



CHILDREN'S SUPERVISED CONTACT SERVICE

SERVICE AGREEMENT & READING MANUAL 2021

Opening Hours:

Monday & Tuesday: CLOSED
(excluding School Holidays & Public Holidays)
Wednesday: 8:00am-7:00pm
Thursday: 8:00am-7:00pm
Friday: 8:00am-7:00pm
Saturday: 8:00am-6:00pm
Sunday: 8:00am-6:00pm

Supervised Contact Manager's Details:

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The following Service Agreement (**the “Agreement”**) is a standard agreement suitable for most families accessing supervised contact visits at LifeCare Consultancy. Where modifications are required, the Management team will consult with parties.

PART A - GENERAL

1. TERMS OF THE AGREEMENT

- 1.1 The terms of this Agreement (**the “Terms”**) will begin on the date of this Agreement and will remain in full force and effect until completion of the Services, subject to earlier termination as provided for in this Agreement.
- 1.2 Depending on the level and/or type of risk factors associated with a family's circumstances, it may be necessary for LifeCare staff to include additional terms and conditions and/or implement risk management plans and strategies. In some circumstances it may also be appropriate to remove certain terms and conditions from this Agreement. Any modification to this Agreement will occur in consultation with both participating parents/care-givers.
- 1.3 For the purposes of the Agreement, identification of parents are termed as either 'non-resident parent/supervised parent' (the parent with whom the child/ren does not primarily live) or 'resident parent' (the parent with whom the child/ren primarily live).

2. UNDERTAKING

- 2.1 The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
- 2.2 Parents and other participating adults are required:
 - To maintain the best interests of the child/ren as their primary focus.
 - To make every effort to maximise the child/ren's opportunity for positive experiences prior to, during and at the completion of the contact visits.

3. ROLE OF SUPERVISOR

- 3.1 The role of the Supervisor throughout the supervised visits is to:
 - To be present at all times with the child/ren and supervised parent.
 - Monitor interaction between the parent and the child/ren and intervene in circumstances where behaviour (verbal, physical, emotional) is considered inappropriate.
 - Take observation notes (what is seen and heard) – Please note that “note-taking” may occur in various forms, such as on a computer, iPad, mobile phone, note-pad. Notes will be taken both inside and outside of the Contact Centre and will be taken while the visit is occurring.

4. IDENTIFICATION

- 4.1 The Client must submit relevant personal information as requested by the Service.
- 4.2 The Service may retain a recent photo of the child/ren on record for identification.
- 4.3 Unauthorised people (as per court orders) are not permitted to drop off or pick up the child/ren from the service.
- 4.4 Authorisation (with notice) to the Supervised Contact Service Manager is required if the child/ren need to arrive/leave with another adult (not named in the Service Agreement).

5. ADMINISTRATION

- 5.1 Scheduling of contact sessions is subject to the availability of the Service.
- 5.2 Parents/Parties are to inform the Manager (at least) 7 days prior to their current scheduled visits ending, should they require a new schedule to be drafted.
- 5.3 The Service Manager will advise parties of any changes to be made to contact arrangements.
- 5.4 Any party who requests changes after the release of a new schedule of dates/times will be charged an administration fee (\$55 per change required). Extenuating circumstances will be considered.
- 5.5 Any complaints or issues relating to the contact visits (other than scheduling) must be raised with your solicitor. If you do not have a solicitor, a fee will be charged based on the time taken to write a response from us. This fee will be charged at \$50 per 20 minutes of our time.
- 5.6 In the event that a parent cancels multiple contact visits and/or demonstrates inflexibility or lack of co-operation with regard to their availability, an Independent Children's Lawyer (if appointed) will be notified.
- 5.7 All correspondence from the Client to the Service should be sent via email (amelia@lifecareconsultancy.com) to the Supervised Contact Service Manager, unless otherwise advised.
- 5.8 The Supervised Contact Service Manager may be contacted on 0432 551 295 in the event of cancellations and emergencies only (less than 24 hours prior to the commencement of the contact session).

