a program operating under the auspices of the court; and
 - b. entering into a program agreement with independent programs that are in compliance with minimum standards for providers of supervised contact services.
- (2) The role of the judge is to determine when supervised contact is appropriate and to ensure that referrals for supervised contact are comprehensive and specific as to the conditions under which the supervised contact is to occur, including the party responsible for the payment of fees for the supervised contact services. The judge shall also ensure that referrals are appropriate for the level of service available in a program.
- (3) The role of a program is to provide a safe, independent site at which supervised contact between the noncustodial parent and child may occur; to ensure that program staff have

adequate training to observe the contact; and where appropriate, provide written information about such contact to the court.

- (4) The role of a program director/coordinator is to ensure the overall quality of services provided and he/she will also be able to assume roles associated with that of visitation supervisor.
- (5) The role of the visitation supervisor is to:
 - a. maintain independence from parties;
 - b. ensure that contact between parties proceeds pursuant the visitation agreement and court order;
 - c. relay relevant information relating to the child's welfare between the custodial and noncustodial parent at the commencement and conclusion of supervised contact (e.g. special needs, medication, diet, etc.);
 - d. intervene, where necessary or appropriate, to ensure the welfare of the child or parent;
 - e. if necessary, facilitate child/parent interaction during the supervised contact;
 - f. terminate the visit if the child's safety or that of other parties or staff cannot be maintained;
 - g. provide constructive feedback, correction, or redirection;
 - h. document the visits consistent with the program agreement.

The visitation supervisor may use a visitation monitor/observer to assist in these roles, but the supervisor is ultimately responsible.

Commentary

Nothing in these standards shall be construed to restrict the court in ordering supervised visitation or exchange by the Department of Children and Families, any private mental health professional, and/or other third party as designated in a court order.

II. PROGRAM ADMINISTRATION

A. Governing Authority. Each program shall have a governing authority as defined in these standards.

B. Administration of Programs

- (1) All programs receiving judicial referrals shall comply with these minimum standards.
- (2) Program services shall be provided in a location suitable for the type of supervised contact services provided and be accessible for clients with various needs.
- (3) Independent programs shall annually submit an Affidavit of Compliance with these minimum standards to the chief judge.
- (4) The chief judge may monitor the programs for compliance with the program agreement.
- (5) In the event of a conflict between these minimum standards and local requirements, the chief judge may apply to the Chief Justice for waiver of applicability.
- (6) A program must immediately notify the chief judge of any changes to a program's role, function, operational policies and procedures and/or capacity that affect the program's services provided to the court or its clients.
- (7) A program shall comply with all applicable local, state, and federal laws, statutes and/or regulations.

C. Operating Policies and Procedures. A program shall have comprehensive written operating policies and procedures, which shall include, at a minimum:

- (1) types of services and manner in which they are provided;
- (2) case acceptance and discharge policies;
- (3) procedures for communication with the court, including how the program and the court will avoid impermissible ex parte communication;
- (4) procedures for providing reports to the court;
- (5) the visitation agreement;
- (6) payment of fees;
- (7) hours of operation that are accessible to use;
- (8) restrictions for transportation of children;
- (9) security measures and emergency protocol and/or procedures;
- (10) grievance procedures;
- (11) policies and procedures regarding release of information;
- (12) employment policies and policies governing the acceptance and discharge of volunteers, including: non-discrimination policies regarding the employee or volunteer's race, religion, gender, sexual orientation, national origin, age, disability, marital status; and policies that comply with the laws and regulations governing fair employment practices.

D. Case Acceptance

- (1) Referrals from the court for any supervised contact service shall be by court order. However, these standards shall not preclude programs from entering into contracts with entities other than the court, such as the Department of Children and Families.
- (2) Upon referral and prior to accepting the case, programs will conduct an intake, for the purpose of obtaining relevant information about the case, the parents, and the child, including special needs of the child.
- (3) Programs shall not discriminate against any client due to race, religion, gender, sexual orientation, national origin, age, disability, marital status, or inability to pay.
- (4) A program shall decline to accept a case for which they cannot reasonably ensure the safety of all clients, program staff, and volunteers, including but not limited to the following reasons:
 - a. the volatile nature of the case or client;
 - b. visitation supervisors are not adequately trained to manage issues identified in the intake;
 - c. facilities are not adequate to provide the necessary level of security;
 - d. insufficient resources; or
 - e. conflict of interest.

Commentary

Programs are encouraged to provide services on a sliding fee basis for clients who have limited financial resources. The court and the program should consider developing a protocol for dealing with the nonpayment of fees, such as civil contempt or other coercive measures available to the court. Also, the court should consider assessing costs against a parent failing to participate in a scheduled supervised contact without good cause or proper notice to the program or other parent.

It is not intended that a program use its authority to decline a case because the program or its personnel believe that contact should not be allowed in a particular type of case or disagrees with a judge's decision to allow contact in a particular case.

