********

**SUPERVISED EXCHANGE AND**

**PARENTING TIME PROGRAM (SEPT)**

This packet is intended to help families fully understand how to use the program most effectively.

We look forward to serving you and your family.

SEPT SERVICES

Our Primary Goals

* To provide a neutral and safe environment for children to spend time with a family member or members in order to maintain or build a healthy relationship and to create pleasant memories.
* To prevent contact between the parents/guardians/family members who are in conflict, in order to protect children from witnessing that conflict.
* To protect victims of domestic violence from being re-victimized by providing supervised parenting time and exchanges.

□ SUPERVISED EXCHANGES

A supervised exchange is facilitated by one party dropping the children off, with a trained visit monitor, at the visitation center. This party must arrive 10 minutes prior to the arranged exchange time (for example, 1:50 for a 2:00 exchange). After dropping the children off, the bringing party departs the premises. At exactly the exchange time (2:00) the receiving party arrives and picks up the children. This avoids any conflict and crossover of protected parties. The party who is receiving the children pays the fee for that exchange at the time of the exchange. Exchange fees are a flat $12.00 per exchange. A note will be made that the exchange took place and any significant incidents documented. The time that the visit monitor spends with the children helps to determine the children’s emotions and demeanor before the exchange.

□ **SUPERVISED PARENTING TIME**

SEPT is designed as a temporary program for families in transition. For supervised parenting time the visiting and the bringing parties will have staggered arrival and departure times. Example: If a 1-hour visit is scheduled for 2:00pm, the bringing party arrives with the children at 1:50. The visiting party arrives at 2:00 and leaves promptly when the visit has ended at 3:00pm. The visiting party leaves the premises, and the children stay with the visit monitor until the bringing party arrives at 3:10 for pick up. If you are running late or if you need to cancel the visit/exchange at the last minute, you must contact the SEPT PROGRAM MANAGER.

Your visit monitor has received extensive training in the areas of safety, diversity, child development, domestic violence, child sexual abuse, and other pertinent issues. They observe all parent/child interactions. They make every effort to maintain a safe and neutral environment for effective parenting time and to allow for positive memories related to each visit.

The visit monitor will ask the children and the parent to begin to clean up 10 to 15 minutes prior to the end of the visit. Goodbyes are hard; therefore, we ask you to keep them short and leave quickly. The visit monitor will step out of the visit room with you to receive payment for the visit before you leave and provide some verbal feedback.

Visitors -family members and/or family friends attending visitations must be approved by the SEPT Program Manager

If child has a restricted diet a copy of the doctors’ orders restricting that diet must be supplied to SEPT Program Manager.

Both the bringing and visiting parents will receive copies of the visit summaries by email within 5 days of the visitation date. All parties included in a signed Release of Information (ROI) are entitled to copies of visit summaries; extra copies will be charged at $1.00 per page. A sliding scale for parenting time fees is available for those who qualify. The bottom of the scale is $20 per hour and full price is $40 per hour. Fees are paid by the visiting party unless dictated otherwise by court order or by mutual party agreement.

SEPT will cancel a visitation or exchange if the visiting party arrives 15 minutes after the scheduled time. Documentation on the evaluation will indicate a “no show” on the part of the visiting party.

Cancellations made by either party less than one hour prior to the visit may be subject to a cancellation fee of $25.00.

* SEPT requires a 24-hour cancellation notice for non-emergency reasons. Repeated failure to give a 24 hour notice will result in a charge for the scheduled visitation time, potential loss of privileges in the SEPT program and/or possible termination/suspension of services.
* If you need to cancel a visit during regular business hours, call 970-249-0337. For a weekend visit call 970-615-9151-Montrose or 970-901-0099 for Delta. If you leave a message, speak slowly and clearly leave your first and last name, time/date you are calling, the date of the cancellation and the reason for the cancellation.
* If you have a last-minute emergency, please use the direct contact line at 970-615-9151-Montrose or 970-901-0099 for Delta.
* Frequent tardiness or no shows by either party can result in suspension of visits.

Whether by Court Order or by mutual agreement, both parties will be required to make separate appointments with the visitation supervisor, prior to the first scheduled visit, to bring in completed orientation forms, court orders, driver’s license, auto insurance, and proof of income.

The Program Manager will review paperwork and visitation rules/regulations at this time. This process allows the parties an opportunity to ask any questions they have regarding the program.