6. PAYMENT OF FEES

- 6.1 Fees for use of the Service are set out in the Schedule of Fees and must be paid in full at the commencement of contact supervision.
- 6.2 In the event that fees are not paid in full by the nominated time, the Client's use of the Service may be suspended until payment is received.
- 6.3 The non-resident parent and resident parent are responsible for payment of their allocated/agreed upon amount of the fees in all circumstances including the following:
 - a. In the event that the child/ren does not attend a scheduled supervised visit [with the Supervisor observing/assisting];
 - b. When a visit has commenced and the supervised parent elects to end the visit – regardless of the reason (the child is distressed, the parent leaves because of an emergency, the child is unwell, the child is not responding in the manner the supervised parent desires etc);
 - c. If a visit has commenced and the supervisor exercises his/her authority to end the visit.
- 6.4 In circumstances (contact sessions) where it has been identified that therapeutic involvement from the Supervisor is likely to be warranted, 'interactive therapy' may be required. The

Supervised Contact Service Manager will advise both parties in this instance and a higher fee will be charged.

7. PUNCTUALITY

- 7.1 All parties must use his or her best endeavours to arrive at LifeCare's premises as set out in correspondence (Appendix A) provided to parties.
- a. In the event that supervisors have noted issues regarding the punctuality of either parent for contact sessions, the Manager will be notified.
 - b. If it is noted that you have received an email regarding punctuality on three (3) occasions, you will be charged an administration fee of \$55 [this is to cover additional time utilised by Management in attending to email correspondence].
 - If this fee is not paid prior to your next scheduled contact session, your contact sessions will be suspended.
- 7.2 In the event that either parent has not arrived at their stipulated arrival time (as per Appendix A) the Supervisor who is facilitating the contact visit:
- a. Will attempt to make contact with the late parent;
 - b. Will advise the other parent or nominated alternative person picking up.
- 7.3 If no contact is able to be made with the late party fifteen (15) minutes after their stipulated arrival time (as per Appendix A), the visit will be cancelled and the party who has not arrived on time will be charged the full fee.
- 7.4 Parents/Parties are not to enter LifeCare's premises until the nominated/stipulated arrival time (as per Appendix A).
- 7.5 If either party is more than fifteen (15) minutes late from the start of the scheduled contact visit, the punctual parent may choose to cancel. In this instance the non-punctual parent is required to pay the full cost of the contact visit.
- a. In the event that the punctual party agrees to continue with the scheduled visit, the late party will incur a portion (in 15-minute increments) of the cost of the contact session, regardless of usual fee paying arrangements.
 - b. The contact session will not be extended in the event that either party is late.
- 7.6 In the event that a supervisor has noted ongoing issues regarding the punctuality of the resident parent picking up the children at the end of the scheduled visits, the Manager will be advised and a fee will occur.
- 7.7 Non-resident parents will have a maximum of ten (10) minutes to leave the centre after the conclusion of the contact visit. Fees will apply for delayed departure.

8. CANCELLATION OF CONTACT SESSION

- 8.1 In the event that the Client is unable to attend the contact session, he or she must notify the Service at least 7 days prior to the scheduled session in the manner set out in clause 5.7 or 5.8 above.
- 8.2 Failure to notify as set out in clause 8.1 will result in the cancelling party incurring the full cost of the contact session.
- 8.3 In the event that the contact session is cancelled, the Service Manager maintains discretion to reschedule a make-up contact session at a mutually agreeable time/date. In the event that the parents/parties cannot agree on a time for the make-up time, the cancelled session will not be rescheduled.

- 8.4 In the event that the contact session is cancelled for medical reasons, a medical certificate must be provided prior to the next contact session.
- 8.5 If a medical certificate is received, the client will not be charged for the cancelled contact session.
- 8.6 If a contact session is cancelled for medical reasons with less than one hour's notice, the cancelling party will be charged for the first hour of the supervised session.
- 8.7 Where a non-resident parent is travelling from interstate or overseas, the resident parent is to commit to Service dates/times, providing sufficient time to allow the non-resident parent to arrange transport and accommodation.