E. Intervene or Terminate Contact

- (1) A visitation supervisor shall intervene or terminate a supervised contact whenever he or she believes that the safety of clients, program staff, and volunteers cannot be reasonably ensured.
- (2) A visitation supervisor may intervene or terminate a supervised contact for the following reasons:
 - a. One or both of the clients have failed to comply with the visitation agreement, the directives of the visit supervisor, or the court's order of referral;
 - b. The child becomes ill; or
 - c. The child cannot be comforted for a period exceeding 30 minutes.

- (3) A visitation supervisor shall have the sole discretion to withhold presentation of any inappropriate item or gift from the noncustodial parent to the child.

Commentary

Failure to pay should not be confused with inability to pay. Ability to pay is determined by the court.

F. Discharge

- (1) A program shall suspend or discharge clients for the following reasons:
- a. termination of court referral;
 - b. safety concerns that cannot be addressed or other issues involved in the cases that cannot be effectively addressed by the program.
- (2) A program may suspend or discharge clients for the following reasons:
- a. the case places an undue demand on the program's resources;
 - b. one or both of the clients have failed to comply with the visitation agreement, the directives of the visit supervisor, or the court's order of referral;
 - c. the client continually refuses to pay court ordered fees for supervised visitation services; or
 - d. expiration of the time limit set out by the program or visitation agreement.
- (3) A program shall immediately (within 72 hours) provide written notice to the court and the parties if:
- a. program services have been suspended or terminated under a condition outlined above;
 - b. the parties agree that they can manage visits or exchanges without supervision; or
 - c. the parties violate specific terms of the supervised contact as provided in the court order for supervised contact.

G. Records Management

- (1) **Maintaining Records Generally.** A program operating under the auspices of the court shall maintain records pursuant to rule 2.075, Florida Rules of Judicial Administration; independent programs shall maintain all records for a period of 5 years from the last recorded activity, or until the child reaches the age of majority, whichever occurs first.
- (2) **Financial Records.** A program shall maintain appropriate and accurate financial records and follow generally accepted accounting principles.
- (3) **Policies and Procedures.** A program shall make written operating policies and procedures available for review, upon request of a client.
- (4) **Personnel Records.** A program shall maintain a written personnel record for each employee or volunteer, including but not limited to:
- a. application or resume;

- b. job title/description;
- c. law enforcement records check;
- d. copy of a valid photo identification card recognized in this state for the purpose of indicating a person's true name and age;
- e. documentation of employee or volunteer's satisfactory completion of minimum training requirements provided in these standards; and
- f. any other documents obtained or created by the program pertaining to the employee or volunteer.

(5) **Client Records.** A program shall keep records of all supervised contact services provided pursuant to court order, including but not limited to:

- a. intake information to include at a minimum:
 - 1. case name, case number, and nature of referral;
 - 2. division of court;
 - 3. court order/referral to program;
 - 4. photo identification of custodial parent, noncustodial parent, authorized person, and persons authorized to deliver, pick-up, or transport a child, excepting an authorized agent of the Department of the Child and Family Services;
 - 5. safety and medical concerns; or
 - 6. photo and authorization for alternative custodian, if any.
- b. written correspondence concerning each client or case, including reports to the court; and
- c. cancellations, closures, documentation and written observations, if any.

H. Disclosure of Case Information.

A program shall maintain all records in a discrete manner and shall not disclose, or participate in the disclosure of, information relating to a case to any person who is not a party to the cause, except in reports to the court or as provided by law or court order. Each program shall have a policy protecting any information that might reveal the location of domestic violence victims and their children or any other information that is confidential, as provided by law or order of the court. Release of case information shall be covered by written policies and procedures.

I. Out-of-Circuit Referrals and Courtesy Monitoring

A program has the sole discretion to accept or decline a case referred by the court from another jurisdiction. When such cases are accepted, the program must direct all communication to the referring court.

J. Complaints

- (4) A program must have written procedures regarding the internal management of complaints lodged by clients, or any other party to a case.
- (5) If complaints cannot be resolved through a program's internal grievance procedure, the complaint may be brought to the court's attention by motion to the court.
- (6) Complaints about a program's operational policies and procedures, administration, or management must be directed to the chief judge for resolution.

K. Security

- (1) A program must have written security policies that include:
 - a. evacuation procedures in case of an emergency;
 - b. agreements with local law enforcement;
 - c. handling of critical incidents such as violent, dangerous, or inappropriate behavior of clients, for example, the attempted abduction of a child; and
 - d. handling of medical emergencies, client, staff, or volunteer injuries, and worker's compensation procedures.
- (2) A program must take reasonable security precautions, including an intake and case review procedure, for identifying cases that may have security issues and risks prior to providing supervised contact services.

L. Insurance

A program must have general and liability insurance for staff and volunteers.

Commentary

It is not intended that programs operating under the auspices of the court obtain general and liability insurance in addition to that provided by risk management in the court system.

III. PROGRAM STAFF/VOLUNTEER CERTIFICATION AND TRAINING REQUIREMENTS

A. General Requirements

Prior to receiving assignments from the program, all program staff, whether paid or volunteer, who have direct contact with program clients or children, must have:

- (1) attained the age of 19 years;
- (2) acceptable results of a background check in accordance with Florida Department of Law Enforcement standards for child care providers;
- (3) attended a screening interview with the Program Director/Administrator or his/her designee that includes:
 - a. an application review;
 - b. having executed a signed statement which addresses the areas of confidentiality;
 - c. having executed an affidavit of moral character; and
 - e. having executed an affidavit of disclosure that lists any and all active pending criminal or civil litigation;
- (4) successfully completed any additional training requirements for the position as specified in this section.