□ **SCHEDULING**

Supervised Exchange and Parenting Time is held primarily at the SEPT visitation center. Hours of operation are Monday thru Friday 9:00am to 6:30pm, and weekends as openings are available. Due to the high demand, frequency and length of visits will be determined by available program resources. The SEPT Program Manager will adhere to court orders and HHS requests for frequency as program resources allow. We work very hard to make sure all children see their parents at least once a week. If we have a limited number of times available for contact, we will allocate our resources to give all cases equal access to their children.

**SEPT will be closed and no Supervised Parenting Time or Exchanges will be scheduled: *New Year’s Eve, New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas Day.***

□ **ADDITIONAL FEES**

IF a SEPT staff member is requested to testify in court, a subpoena must be issued and a fee paid prior to the court date.

* + - Waiting & Testifying – (2 Hour minimum charge) $50.00/hour
		- Additional time for Court Appearance by Staff Members $50.00/hour

*in the event the Staff Member is released from the subpoena, the $100 fee will not be refunded*

□ **NECESSITIES FOR VISITATION**

The visiting party shall provide any needed food, drinks, diapers, and necessities for their children unless otherwise ordered or agreed to by the parties. SEPT will not provide any materials and/or any of the necessities needed during a visit (plates, silverware, cups, napkins, diapers, wipes, etc.). The visiting party is responsible for cleaning up their area of visitation/exchange before the end of the visit. We encourage this to be a family activity. All food and drink must stay on the table. Any and all uneaten food and all used diapers must be packed out of visitation center by the visiting party. Include in your necessities a plastic bag to pack out these items. More information is provided in the **SEPT Visit Guidelines** to be reviewed with the SEPT Program Manager.

□ **REASONS YOUR VISITS COULD BE CANCELLED OR TERMINATED**

Failure to follow the rules will be reported to the court. Specific reasons may include:

* Being under the influence of any mind-altering substance (includes doctor prescribed).
* Bringing any item that can be considered a weapon.
* Yelling/disrespectful communication with the visit monitor, children, and/or any other parties involved or present.
* Physical forms of punishment will be grounds for the immediate termination of a visit
* Disregard of the terms stated herein.
* Violation of court and protection orders.
* Inappropriate conversations/actions with the child.
* Non-payment for services rendered when due.
* Not keeping personal information updated.
* Disputes between attorneys for the parties that SEPT determines to be detrimental to the quality or quantity of parenting time or to the children.

□ **GENERAL EXPECTATIONS IN THE VISITATION AREA**

* SEPT staff/volunteers will not deliver mail, money, child support or messages between you and the other party.
* **Stay away from all areas that are off limits** to you, as indicated by the facilitator. Damage caused to equipment/toys during the visit will be your responsibility.
* It is important for you to keep your **personal history form** updated so we know how to contact you in the case of an emergency or last-minute cancellation.
* Do not engage with the other parents, facilitators, or staff. Your time must be spent actively with your child(ren).
* Please cancel the visit if you are contagious with an illness or if the child is contagious with an illness. Two or more cancelled visits due to a child’s illness will require a doctor’s letter stating the illness and the length of time the child will be contagious.
* Appropriate attire is required. No revealing or other inappropriate clothing is allowed.
* Do not talk about the court case or coach the child(ren) to say certain things to the Judge, therapist, advocate etc. Do not make promises that involve the outcome of the case
* You are not allowed to ask the child(ren) any direct questions about the other party or make any negative comments about them. Examples: Where do you live, what is your new number, what school do you go to, does your mom have a new boyfriend, does she have a new job? This is all your mom’s fault, etc.

□ **THE FOLLOWING ARE AT THE SEPT PROGRAM MANAGERS DISCRETION:**

* **Gifts –** brought by the visiting party for specific occasions.
* **Visitors** - family members and/or family friends attending visitations with the non-custodial party
* **Food** - quantity and quality of snacks/meals brought for children. Fees for cleaning stains in carpeting or furniture may be assessed to the visiting party.
* **IT** -use of cell phone or any other handheld device for games/activities/videos/movies and picture taking.

**Program manager also reserves the right to establish and/or revise all policies at any time pertaining to but not limited to the following:**

* Disrespectful communication with any party involved with SEPT/CASA including unscheduled drop-in visits to the SEPT/CASA office
* Disregard of rules and terms
* Visit locations and their appropriateness for each case
* How and by whom children may be transported
* How drop off and pickups will be handled

**Levels of Supervision: \***

**Level 1 - Intensive Supervision**-(Immediate Line of Sight & Hearing):

Provides observation/documentation of both verbal and non-verbal communication as well as frequent parenting instruction. These visits begin at the CASA office and only move to another level as an improved level of trust is established as determined by the program manager.