9. CONDUCT OF CONTACT SESSION

The following conditions apply to the Supervisor/s, the Client ('resident parent' or 'non-resident parent') and any nominated person ('visitor/s') during a supervised service (visit):

- 9.1 The Client must comply with all instructions of the Service and/or the Supervisor in relation to meeting locations and arrival/departure procedures. **Refer to Appendix A.**
- 9.2 The Client/visitors must not be under the influence of drugs or alcohol during a contact session. The Client/visitors must not smoke cigarettes or use drugs or alcohol during a contact session or while on LifeCare's premises.
- 9.3 The Client and child/ren must speak English at all times during contact visits.
- 9.4 The Client will uphold any legal or good faith undertakings not to abscond with the child. If the supervisor perceives/observes that a child/ren is/will be taken during a supervised visit, the Police will be contacted by the scheduled Supervisor.
- 9.5 The Client must not whisper to the child/ren during contact visits. The Client must speak at an audible level at all times.
- 9.6 The Client must not bring any items to contact session that could be used to harm or injure another person (for example, a knife or sling-shot).
- 9.7 Food, drinks (water/formula), nappies and other items required by children will be supplied by the resident parent while child/ren are under age two (2). The supervised parent must supply food, drinks, nappies and other items when the child/ren are over age two (2), unless **both** parties agree otherwise.

10. CONTACT WITH OTHER PARTY

- 10.1 The Client must refrain from seeking personal contact with the other party/parent before, during or after the contact session.
- 10.2 The Supervisor will not pass items or messages from one parent to another unless they specifically relate to the child/ren's immediate well-being (i.e. medical/medication, bruises/marks, accidents and falls). The Service must not be used as a conduit for the exchange of personal items or information between the parties.
- 10.3 A parent, or their agent, must not undertake activities relating to court proceedings, such as serving legal documents, on LifeCare's premises.

11. HOUSE-KEEPING

- 11.1 The non-resident parent is responsible for cleaning up contact session rooms prior to leaving LifeCare's premises including removing all rubbish, vacuuming (if necessary) and placing furniture, toys and all other items belonging to LifeCare back in their original location.
- 11.2 The non-resident parent is responsible for paying for any damage to LifeCare's property, furniture and/or toys that occur during their contact visits.

12. RECORDS, REPORTS & COMMUNICATION

- 12.1 The Supervisor will not facilitate the exchange of written information between parties/parents.
- 12.2 Relevant observational information regarding the child/ren, including parent-child interaction, will be documented and recorded on file.
- 12.3 There are some exceptions to client confidentiality:
- Should a breach or major concern of the Service Agreement occur (and observed by the Supervisor) during a supervised visit, the resident parent will be notified.
 - Supervisors are required to report any immediate threat to the life or safety of a person. This includes suspected child abuse and criminal acts such as assault and damage to property. Police will be notified if criminal behaviour occurs during a contact session and/or in the presence of the Supervisor. Supervisors are required to also notify the Department of Child Safety for any suspected and/or child abuse.
 - Should the Department of Communities (Child Safety) or Police Services request any contact records regarding a family that accesses LifeCare's Services, a copy of these documents will be provided to them without consultation with the related parties.
- 12.4 Any correspondence from parties participating in our service [emails/phone calls] may be recorded/documented. Please note that any email correspondence/phone calls may be referred to if a report is requested/required for court purposes (as per the document titled '*LifeCare - Report Writing, Subpoenas and Evidence*').
- 12.5 The Service will provide records to a court if subpoenaed to produce documents. The fee for providing these records/supporting material is outlined in the document titled '*LifeCare - Report Writing, Subpoenas and Evidence*'.
- 12.6 The Service and/or the Supervisor may provide information on file to the Independent Children's Lawyer, if requested.

13. TRANSPORTATION

- 13.1 LifeCare supervisors will not approach a transporting party's vehicle to facilitate a child's attendance at a supervised visit (unless agreed by both parties and Management). The person transporting the child/ren will be required to deliver the child/ren to reception (front desk). Once the child/ren is in reception, the transporting party must leave without delay.
- 13.2 In the event of an emergency, the Supervisor will contact the resident parent or nominated emergency contact to deliver or collect the children.
- 13.3 The Supervisor will not transport any child/ren to or from the point of contact.
- 13.4 The Supervisor and child/ren are not permitted to travel in the Client's personal vehicle.
- 13.5 Contact sessions will commence and conclude at LifeCare's premises or approved location as set out in Orders or agreed between the parties.