Commentary

These requirements shall not apply to individuals, groups, or organizations who may be providing special services to the center (e.g., maintenance, cleaning, or other “in-kind” or school public services) requirements which are unrelated to direct supervised visitation services.

B. Employment Categories and Specific Requirements

- (1) **Program Director/Administrator.** A program administrator is responsible for the operation of the center, employment and supervision of staff, and the administration of programs. Employment and volunteer applicants, regardless of qualifications, shall be accepted and/or terminated at the discretion of the Program Director/Administrator. Persons acting in this capacity by a different title in any center shall meet the qualifications, and have the authority, of a Program Director/Administrator. Persons performing in this capacity report directly to the governing board or the governing authority for the program.

Minimum Qualifications:

Graduation from an accredited college or university with a bachelor’s degree in social services or related field. Progressively responsible experience in the area of child abuse, domestic violence, custody, visitation and/or family issues may substitute for the recommended college education on a year for year basis; and

Two (2) years professional experience which includes knowledge of child abuse, domestic violence, custody, visitation and/or family issues.

Demonstrated proficiency in competency based training as specified by the Florida Clearinghouse on Supervised Visitation.

- (2) **Visitation Supervisor and Monitor/Observer.** Persons performing in this capacity are responsible for supervising noncustodial parent contact with children in accordance with the program's goals and objectives. They may record observations of visits on the center's standardized form, complete checklists, and may prepare reports to the court, as provided in Section IV of these standards.

Minimum Qualifications: Prior to supervising visitations, persons in this capacity shall complete:

Two (2) hours of orientation training in the following areas: practice, policy and procedures; use of forms; confidentiality; security; levels of supervision; observation techniques; and recording observations; and

Five (5) hours in a mentoring program with a practicing supervised visitation monitor either at an existing visitation program or with a licensed professional who has at least one (1) year of experience in supervising visitations.

Training:

Demonstrated proficiency in competency based training as specified by the Florida Clearinghouse on Supervised Visitation, which shall include, but shall not be limited to the areas of child development, child abuse indicators, mental health, substance abuse, parental alienation, domestic violence, cultural diversity and crisis intervention.

- (3) **Clerical/Maintenance Staff.** Clerical staff provide services in the program office, or in areas of the program where specialized training in visitation supervision techniques is not required.

Minimum Qualifications:

Educational level, or work experience, sufficient to meet the responsibilities of the specific task(s); and

Completion of an orientation program of at least two (2) hours which includes an overview of the center's goals and objectives, the assignments of administrative staff, confidentiality, and security for clients and staff.

- (4) **College Interns.** College interns perform services under the guidance and direction of the program director or visitation supervisor staff. The internship shall be a learning experience with specific goals and objectives. Besides the general requirements specified for other staff who have contact with clients, interns shall meet the following additional qualifications:

Enrollment in an accredited four year college or university and official enrollment in a practicum/internship program under the supervision of a college instructor/administrator;

Official enrollment in a college or university in an area of major studies related to the function of the center;

Presentation of clearly defined educational goals and objectives related to supervised visitation.

IV. REPORTS TO THE COURT

Each circuit is responsible for developing an agreement with local providers which sets forth procedures for providing reports to the court. Regardless of the procedures or format selected, programs should use checklists or clear and concise statements to record what happens during the contact and should avoid including opinions and judgments. The supervisor should only report attendance and observable behaviors. These standards should specifically address:

A. Frequency of Reports

- (1) immediately upon incident;
- (2) upon request from the court or other agency;
- (3) by subpoena; or
- (4) periodically.

B. Reporting Method

- (1) written; or
- (2) verbal.

C. Report Format

- (1) **Detailed Observation.** Detailed observations offer a comprehensive account of events that took place between the noncustodial parent and child. Providers may use a checklist during the visit which records the level of adherence to visitation arrangements by the parent, for example, compliance with scheduling and program rules. Providers may also wish to include an objective account of all behaviors and actions observed between the parent and child as they occur.
- (2) **Summary.** Summary reports provide an overview of the interaction that took place between the parent and child during a supervised visit. The summary report must be factual, objective and absent of any professional recommendations. Unlike the detailed observation report, the summary report shall not contain a comprehensive list of all behaviors observed between the parent and child. Instead this report is meant to provide the court with a brief synopsis of the visitation.
- (3) **Incident.** Incident reports provide a detailed account of potentially harmful behavior exhibited by a parent or child, either towards another client or program staff, during the supervised contact. Typically the provider observes a behavior or action from the parent that he/she perceives as an indication for alarm and will immediately submit a detailed account of the incident. This account would include, when the incident took place, what initiated the behavior, how the incident occurred, the reaction of the clients, and the action(s) taken. Once again, this shall strictly be a factual account and shall not offer a professional opinion as to what course of action should be sought regarding this incident.
- (4) **Evaluative.** Evaluative reports provide an assessment which offers professional opinions and recommendations as to the observed contact between the parent and child. Such reports should be completed by a licensed mental health professional or otherwise qualified professional. Without prior approval from the chief judge, or from the court, a program

should not offer a report that provides recommendations or expresses opinions, specifically an opinion about the appropriate future course of access between a parent and child who have been supervised by a program.

