

PO Box 1088 TAMWORTH NSW 2340 Ph: 02 6763 2350 Fax: 02 6763 2379 Email: CCS@tfss.com.au

Service Agreement For Children's Contact Service

Below is the Service Agreement for TFSS Ltd Children's Contact Service (CCS). Acceptance will be based on the following conditions to be strictly observed by all parties involved. Failure to do so may result in cancellation or withdrawal of service. If you have any questions or queries regarding this Service Agreement please speak with a team member.

1.0 ADMINISTRATION

- 1.1 I agree to supply all copies of Court Orders and AVO's to the service
- 1.2 I am aware that the CCS is not always able to meet (**OR ARE BOUND BY**) Court Orders/Agreements and that Supervisors are not able to enforce either or give legal advice.
- 1.3 I will make sure that any changes to Contacts need to be **in writing** and agreed to by all parties (and Legal Representative if appropriate).
- 1.4 I will provide photo identification to CCS and sign this form before Contact can commence.
- 1.5 It is my responsibility to adhere to any AVO/FVO orders in place.
- 1.6 I understand that all complaints or accusations against Supervisors or other clients of CCS must be **in writing** and lodged with the Manager as detailed in the 'Complaints Brochure'.
- 1.7 I agree to confirm my booking by Friday 2pm. Should I fail to contact the Centre by the above time that Contact will be cancelled and a standby family will be given my time slot. If my booking is on a Friday or a Monday, I will leave a message (or email) by 2pm the day before and confirm my booking. (Not Applicable to Change Overs)
- 1.8 I understand that CCS Supervisors will record all interactions. These factual records will include dates, times, names and any incidents or communication observed.
- 1.9 I understand that all CCS notes are available by **subpoena only.**

2.0 CONFIDENTIALITY

- 2.1 While all my information is kept confidential, I acknowledge that CCS Supervisors are 'Mandatory Reporters' and there are limits on that confidentiality as detailed below:
 - a) Where there is suspicion of child abuse.
 - b) Where a client discloses their intent to harm.
 - c) Where a criminal offense is committed or information could assist the Police.
 - d) Where FaCHS issues a 'Section 248' form.
 - e) Where a parent requests referral to another service or program.

This is an open authority permitting the Centre to release information in any one or more of the above mentioned cases.

2.2 I consent for CCS to talk to my Legal Representative and to make internal and/or external referrals to better be able to assist me with my situation.





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2.3 I understand that interactions at Contacts are confidential. Supervisors will not give detailed accounts of interactions or Contacts to clients. See 1.8 and 1.9 regarding access to CCS notes.

3.0 SUPERVISORS ROLE

- 3.1 I understand that Supervisors support the rights of child/ren to have **contact with both** parents and Supervisors are present to assist both parents with this.
- 3.2 I understand that the role of the Supervisors is to oversee that the visits are pleasant and safe **for the child/ren**. Supervisors will normally only intervene at a Contact when a child is at risk of harm or CCS Agreement rules are breached.
- 3.3 I understand that the main client of the service is the child/ren. **Supervisors do not 'take sides'** with either party and will refer back to Legal Representatives should agreements not be reached by both parents.
- 3.4 I understand that the CCS will **not force a child to have contact**. Should a child refuse, or Supervisors see that this event will be detrimental to the child, both parents are responsible to seek outside assistance.
- 3.5 I accept that it is a role of all Supervisors to ensure that all parties adhere to this Service Agreement.

4.0 PARENT CONDUCT

4.1 I understand that a 15 and 5 Minute buffer time will be placed around arrival and departure times for all Contacts.

Arriving at CCS

- ✓ Do you have the child with you?
 - > Yes
- You arrive 5 minutes before start time/drop off.
- No
- You arrive 15 minutes before start time/pick up.

Departing CCS

- ✓ Do you have the child with you?
 - Yes
- You can leave immediately after child is brought to you by Supervisors.
- No
 - You wait 15 minutes after child is taken by Supervisors. (for Change Overs only)
- 4.2 I will be designated a car park area, entrance and waiting area.
 - a) Parent that the child has contact with (STWP); 65 Belmore Street.
 - b) Parent that the child lives with (LWP); cnr 127a Bridge & Hercules Streets.
- 4.3 If I am unable to attend a visit or running late, I will notify the Contact Centre as soon as possible. The visit will be cancelled if one party is more than 20 minutes late to a contact. Contacts that start late can not be extended.
- 4.4 I understand that if I am having a Contact; I am not permitted to leave the centre until the Contact has completed.