13.6 The supervisor will not check the suitability of either party's car seats.

14. GROUNDS FOR DISCONTINUING THE CONTACT SESSION AND/OR WITHDRAWING THE SERVICE

The Service and/or the Supervisor reserve the right to suspend or terminate the use of the Service at any time. Reasons for terminating or suspending the Service include but are not limited to the following circumstances:

- 14.1 In the event that three (3) consecutive unsuccessful contact visits are recorded by LifeCare.
- 14.2 In the event that we have made contact with either party on numerous occasions regarding punctuality.
- 14.3 In the event that the Supervisor believes that the interaction between the child/ren and the supervised parent is inappropriate (see Appendix C), the Supervisor may intervene or terminate the contact session (if he or she deems it necessary to do so).
- 14.4 In the event that a child is highly distressed, the Supervisor will assist the supervised parent and will suggest a number of techniques to soothe the upset child. Should this fail, the Supervisor maintains the discretion to terminate the supervised session.
- 14.5 In the event that the Client discusses or makes comments about the other party/parent, contact arrangements, court proceedings or other legal issues in the presence or hearing of the child/ren;
- 14.6 In the event that the Client displays aggression or makes threats towards the other party/parent or displays any behaviour perceived as threatening, uncooperative or inappropriate towards the child/ren or the Supervisor;
- 14.7 In the event that the Supervisor forms the view that the Client is under the influence of alcohol or drugs;
- 14.8 In the event that any criminal acts are attempted or committed during the contact session/changeover;
- 14.9 In the event that payment is in arrears;
- 14.10 If ongoing medical exemptions are received by the Supervised Contact Service Manager or no medical certificates are received when a cancellation for medical reasons occur.
- 14.11 In the event of breach of any of the terms and conditions set out in this Agreement.
- 14.12 In the event that the Client is aggressive, abusive or makes comments deemed as harassing either in person or via correspondence towards the Supervisor/Service Manager.
- 14.13 In the event that the child/ren is/are aggressive (physically, verbally) towards the Supervisors.

15. OFF-SITE VISITS

- 15.1 Activities during contact sessions will be limited to those that do not prohibit the Supervisor from being within sight and hearing of the child/ren and supervised parent at all times.
- 15.2 At the Supervisor's discretion, contact sessions may occur outside of LifeCare's premises (following the first visit), unless specifically prohibited by court order. The Manager and resident parent must *both* agree (prior to the contact visit occurring) in order to proceed with a visit outside of the Contact Centre.
 - a. For visits *under* three (3) hours in length, clients may only go within walking distance of the contact centre.
 - b. For visits *over* three (3) hours in length only - The Client must email or text the Manager 48

hours prior to any scheduled visit to advise of any outings (if not in walking distance). Outing requests will be assessed on a case by case basis. Some off-site outings, such as to amusement parks, play centres and swimming pools will not be approved.

- 15.3 The supervised parent is responsible for the payment of all external activities, including admission and transportation costs for the Supervisor and child/ren.
- 15.4 If the supervised parent is utilising a transport service (such as an Uber or Taxi), the supervised parent must sit in the front of the vehicle.
- 15.5 In the event that the contact session occurs outside of LifeCare's premises, the supervised parent must return to LifeCare's premises/the nominated changeover location no later than fifteen (15) minutes prior to the scheduled conclusion of the visit.
- 15.6 In the event that off-site visits are approved, the resident parent must not remain in the Stones Corner precinct.

16. GIFTS

- 16.1 The giving of gifts by a supervised parent to the child/ren is restricted to birthdays and other special occasions.
- 16.2 Greeting Cards (for example, Christmas, Birthday, Easter) are not approved to be given to the child/ren.
- 16.3 In the instance where gifts are *not* approved to be given to the child/ren, an email outlining the reasons for this must be provided by the resident parent to the Service Manager.