Commentary

The term evaluative should not be confused with an expert evaluation of a minor child provided in accordance with rule 12.363, Florida Family Law Rules of Procedure.

- D.** All observation notes or reports should indicate that the contents of the notes reflect the various levels of training and experience of the different observers; that the observations have occurred in a structured and protected setting; and that care should be exercised by any reader in making predictions about how the contacts might occur in a different setting.



Fifteenth Judicial Circuit NEW Supervised Visitation Provider Application

Organizations seeking to be added to the 15th Circuit's list of Approved Supervised Visitation Providers must (a) submit a complete application, as set forth below, and (b) execute a Letter of Agreement with the Circuit. *See* Administrative Order 5.310 (**as amended**). The purpose of this Application is to ensure that applicants are able to comply with the Supreme Court of Florida Minimum Standards for Supervised Visitation Program Agreements, a copy of which is attached to Admin. Order 5.310 (**as amended**).

ADMINISTRATIVE ORDER AND SUPREME COURT MINIMUM STANDARDS:

- By submitting this application, the applicant certifies that he/she has read and is familiar with Administrative Order 5.310 (as amended). The administrative order can be found on the Circuit's website at <https://www.15thcircuit.com/administrative-orders> by clicking the button for AOs by Topic and navigating to Series 05 – Unified Family Courts.
- By submitting this application, the applicant also certifies that he/she has read and is familiar with the Supreme Court of Florida Minimum Standards for Supervised Visitation Program Agreements, a copy of which is attached to Admin. Order 5.310. A copy of the minimum standards can also be found here: https://familyvio.csw.fsu.edu/sites/g/files/upcbnu1886/files/documents/Supreme_Court_Standards_for_SV_from_1998.pdf

CRIMINAL HISTORY BACKGROUND CHECK(S):

- All staff who have direct contact with program clients or children will be required to **complete** a criminal history report obtained through the Florida Department of Law Enforcement ("FDLE"). You can order this report (charge of \$24.00) by going to <https://web.fdle.state.fl.us/search/app/default>. Contact FDLE directly at **850-410-8109** for technical questions or issues.
- **All applicants must execute the attached affidavit confirming that the affiant personally reviewed a Florida Criminal History Record Check provided by the Florida Department of Law Enforcement for every member of program staff, whether directly employed or independently contracted, who has or will have direct contact with program clients or children.**

QUESTIONS:

- Questions regarding this application should be directed to Tara Kranz, Family Court Manager at tkranz@pbcgov.org or (561) 355-1764.



**Fifteenth Judicial Circuit
NEW Supervised Visitation Provider Application**

1. General Information

Organization Name:			
Contact Name:			
Principal Address:			
Contact Phone Number:		FEI/EIN Number:	
Contact Email:		Website:	

2. Program Staff Information

Please list the names and positions of all directors and visitation supervisors in your organization. If you provide services in multiple counties, list only the visitation supervisors who will be providing services in Palm Beach County. For each person listed, you will need to **confirm that** a criminal history report (background check) obtained through the Florida Department of Law Enforcement **yielded acceptable results**. *See* Supreme Court Minimum Standards, Section III.A(2). If additional space is needed, please attach a list to your application.

Name	Position/Title
	Program Director/Administrator
	Visitation Supervisor and Monitor/Observer

- ☐ I affirm that the above staff meet the minimum qualification and training standards set forth in the Supreme Court Minimum Standards, Section III.A. and B.

3. Insurance

All Supervised Visitation Programs must have general and liability insurance for all staff and volunteers. *See* Supreme Court Minimum Standards Section II.L.

- ☐ I have submitted copies of my general and liability insurance policies along with this application.

4. Policies, and Other Requirements

Supreme Court Minimum Standard II.C requires supervised visitation programs to have comprehensive written operating policies and procedures on several identified items. For each item below, please either provide a *separate and itemized* written policy or procedure, or provide a *specific reference* to the portion of your policies and procedures where the item is addressed. You may find additional resources at:

<https://familyvio.csw.fsu.edu/supervised-visitation/standards-best-practices>

- A. The types of services and manner in which they are provided. *If you are planning to accept referrals involving child sexual abuse, please provide a separate policy or procedure for handling such cases addressing your compliance with Section 753.05, Fla. Stat.*
- B. Case acceptance and discharge policies. *Refer to Supreme Court Minimum Standard II.D, E. and F.*
- C. Procedures for providing reports to the court if requested *Refer to Supreme Court Minimum Standard IV.*
- D. Visitation agreement. *Refer to Supreme Court Minimum Standard I.A. (21).*
 - ☐ I have submitted a copy of my proposed visitation agreement with custodial and non-custodial parents
- E. Payment of fees. *Please describe the fees you will be charging and the acceptable forms of payment*
- F. Hours and location(s) of operation that are accessible to use
- G. Restrictions for transportation of children:
- H. Security measures and emergency protocol and/or procedures *Refer to Supreme Court Minimum Standard II.K.*
 - ☐ I have submitted a copy of a Law Enforcement Agreement with local law enforcement as required by the standards.
- I. Grievance procedures *Refer to Supreme Court Minimum Standard II. J.*
- J. Policies and procedures regarding release of information *Refer to Supreme Court Minimum Standard II.H.*
- K. Employment policies and policies governing the acceptance and discharge of volunteers, including: non-discrimination policies regarding the employee or volunteer's race, religion, gender, sexual orientation,

national origin, age, disability, marital status; and policies that comply with the laws and regulations governing fair employment practices.