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- 4.5 It is **my** role to **actively** prepare and encourage child/ren for Contact.
- 4.6 I accept that smoking is not permitted during a Contact in centre or via Skype.
- 4.7 If I am using a communication book I will hand it to Supervisors upon arrival and they will make a copy and place into my file. I will only use this book for child specific communications.
- 4.8 I will not use mobile phones, tablets, hand held gaming devices or laptops during a Contact and I will turn them off and place them on the Supervisors' desk for the duration of the contact.
- 4.9 I agree to:
 - a) Speaking so that the Supervisor can hear what is said (i.e. not whispering). (Not applicable for Unsupervised Contacts)
 - b) Being aware that Supervisors will supervise all toileting and nappy changes. (Not applicable for Unsupervised Contacts)
 - c) Not asking the child/ren inappropriate questions about their living arrangements, school location or any details of the other parent's private life.
 - d) Not putting the other parent down (or any other person).
 - e) Not using the children to pass verbal or written messages to the other parent.
 - f) Not talking about court matters or pre-empting anticipated changes in contact arrangements.
 - g) Not using physical punishment as a means to manage behaviour.
 - h) Not using facilitated contact time to discuss problems with Supervisors.
 - i) Not initiating conversations that the child/ren appears uncomfortable or unwilling to participate in.
 - j) Remaining in camera view at all times during a Skype contact

5.0 HEALTH

- 5.1 CCS promotes **healthy eating** and it is my responsibility to bring healthy food to a Contact. Treats and 'party' food should be reserved for special occasions only; such as Birthdays.
- 5.2 I understand that CCS reserves the right to refuse entry to anyone suffering from a transmittable condition. I am aware that CCS will require a 'Clearance Certificate' from a Doctor before Contacts are allowed to resume.
- 5.3 I agree that any transfer of medications should be accompanied with 'Medication Transfer Form' provided by CCS. It is my responsibility to administer any medications.

6.0 PHOTOS & VIDEOS

- 6.1 Photos will be allowed unless stated otherwise in Court Orders/Mediation Agreements.
 - a) Only digital cameras can be used for this purpose- No camera phones.
 - b) Only CCS Supervisors will take these photos for security purposes.
 - c) Video or audio recording is NOT permitted at any time including recording of Skype contacts.
 - d) CCS can print out or email up to 3 photographs of your contact for you.

7.0 GIFTS

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- 7.1 I will only bring gifts to Contacts nominated as Birthdays, religious and cultural event days only. I will inform Supervisors before my scheduled Contact when I will be bringing these gifts.
- 7.2 I understand that CCS requires that the number and size of gifts be limited to only that which the child could reasonably carry themselves.
- 7.3 I will not wrap the gifts so that CCS Supervisors may sight the gifts before they are handed to the child. CCS recommends the use of a gift bag for this purpose.
- 7.4 I accept that gifts may only be passed to children attending the Supervised Contact.
- 7.5 I will not allow the transfer of any money, funds, notes or personal details to occur at the centre. I will arrange this with my Solicitor.

8.0 VISITORS

- 8.1 I understand that, only persons listed on the Court Order/Mediation Agreement are allowed to attend any form of Contact.
- 8.2 If I wish other people to attend; I understand that this must be agreed to (in writing, after a minimum of 4 Contacts) by all Legal Representatives involved. This agreement should then be forwarded to CCS. I understand that CCS reserves the right to approve or reject any additional visitor at anytime.
- 8.3 I acknowledge that all persons attending a Contact must have completed the Intake process and agreed to and signed a Service Agreement prior to attending the Contact.

9.0 GROUND FOR SUSPENSION OR TERMINATION OF SERVICE

- 9.1 I agree to abide by the Service Agreement. I understand that my service may be withdrawn if there are any breaches outlined herein and that all relevant Legal Representative will be advised.
- 9.2 I understand that CCS can suspend all Contacts until further notice where there are three cancellations (or no shows) without a Medical Certificate or relevant evidences to support non attendance. This decision is at the discretion of CCS Supervisors. Legal Representatives will be informed where relevant.
- 9.3 I understand that the following behaviours **will not be accepted, excused or tolerated at any time** and every occurrence of these behaviours will be documented on file and may result in the police being called and services withdrawn:
 - a) Affected, or believed to be affected, by alcohol or drugs.
 - b) Breaching the Service Agreement or make unrealistic demands on Supervisors.
 - c) Where a child remains consistently and resolutely unwilling to participate, is being caused undue distress, or is thought to be at risk of harm.
 - d) Consistent, inappropriate, heightened tone, raised voice or swearing.
 - e) Body language implying potential for aggressive behaviour.
 - f) Unwillingness to accept reasonable direction.
 - g) Displaying violent or inappropriate behaviour that is threatening, intimidating or abusive to children, Supervisors, other clients (or their family members) in the Contact Centre, or its vicinity (with an independent witness).