17. VISITORS

- 17.1 Persons prohibited from contact with the child/ren by court order must not attend contact sessions.
- 17.2 Third parties may only attend the contact session for special occasions only if agreed between the parents and Manager.
 - a. In the event that the supervised parent wishes for a third party to attend, they must request this at least seven (7) days prior to the commencement of the contact session.
 - b. The resident parent must advise the Manager of their agreement before the contact session can proceed.
 - c. The Manager has discretion to determine the attendance and/or frequency and duration of contact with visitors.
 - Where there are more than two children (verbal), more than one supervisor will be required.
- 17.3 For supervised clients accessing the service on a long-term basis (final orders only) where visitors are listed as approved in the orders, the Manager will consider their attendance every second contact session or for special occasions.
 - a. The non-resident parent must request this at least seven (7) days prior to the commencement of the contact session.
- 17.4 The supervised parent must make any adult visitors aware of the protocols and appropriate conduct required when visiting at the contact centre (and ensure the reading of Appendix C). This must be acknowledged with the scheduled supervisor on the day of the visitor's attendance. All parties must speak in English.
- 17.5 No animals/pets will be permitted during contact visits at any time (regardless of whether the visit occurs off-site or in the centre), with the exception of guide dogs and therapy dogs.

- 17.6 Generally speaking, phone calls are not to be taken by the supervised parent during the contact visit. However, in the event that the supervised parent wishes to phone a relative to speak with the child/ren present at the contact visit, they must seek prior (at least 48 hours in advance) approval from the Manager and resident parent. The phone call must be limited in accordance with the Supervisor's direction and placed on loud speaker. All parties must speak in English.

18. RESPONSIBILITIES OF THE NON-RESIDENT PARENT

- 18.1 The supervised parent is responsible for the care of the children during the contact visit. While the Supervisor will take due care, the Service assumes no liability for accidents or injury to the child/ren.
- 18.2 Parties participating in a visit will adhere to the Supervisor's direction with regard to topics of conversation and will not challenge the supervisor in this regard *during* the contact visit (see Appendix C).
- 18.3 The Client must not pass written correspondence or family memorabilia (for example, letters, notes, old toys) to the child/ren during contact sessions unless the Supervisor has viewed it and has received consent to do so by the resident parent.
- 18.4 In the event that medication is required for the child/ren attending the visit, the medication must be brought by the resident parent. The supervised parent must not bring/administer any medication for the child/ren unless approved by the resident parent/court Order.
- a. Clear instructions for administering the medication must be visible on the medication container.
 - b. The Supervisor will pass the medication onto the supervised parent who will be administering the medication.
 - c. With resident parent's approval, the child/ren may self-medicate if/when required and/or appropriate.
 - d. The Supervisor will not administer medication at any time, unless required by court Order.
- 18.5 The Supervisor is not responsible for the enforcement of the child/ren's dietary restrictions during visits. Where a serious allergy exists, the resident parent is to develop a safety plan in collaboration with the child/ren's medical practitioner and provide details of the safety plan to the Service. The letter will then be provided to the supervised parent for review.

19. ELECTRONIC DEVICES & MOBILE PHONES

- 19.1 No mobile phones will be permitted during supervised contact visits (other than in extenuating circumstances, such as contacting transport services, medical emergencies or with prior-approval regarding phone-calls – refer to clause 17.6).
- 19.2 Video recording or other recording devices are not permitted at anytime.
- 19.3 All devices (electronic) must be either handed to the supervisor at the commencement of the visit, or kept outside the Centre (in your personal vehicle) for the duration of the supervised visit.
- a. No iPads, mobile phones or electronic items (including smart watches) are permitted for use during the contact visit by the visiting child/ren.

20. PHOTOGRAPHY

- 20.1 Photos may only be taken at the Supervisor’s discretion.
 - a. Photography will only be approved for one of the initial scheduled visits at LifeCare and on special occasions (birthdays, Christmas, other culturally significant events).
 - b. The Supervisor will be the only person permitted to take photos (on their personal device). The photos will later be emailed/text through to the non-resident party via the Manager.
 - c. In the event that there are any sexual abuse allegations/convictions, photography will not be permitted to occur.
- 20.2 No printed photos are to be shown to the child/ren during the supervised visits.
- 20.3 Should the resident parent request a copy of the photo/s taken during the supervised visit, this will be provided to them (without consultation with the non-resident parent).
- 20.4 Should the resident parent not approve of photos being taken or have any issues with the policies (as per clauses 20.1 - 20.3), they should seek a court order to this effect.