L. Policies and Procedures to be used for non-English speaking clients



Fifteenth Judicial Circuit

**AFFIDAVIT REGARDING FLORIDA DEPARTMENT OF LAW ENFORCEMENT
BACKGROUND CHECKS AND RESULTS**

Before me, the undersigned authority, personally appeared _____,
(Affiant), who, first being duly sworn or affirmed by me, under penalty of perjury, states as follows:

1. I am over the age of 18 and fully competent to make this affidavit. The facts stated herein are true and correct and are based on my personal knowledge.
2. I am the Program Director/Administrator for _____.
3. I personally reviewed the Florida Department of Law Enforcement ("FDLE") background checks for every member of program staff, whether directly employed or independently contracted, who has or will have direct contact with program clients or children.
4. The FDLE background checks yielded acceptable results in accordance with Florida Department of Law Enforcement standards for childcare providers.

Dated: _____

Signature

Printed Name

Sworn to (or affirmed) and subscribed before me, the undersigned authority, on this _____ day of _____, 20____.

Personally known _____ Produced identification _____

Type of ID produced _____

Notary Public, Deputy Clerk, or other authority

NAME: _____

Commission No. _____

My Commission Expires: _____

**LETTER OF AGREEMENT BETWEEN
SUPERVISED VISITATION PROVIDER AND
THE FIFTEENTH JUDICIAL CIRCUIT**

In accordance with Florida Statute section 753.04, The Fifteenth Judicial Circuit (the "CIRCUIT") and _____ (the "SUPERVISED VISITATION PROVIDER") enter into this Letter of Agreement.

WHEREAS, the Florida Supreme Court entered an Administrative Order on November 18, 1999 adopting minimum standards applicable to supervised visitation providers; and

WHEREAS, Chapters 39 and 753, Florida Statutes, establish requirements for the provision of supervised visitation; and

WHEREAS, the CIRCUIT seeks to fulfill its responsibility by entering into this Agreement with the SUPERVISED VISITATION PROVIDER for the provision of supervised visitation by court order.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, the CIRCUIT and SUPERVISED VISITATION PROVIDER agree as follows:

1. Definitions.

1.1. "Letter of Agreement" or "Agreement" means the document executed by the parties that sets forth the duties and responsibilities of each party.

1.2. The "parties" to this Agreement are the CIRCUIT and the SUPERVISED VISITATION PROVIDER.

1.3. "CIRCUIT" means the Fifteenth Judicial Circuit in and for Palm Beach County Florida, which is the State Court System entity ordering individuals to supervised visitation with the SUPERVISED VISITATION PROVIDER.

2. Scope of Services, Requirements and Qualifications.

2.1. In any case in which the SUPERVISED VISITATION PROVIDER is appointed by the Court to provide supervised visitation services, the SUPERVISED VISITATION PROVIDER will:

2.1.1. Provide supervised visitation when ordered by a judge of the CIRCUIT in conformance with the requirements of Supreme Court Administrative Order 99-59, Fifteenth Circuit Administrative Order 5.310, and the provisions of Chapters 39 and 753, Florida Statutes, all of which are incorporated by reference into this AGREEMENT. **If SUPERVISED VISITATION PROVIDER will be accepting referrals involving child sexual abuse, the Child Sexual Abuse Referral Addendum must be executed in and incorporated into this Agreement.**

2.1.2. Provide supervised visitation services including monitored exchange and therapeutic visitation in cases as ordered by a judge of the CIRCUIT. Prior to accepting a case, the

SUPERVISED VISITATION PROVIDER agrees to conduct an intake for the purpose of obtaining relevant information about the case, the parents, and the child(ren), including any special needs of the child(ren).