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10.0 SKYPE CONTACTS

- 10.1 I will assure that, my Skype connection is setup, stable and working 15 minutes before the contact starts and I also accept that Supervisors are not available to assist with connection or technical issues.
- 10.2 I will make every effort to make sure that I am in a private area, away from the general public and can remain undisturbed during my Skype Contact.
- 10.3 I understand that, with the exception of clauses 4.2 and 4.8, all Service Agreement Rules apply to my Skype contacts (unless separately noted).

11.0 UNSUPERVISED CONTACTS

- 11.1 I understand that, unless noted, all standard rules of the CCS apply to my unsupervised Contacts.
- 11.2 I accept that a Supervisor will, on occasion, enter the room to offer assistance around the contact. I know that I can also press the call button (that I have been shown) to attract a Supervisor should I require assistance.
- 11.3 I understand that the Supervisor will give me a 15 minute warning before the end of the contact but that it is my responsibility to clean up the room back to the condition that I found it in and to clean away any rubbish that I may have.
- 11.4 I accept that my own personal possessions are my responsibility and the CCS will not be responsible for items lost, misplaced, stolen or left behind after a contact.

12.0 CHANGE OVERS

- 12.1 I understand that, unless noted, all standard rules of the CCS apply to my unsupervised Contacts.
- 12.2 Brief notes will be taken by Case Workers during the child's change over between parents.
- 12.3 Parents may use a Communication Book to write **CHILD FOCUSED** information to each other. CCS can provide such a book if it is required.

13.0 FEE STRUCTURE

- 13.1 CCS charges a flat rate of \$20 for standard, Skype and unsupervised contacts.
 - CCS charges a Flat rate of \$5 for all change overs

Each parent will be charged ½ of that amount unless a Court Order or Mediation agreement states otherwise.

13.2 Self Funded Contacts are charged at the following rate:

Weekday contacts are \$200 for a 2 hour contact

Weekend contacts are \$240 for a 2 hour contact

All self funded contacts must be paid in advance at least 1 week prior to the contact. All cancellations within 24hours will not be refunded unless evidence is provided to show genuine need to cancel including emergencies or ill health.

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13.3 The Children's Contact Service will accept the following payment types:

a) EFTPOS

b) Cash payments

c) Bank transfer payments*

PAYABLE TO: Tamworth Family Support Services Inc.

<u>BSB</u>: 650 300 <u>ACCOUNT NUMBER</u>: 985 785 200

REFERENCE: CCS/ [YOUR LAST NAME]

*If paying via Bank Transfer, please phone or email CCS that you have made a payment with the amount paid and dates paid for.

AGREEMENT

I understand my rights and obligations as per this Service Agreement and that it was discussed with me and any questions that I had about it were answered to my satisfaction.

I hereby verify that the above information is true and correct and I agree to this Service Agreement.

What Happens Next?

- 1. CCS conducts separate intake interviews with the parents/custodians.
- 2. All parties sign a copy of the Service Agreement.
- 3. CCS conducts Orientation/s with the child/ren.
- 4. CCS management meeting to discuss your case.
- 5. Dates letters posted to all parties and Legal Representatives (If appropriate).
- 6. Ongoing reviews will be conducted throughout each party's time at CCS.



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DSS AGREEMENT

"The information that you provide on this form includes your personal information. Your personal information is protected by law, including the Privacy Act 1988. Your Personal information collected on this form is used primarily for TFSS Ltd to provide the Children's Contact Service.

As part of the services provided to you by TFSS Ltd, we need to collect some information about you to assist the Australian Government Department of Social Services to conduct performance reporting and research relating to the services that you receive from this organisation. To assist this process, TFSS Ltd will enter your personal information into the DSS Data Change web-based portal which is administered by the Department of Social Services. The Department of Social Services will not use your personal information in an identifiable form when conducting its research and evaluation, except where you have agreed or it is required by law.

You can find more information about the way the Department of Social Services will manage your personal information, including information about accessing and correcting personal information help on the DSS Data exchange and making privacy complaints at the DSS website. For information about how TFSS Ltd manages your personal information, please contact TFSS Ltd on (02) 6763 2350. In addiction to providing this notification to clients, service providers using the web-based portal will need to obtain the consent of their clients for their personal information to be collected and use the manner outlined in this notification. If a client does not consent to the use of their personal information in this way, the client's name, date of birth and address must not be entered on the DSS Data Exchange web-based portal in connection with their demographic information. In these circumstances the service providers may enter a pseudonym in connection with the demographic information and birth year. Under the National Privacy Principles, clients must have the option of not identifying themselves when engaging with an organisation. The DSS Data Exchange Framework allows for the reporting of anonymous clients using a pseudonym if required."

I ☐ consent ☐ Do not consent for DSS to collect personal information fr Data Exchange Portal.	om me for storage on DSS
I ☐ consent ☐ Do not consent that the DSS may contact me for future of surveys/research/evaluation.	ontact for future
Date:	
Client name:	
Client Signature:	
Worker signature:	