21. TOILETING

- 21.1 If the child/ren does not require assistance with toileting, the child/ren will be responsible for his or her own toileting and will not be accompanied by the Supervisor or supervised parent.
- 21.2 If the child/ren requires assistance with toileting, he or she will be accompanied by the supervised parent and the Supervisor. In the instance whereby the resident parent does not give permission for the supervised parent to assist the child/ren with toileting, the Supervisor will accompany the child/ren and assist if necessary.
- 21.3 For visits that occur off-site (when the child/ren requires assistance with toileting), the destination that is chosen to visit must have a gender-neutral toilet that can be accessed by Supervisor and child/ren.

22. AGREEMENT

- 22.1 The Client accepts the contents of this Service Agreement;
- 22.2 All relevant information has been provided to LifeCare; and
- 22.3 Any contact arrangements entered into promote the welfare, safety and interests of the child/ren concerned.

I am applying to use the Service of Independent Children’s Supervisors at LifeCare Consultancy and have read, understood and accepted all of the terms and conditions contained in this Agreement which apply to the use of the Service.

Name: _____

Signature: _____

Date: _____

Child(ren)’s

Names: _____

23. INFORMATION RELEASE CONSENT FORM



LifeCare Consultancy is committed to client confidentiality and will not provide or discuss client details such as name, address, phone numbers or any other personal information to persons outside of the LifeCare’s Supervised Contact Service, unless provided with written consent.

I, _____ provide my consent to staff at LifeCare’s Children’s Contact Service, to discuss with the following persons, relevant matters regarding my involvement with their service.

	<i>Initial or check</i>	<i>of person (if known)</i>
1. Other Parent	_____	_____
2. Legal Representatives	_____	_____
3. Independent Children’s Lawyer	_____	_____
4. Child Contact Services	_____	_____
5. Family Consultant (report writer)	_____	_____
6. (please specify)	_____	_____

I understand that I may revoke my consent at any time by providing written notice to LifeCare’s Contact Services Manager.

Participant’s Signature

Date

Please note that there are limitations of confidentiality. These include matters relating to child prosecution concerns, criminal matters and/or information requested via court subpoena. If you have any questions regarding confidentiality, or if there are specific professionals involved who you do not wish for us to communicate with, we encourage you to discuss these concerns with LifeCare staff and/or provide the information below.

Additional information eg. Concerns or objections for staff to communicate with legal representatives and/or relevant professionals involved.



DEPARTURE AND ARRIVAL PROCEDURE FOR CONTACT SESSIONS

- The non-resident parent arrives 10-15 minutes early and waits in a private room inside the Centre [note: If the non-resident parent is being dropped at the Centre by someone else, they must drop the parent off and leave the Stones Corner area immediately to avoid any interaction with the other party/child.]
- Child/ren arrives with the resident parent at the scheduled contact changeover time and drops the child/ren with the scheduled Supervisor in the reception area. **The resident parent needs to leave the Stones Corner area IMMEDIATELY after the drop off.** [Note: if the resident parent is early, they are to wait nearby (not visual range of the Centre/**or on Stoneham Street**) until the scheduled time].
- At the end of the time spent with the non-resident parent when returning the child/ren for a changeover/from a contact session, the resident parent needs to return to the car park area of LifeCare (at the end of the contact session/at the changeover time, not earlier) and the supervisor will bring the child/ren outside to meet them (the resident parent ***does not re-enter LifeCare***).
- Once the resident parent has left (NOTE: they are not to wait for an extended period in the car park after picking up the child/ren), the Supervisor will advise the non-resident parent that they can leave [note: If the non-resident parent is being picked up by another person at the end of the visit, the driver must avoid the Stones Corner area and not enter LifeCare's carpark/Stoneham Street until the Supervisor has advised that the resident parent has left the area].