- 2.1.3. Decline acceptance of a case where the SUPERVISED VISITATION PROVIDER cannot reasonably ensure the safety of all clients, program staff and volunteers, including but not limited to the following reasons: (i) the volatile nature of the case or client; (ii) visitation supervisors are not adequately trained to manage issues identified in the intake; (iii) facilities are not adequate to provide the necessary level of security; (iv) insufficient resources; or conflict of interest (real or perceived). In circumstances where the SUPERVISED VISITATION PROVIDER determines that a conflict of interest (real or perceived) exists regarding any case ordered by a judge of the CIRCUIT, the SUPERVISED VISITATION PROVIDER shall immediately withdraw from the case and advise the judge who ordered supervised visitation. If a conflict of interest (real or perceived) arises after the SUPERVISED VISITATION PROVIDER has initiated performance of services on a case, withdrawal from the case shall be immediately undertaken. The SUPERVISED VISITATION PROVIDER may decline any case for good cause. The SUPERVISED VISITATION PROVIDER will immediately advise, in writing, the judge ordering the services, the parties (through counsel if represented), and appropriate court case management staff, if it declines a case for any reason.
- 2.1.4. Perform the ordered visitation services to the best of the SUPERVISED VISITATION PROVIDER'S ability as ordered by a judge of the CIRCUIT. The SUPERVISED VISITATION PROVIDER shall comply with all Florida Statutes with regard to the provision of supervised visitation and always act in the best interests of the child(ren).
- 2.1.5. Maintain records of the cases, hours and days for which visitation services are provided, and report this information to the CIRCUIT on a case-by-case basis and/or as otherwise requested by the CIRCUIT.
- 2.2. The SUPERVISED VISITATION PROVIDER and his or her or its employees and staff will personally perform and complete all aspects of the visitation service and report personally, and will not delegate any portion of the evaluation or report to another.
- 2.3. The SUPERVISED VISITATION PROVIDER will provide a detailed report to the CIRCUIT of services provided, dates of services, attendance records, observations and therapeutic interventions, as appropriate, within ten (10) days of the termination of services, or upon request of the presiding judge ordering supervised visitation or the CIRCUIT.
- 2.4. The judge ordering supervised visitation or other court staff will provide a copy of the order to the SUPERVISED VISITATION PROVIDER, as appropriate.
- 2.5. If the SUPERVISED VISITATION PROVIDER receives funding to provide services, the SUPERVISED VISITATION PROVIDER shall advise the CIRCUIT of the period of funding and the areas for which the funding is provided, and the name of the entity providing such funding. If the funding is terminated or decreased the SUPERVISED VISITATION PROVIDER shall notify the CIRCUIT immediately.

2.6. The SUPERVISED VISITATION PROVIDER shall advise the CIRCUIT by email to tkranz@pbcgov.org of any changes in their contact information (address, telephone number, email address, fax number, etc.).

2.7. If any licensure, professional or otherwise, is required for the SUPERVISED VISITATION PROVIDER to provide supervised visitation services under this AGREEMENT or otherwise, the SUPERVISED VISITATION PROVIDER shall maintain such licensure in an active and good standing status, and shall immediately notify the CIRCUIT if such licensure is revoked, suspended, placed on probation, expires, becomes null and void, or is subject to any adverse action by any applicable supervisory authority or governing board. The notification to the CIRCUIT shall also include, where available, copies of any complaint made against the SUPERVISED VISITATION PROVIDER and the outcome thereof.

2.8. The SUPERVISED VISITATION PROVIDER agrees to attend any and all meetings and/or trainings as scheduled by the CIRCUIT, unless excused in writing.

2.9. The SUPERVISED VISITATION PROVIDER agrees to provide the CIRCUIT with statistical information, as requested. Statistical information may include the number of cases referred, the source of the referral, the type of services provided and the outcome, and any other additional information as may be requested by the CIRCUIT.

2.10. The SUPERVISED VISITATION provider agrees to provide sufficient continuing education and training to employees and staff to maintain current knowledge and experience required to perform the services contemplated in this AGREEMENT and further agrees to provide proof of such continuing education and/or training to the CIRCUIT when requested. The employees and staff of the SUPERVISED VISITATION PROVIDER shall possess the skills and ability to competently perform the ordered visitation services.

2.11. The SUPERVISED VISITATION PROVIDER shall immediately notify the CIRCUIT of any adverse action or lawsuit taken against the SUPERVISED VISITATION PROVIDER or its employees or its staff associated with providing the ordered supervision services. The notification to the CIRCUIT shall include, when available, copies of any complaint and the outcome of such complaint.

2.12. The SUPERVISED VISITATION PROVIDER understands and agrees that the CIRCUIT does not guarantee a minimum or maximum number of referrals.

2.13. The SUPERVISED VISITATION PROVIDER agrees to abide by any terms or requirements of any applicable local administrative order pertaining to supervised visitation.

2.14. The SUPERVISED VISITATION PROVIDER agrees to perform criminal history record checks on any member of its staff, employee, subcontractor, or any other person who may provide services under this AGREEMENT. The criminal history record checks must be completed prior to the effective date of this AGREEMENT and the SUPERVISED VISITATION PROVIDER shall submit an affidavit of completion to the CIRCUIT demonstrating its compliance with this paragraph. If the SUPERVISED VISITATION PROVIDER adds employees, subcontractors or becomes associated with or permits any other person to perform services under this AGREEMENT after the effective date of this AGREEMENT, the SUPERVISED VISITATION PROVIDER shall perform criminal history

record checks on those persons and shall certify compliance with this paragraph by submitting an affidavit to the CIRCUIT prior to the person providing services under this AGREEMENT.

3. Advertising. The SUPERVISED VISITATION PROVIDER shall not use the Court seal, the name of any judge of the Court, the name of any Court staff, other similar identifying information in promotional or marketing materials or press releases. The SUPERVISED VISITATION PROVIDER may disclose that it has an AGREEMENT with the Court.

4. Relationship of Parties.

4.1. The parties agree this AGREEMENT is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the CIRCUIT or the State Courts and the SUPERVISED VISITATION PROVIDER.

4.2. The SUPERVISED VISITATION PROVIDER is an independent entity authorized to provide supervised visitation by court order and is *wholly* responsible for the manner in which it performs the services required by the terms of this AGREEMENT.

4.3. The SUPERVISED VISITATION PROVIDER exclusively assumes the responsibility for the acts of its employees and staff as they relate to the supervised visitation services to be provided by court order.

4.4. The SUPERVISED VISITATION PROVIDER, its agents and employees shall not be entitled to rights or privileges of State of Florida employees and shall not be considered in any manner to be State of Florida employees.

5. No Prohibition on Private Practice.

5.1. The SUPERVISED VISITATION PROVIDER may provide supervised visitation services other than as ordered by a judge of the CIRCUIT, provided that no other case shall be accepted which causes a conflict of interest (real or perceived) to arise.

5.2. The SUPERVISED VISITATION PROVIDER may charge and may receive a fee or payment for services rendered pursuant to this AGREEMENT as ordered by a judge of the CIRCUIT.

6. Compliance. In providing services and otherwise performing obligations under this AGREEMENT the SUPERVISED VISITATION PROVIDER will comply with the American with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state or local law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability, as now in effect, or as may be amended or as may be enacted by any appropriate governmental agency or entity. Violation of this provision by the SUPERVISED VISITATION PROVIDER will be grounds for termination of the AGREEMENT by the CIRCUIT.

7. Indemnification. SUPERVISED VISITATION PROVIDER shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the State of Florida and the CIRCUIT from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the SUPERVISED VISITATION PROVIDER or its agents; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable equipment in the performance of services under this

AGREEMENT; or by, or on account of any act or omission, neglect or recovery under the Workers' Compensation Law or any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the CIRCUIT or the State of Florida. SUPERVISED VISITATION PROVIDER shall pay the cost of defense, including attorney's fees, and indemnify and hold harmless the CIRCUIT and the State of Florida from all suits, actions or claims of any character brought by or on behalf of SUPERVISED VISITATION PROVIDER's provision of services.

8. Termination.

8.1. The failure of the SUPERVISED VISITATION PROVIDER to comply with the terms of this AGREEMENT shall constitute a material breach of the AGREEMENT by the SUPERVISED VISITATION PROVIDER and, in addition to any other remedy authorized by law, the CIRCUIT shall have the right to terminate the AGREEMENT immediately. In the event of termination, pursuant to this paragraph, the SUPERVISED VISITATION PROVIDER shall immediately cease ordered visitation services in all cases assigned to the SUPERVISED VISITATION PROVIDER by a judge of the CIRCUIT and will provide all outstanding reports relating to such cases to the CIRCUIT.

8.2. In the event the SUPERVISED VISITATION PROVIDER is unable to perform this AGREEMENT due to a cause beyond the control of the SUPERVISED VISITATION PROVIDER, then the SUPERVISED VISITATION PROVIDER may be released from any and all obligations under this AGREEMENT.

8.3. In the event the SUPERVISED VISITATION PROVIDER fails to meet minimum performance standards as required by the Florida Supreme Court Administrative Order entered on November 18, 1999 as to Supervised Visitation or by Chapter 39, Florida Statutes, or by Chapter 753, Florida Statutes, or as determined by the CIRCUIT, or is sanctioned by a judge of the CIRCUIT, the CIRCUIT reserves the right to either terminate this AGREEMENT or discontinue the services of said SUPERVISED VISITATION PROVIDER until such time as the SUPERVISED VISITATION PROVIDER has corrected the failure, received further training, or complied with any sanctions.

8.4. Except as otherwise provided, either party may terminate this AGREEMENT upon thirty (30) days written notice to the other party. Upon such termination, no further cases will be ordered by a judge to the SUPERVISED VISITATION PROVIDER.

9. Suspension of Work. The CIRCUIT may, in its sole discretion, suspend any and all activities under this AGREEMENT, at any time, when in the best interest of the CIRCUIT. The CIRCUIT shall provide the SUPERVISED VISITATION PROVIDER written notice outlining the particulars of suspension. After receiving a suspension notice, the SUPERVISED VISITATION PROVIDER shall comply with the notice and shall not perform any further supervised visitation services under this AGREEMENT.

10. Confidentiality. The SUPERVISED VISITATION PROVIDER shall not divulge to third parties any confidential information obtained by the SUPERVISED VISITATION PROVIDER or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing supervised visitation services pursuant to this AGREEMENT, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State of Florida or the CIRCUIT. To ensure

confidentiality, the SUPERVISED VISITATION PROVIDER shall take appropriate steps as to its personnel, agents, and subcontractors. This provision shall not apply to any reports or other information required to be provided to the judge or parties (through counsel if represented), and court case management staff by statute or rule of court. The warranties of this paragraph shall survive the term of this AGREEMENT.