APPENDIX B:

MANDATORY READING PRIOR TO COMMENCING SERVICE: **RESIDENT PARENT**



It is important for parents to remember that a child's developing identity is enriched if they are free to enjoy a positive relationship with *both* parents. The Family Law Act, in part, seeks to ensure children are afforded the opportunity to have a meaningful relationship with both parents. We wish to acknowledge in some instances, there may be legitimate reasons why some children do not want to spend time with a parent.

It has been found that the following behaviours are highly likely to place the child in a position of feeling as though they are not (emotionally) free to love both parents equally. This may result in a child acting resistant to spending time with a parent. This has potentially negative repercussions for a child – some consider it emotionally abusive.

Have you ever engaged in any of the following? If so, this is NOT conducive to encouraging a meaningful relationship with the other parent.

- Routinely allowed the child to talk negatively or disrespectfully about the other parent.
- Arranged tempting alternatives that would interfere with the other parent's time with the child.
- Giving the child decision-making power about spending time with the other parent –
 - especially in spite of court orders or parenting plans to the contrary.
- Act hurt, betrayed or rejected if the child shows positive feelings towards or makes positive statements about the other parent.
- Used the child as a courier, messenger or spy.
- Asked the child to mislead or lie to the other parent or betray the parent's trust in the child.
- Shared the details of the property settlement or court experiences/processes with the child. Informed them of legal proceedings using the pretexts such as "they have a right to know" or asserting they are "mature enough" to cope with legal information.
- Shared details of private information about the other parent – eg, results of drug tests, information about past so-called dubious behaviour (from pre-parenting days), information about the other parent's family (as a means of discrediting the other parent).
- Repeatedly reminded your child of certain behaviour that your partner engaged in prior to separation – especially when such behaviour did not directly relate to the child (for example, extra-marital relationships, unscrupulous business dealings, use of pornography), knowing that the child would likely be disapproving of such behaviour.
- Made comments about not being able to afford to do something (go to Dreamworld, get tuckshop, buy shoes, go for a holiday and so on) because the other parent doesn't/didn't provide you with the funds to do so/doesn't pay sufficient child support.
- Allowed the other parent to worry needlessly about the child (eg, not provided information about the child's whereabouts, not disclosed details of accidents or injuries).
- Infringed on the other parent's time with excessive phone calls or scheduled activities.
- Told a child to "block" the other parent on social media/phone (unless there are Orders which stipulate no contact).
- Interpreted court orders that increase your time with the child and decrease the other parent's time with the child.
- Prior to a reunification of supervised visitation, given covert messages that the child is in harm's way when they are spending time with the other parents. Comments such as "be brave", "this nice lady will keep you safe", or "it'll be over soon", "I'm so sorry sweetheart but the judge says you have to do this", give the child the message that spending time with the other parent is problematic in some way.

- Taken your child to see health or psychological professionals – without input or permission from the other parent – to validate your position about the child’s stated wishes.

Remember, *your* experience with the other parent is/will not be the same as your child’s experience. Behaving in ways that encourage your child to align with your position in the face of their desire (at some former time) to enjoy a positive experience is a form of **emotional abuse** and could have long-term detrimental consequences for your child.

If you recognise that your behaviour could be non-facilitative, seek professional guidance about ways to modify unhelpful behaviour and prioritise a positive experience for your child.

I acknowledge I have read this document prior to commencing a Service with LifeCare

X _____

APPENDIX C:
MANDATORY READING PRIOR TO COMMENCING SERVICE:
NON-RESIDENT PARENTS



It is common to experience a range of emotions when you learn that your time with your child will be supervised. Parents may feel embarrassed, ashamed, indignant or just plain annoyed. Invariably, parents do not believe they need to be supervised; it is unfair, unhelpful and inconvenient. If that's not challenging enough, some parents have to pay for supervised contact. So, as well as being (you believe) an unjustified and inconvenient exercise, it can be hugely expensive. Then, you are told *when* you can see your child, what you may or may not say, who else can accompany you, and what activities you are permitted to do. It takes an extremely mature and emotionally evolved person to tolerate these restrictions and conditions and focus on what is the most important purpose of spending time with your child: **making it a positive, enjoyable and enriching experience for your child.**

Be honest with yourself and with professionals. Accept responsibility for any past unhelpful behaviour. Children are more likely to be drawn to someone who displays contrition and humility rather than someone who is denying unhelpful choices, is arrogant or is defensive.