11. Governing Law. This AGREEMENT shall be construed under and be governed by the laws of the State of Florida.

12. No Third Party Beneficiaries. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

13. Laws and Regulations. The SUPERVISED VISITATION PROVIDER will comply with all laws, ordinances, and regulations applicable to the work required by this AGREEMENT. The SUPERVISED VISITATION PROVIDER is presumed to be familiar with all federal, state and local laws, ordinances, and regulations that may in any way affect the supervised visitation outlined in this AGREEMENT. If the SUPERVISED VISITATION PROVIDER is not familiar with such laws, ordinances, and regulations, the SUPERVISED VISITATION PROVIDER remains liable for any violation and all subsequent damages, penalties or fines.

14. Public Records and Retention of Records. The SUPERVISED VISITATION PROVIDER shall maintain records made or received in connection with this AGREEMENT in accordance with the requirements of Florida Rules of Judicial Administration 2.420 and 2.440, and the Judicial Branch Records Retention Schedule, as such may be amended from time to time.

15. Warranty of Ability to Perform. The SUPERVISED VISITATION PROVIDER warrants that, to the best its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the SUPERVISED VISITATION PROVIDER'S ability to perform supervised visitation services.

16. Notices. Unless otherwise specified herein, all notices required under this AGREEMENT shall be delivered by electronic mail to the CIRCUIT and SUPERVISED VISITATION PROVIDER at the email address(es) designated by each party below. Any designated recipient must notify the others, in writing, if another individual is designated as the recipient to receive notice as required by the terms of this AGREEMENT or if an email address changes.

Designated Recipient for the CIRCUIT

Tara Kranz, Family Court Manager

tkranz@pbcgov.org

Designated recipient for the SUPERVISED VISITATION PROVIDER:

Name and Title: _____

Email Address: _____

17. Term of Agreement. This AGREEMENT shall be effective upon execution by the last party required to sign it and shall remain in effect until terminated by either party as set forth in paragraph 8 of this AGREEMENT.

18. Renewal Affidavit. Pursuant to the Supreme Court Minimum Standards, the SUPERVISED VISITATION PROVIDER will annually submit a Renewal Affidavit of Compliance, in the form provided by the CIRCUIT, by July 1 of each year.

19. Construction and Headings. The headings contained herein are for convenience only and are not to be utilized in construing the provisions contained herein. Each party has reviewed and revised this AGREEMENT. The rule of construction that ambiguities are to be construed in favor of the non-drafting party shall not be employed in the construction of this AGREEMENT.

20. Severability. The terms and conditions of this AGREEMENT shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this AGREEMENT shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

21. Multiple Originals. Two (2) copies of this AGREEMENT shall be executed by the parties. Each AGREEMENT with original signatures of the parties shall be treated as an original AGREEMENT.

22. Parties Understanding. This AGREEMENT constitutes the entire understanding of the parties. Any modifications to this AGREEMENT must be in writing.

Chief Judge's Signature

Date

Court Administrator's Signature

Date

Program Director's Signature

Date

ADDENDUM FOR REFERRALS INVOLVING CHILD SEXUAL ABUSE

In accordance with section 753.05, Florida Statutes The Fifteenth Judicial Circuit (the "CIRCUIT") and _____ (the "SUPERVISED VISITATION PROVIDER") enter into this ADDENDUM setting forth the additional provisions and protections which apply to referrals involving child sexual abuse.

SUPERVISED VISITATION PROVIDER agrees:

- a) To ensure that all staff who supervise visits or other contact have specific training in child sexual abuse provided through the Clearinghouse on Supervised Visitation (Florida State Institute for Family Violence Studies). Proof of such training will be documented in the PROVIDER's personnel files.
- b) To establish protocols for obtaining background material on the family prior to the initiation of services.
- c) To accept only those child sexual abuse referrals for which staff have the requisite background material, training, and security in place to safely monitor contact.
- d) To decline referrals of child sexual abuse cases when staff lack necessary training or education, when background material has not been received, or when lack of security may allow re-victimization of the child.
- e) To suspend visits in cases when the child appears to be traumatized by the visits or when the individual visiting or having other contact engages in inappropriate behavior or violates program rules.

Program Director's Signature

Date

Renewal Affidavit of Compliance for Supervised Visitation Provider

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____,
(Affiant), who first being duly sworn or affirmed by me, under penalty of perjury, states as follows:

1. My name is _____. I am over the age of 18 and fully competent to make this affidavit. The facts stated herein are true and correct and are based on my personal knowledge.
2. I am the Program Director/Administrator for _____ who is an approved Supervised Visitation Provider authorized to receive referrals for supervised visitation from the Fifteenth Judicial Circuit of Florida.
3. My organization continues to comply with the Minimum Standards established by Florida Supreme Court Administrative Order 99-59, Fifteenth Circuit Administrative Order 5.310, and the provisions of Chapters 39 and 753, Florida Statutes.

Affiant's Signature

Sworn to (or affirmed) and subscribed before me, the undersigned authority, on this _____
day of _____, 20____.
Personally known _____ Produced identification _____
Type of ID produced _____

Notary Public, Deputy Clerk, or other authority
NAME: _____
Commission No. _____
My Commission Expires: _____