Be aware that your behaviour – including your words (spoken and written – emails, texts, Facebook and so on) – can, and will, be used to either build or thwart your relationship with your child.

What helps?

- Remembering that children generally want to have a loving and positive relationship with their parents. You need to be the best version of you that you can possibly be so that your child engages with and forms a relationship with *this* person.
- Showing your child that spending time with them is important, special and meaningful to you. Don't spend the visit seeking to engage with the supervisor or talking about all the other family members that are *not* spending time with them.
- Being patient. Even though this is your child, developing a close relationship with *anyone*, takes time. If there has been a rupture in your relationship previously, you might need to be very patient. Patience shows your child that you think they are worth waiting for.
- Being respectful to those who are providing this service for you. It is not the supervisor's fault that you are being supervised. Disrespectful behaviour speaks to your inability to manage your feelings and is not suggestive of someone who is focusing on being the best version of themselves.
- Maintain physical and emotional health: seek professional assistance (from a counsellor or therapist) who is experienced in post-separation conflict. These situations can take a long time to resolve; you will need lots of energy to sustain patience and resilience throughout. Find acceptance that there may not be the resolution that you are "wishing" or "hoping" for.
- Let the child/ren lead the visit. Try not to be overly directive about what *you* want to do during the contact time. Similarly, although it is useful to show interest in the child/ren's lives, it is also suggestive to let the child/ren lead the conversation.
- Always speak respectfully and graciously about the child's other parent.
- Present as a person your child would *want* to connect with. Resentful, bitter, overly- emotional, sad, frustrated people are not pleasant to be around.
- Reassure your child that you love him/her. Resist the urge to be smothering, overly affectionate (especially when it is not invited), buy excessive gifts, make promises about future fun events, living arrangements and so on.

- Honour all your legal and personal responsibilities. Ensure child support payments are met. Undertake all courses or programs recommended by court appointed experts or professionals.
- Always adhere to Orders. If they are open to interpretation, seek clarification from a professional.

What is unhelpful?

- Expressing your anger, frustration, negative emotions – overtly, subtly, directly, indirectly - to *anyone* at the visit – your child or the supervisor. Negative, snide or sarcastic remarks (such as, “well, of course we *could* see your grandparents but your mum/dad makes us spend time together here at this place) about your ex reveal more about *you* than your ex and suggest you are more interested in revenge or retribution than building a relationship with your child.
- Raising inappropriate topics during a visit. For example, speaking about when unsupervised visits might occur, phone-calls/Facetime calls, court proceedings, legal matters, or financial issues;
- Saying anything that may be potentially upsetting, confusing, burdensome or anxiety-provoking. Examples include: making promises they may not be able to keep, such as when the child/ren comes to visit at their home, speaking about how much a family pet/other family members is/are missing/loving them.
- Asking/interrogating the child/ren with questions about where they live or attend school, where they are holidaying/spending time in the future;
- Making derogatory or negative comments about the other parent/parent’s family/life during the visit/changeover. Examples include, making snide remarks about the way the maternal grandparents behave, passing a sarcastic remark about the resident parent’s new car/house etc., making comments about the parenting styles of the other parent. There should be no reason to engage in any conversation about the resident parent (or their family/partner), except if in response to your child/ren’s comment/question - in a positive manner.
- Attempting to convince the supervisor that *your* version of events is “the truth”.
- Discussing your legal proceedings with the supervisor, the child or other people at the contact centre.
- Being angry at your child because they are not being as loving as you would like. Remember – this is about your child – not you.
- Being disrespectful of the environment you are being supervised in. Allowing your child to misuse toys, damage property or leave a mess, speaks to your lack of parenting skills and your attitude toward people who are providing an important service to *you*.

I acknowledge I have read this document prior to commencing a Service with LifeCare

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