**Level 2 -** **Moderate Supervision**-Provides observation/documentation as well as parenting instruction. Supervisor may not always have children in sight or hear all conversation but will be aware of where everyone is and what is going on in general. These visits may occur in public places.

**Level 3 - Minimal Supervision**-Provides parent/child contact in which a parent and child are supervised for part of the time and purposely left unattended by a visit supervisor for certain periods of time.

***\*All cases begin at a Level 1 unless directed differently by the Court.***

□ **Confidentiality**

Clients waive any right of confidentiality she/he and/or her/his child(ren) may otherwise have to the extent necessary to make adequate use of the services provided by CASA. This includes, but is not limited to, a waiver of confidentiality to permit the SEPT Coordinator to: (1) assign a visit monitor to the case, and (2) to allow the CASA Executive Director, and/or legal representative of any of the above, to review any files, inner office documented telephone or in-person conversations, and to discuss the facts of the case with each other and/or with any other professional said person(s) deemed necessary. It is specifically understood and agreed that periodic reports concerning supervised visitations and exchanges may be generated and copies provided to all counsel of record or other identified parties.

□ **Indemnification**

To waive any claim of the Party and/or her/his child(ren), real or imagined, known or unknown, against the SEPT Staff and CASA, of the Seventh Judicial District, Inc. (including their officers, directors, employees, and volunteers) for negligence (other than gross negligence or willful misconduct) related to or in any way arising out of the use by Parties and/or her/his child(ren), of CASA facilities and/or services. For the consideration described in this Agreement, the parties on behalf of themselves, their heirs, administrators, executors, conservators, personal representatives, agents, representatives, assigns and attorneys, do hereby hold harmless, indemnify, defend, release, acquit and forever discharge CASA of the 7th Judicial District, their predecessors, successors, parents, subsidiaries, affiliates, divisions, officers, directors, trustees, agents, employees, shareholders, partners, representatives, assigns, insurers and attorneys, and each of them from any and all claims, causes of action, suits and demand for damages, costs, expenses, compensation, liabilities, attorney’s fees, and consequential damages, which they have had, now have, or may have in the future on account of or arising out of any matter, thing, or event, whether known or unknown, which has happened, developed, or occurred, or may occur in the future, in respect to anything related, in any way whatsoever, directly or indirectly, to the exchange or supervision provided by CASA of the 7th Judicial District herein.

We look forward to working with you to promote safety and happy memories for you and your children.

Sincerely,

SEPT Program Manager and Visit Monitors

**Complete the next 4 pages of information.**

Please return this application with any court orders, agreements, restraining or protection orders, copy of driver’s license/id card and car insurance. Upon completion of the application, call the SEPT Program Manager to set up an orientation appointment. Bring completed paperwork and required documents to your orientation meeting. If you have any questions, please contact us at: (970) 249-0337 and ask for the SEPT Program Manager. No visits or exchanges will be scheduled until this paperwork has been received from both parties, and orientation meetings have been completed.

**APPLICATION**

No application will be processed without **ACCURATE and COMPLETE information.**

**Applicant is responsible for keeping contact information up to date.**

**Please Print**

**DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**APPLICANT’S NAME**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MAIDEN NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ARE YOU THE:**

Bringing party: \_\_\_\_\_ or Visiting party: \_\_\_\_\_\_\_\_?

APPLICANT’S ADDRESS:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(street & apt. #)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(city, state, zip)

Okay to leave a message? Please circle.

APPLICANT’S PHONE NUMBER:

(home) ( ) \_\_ YES NO

 (work) (\_\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ YES NO

 (cell) (\_\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ YES NO

**EMERGENCY CONTACTS:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CHILD(REN):**

**First & Last name**  **lives with you?** d**ate of birth** **gender ethnicity\***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Y / N \_\_\_\_\_\_\_\_\_\_\_ M / F \_\_\_\_\_\_\_\_

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(\*ethnicity is used for statistical purposes only)

**NAME OF OTHER PARTY INVOLVED**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RELATIONSHIP TO OTHER PARTY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What is the primary reason you are using this service? (i.e. domestic violence, substance abuse, child abuse or neglect)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Have you ever used CASA of the 7th Judicial District services before? \_\_\_ If yes, when\_\_\_\_\_\_\_

Have you ever been convicted of, or are you currently under investigation for a sexual offense?

If yes, please explain:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\*PLEASE LIST ANY SPECIAL NEEDS, ALLERGIES, MEDICAL CONDITIONS OR ANY OTHER SPECIAL INSTRUCTIONS FOR THE ABOVE CHILD(REN):**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*If you are infected with a communicable disease, please take proper safety precautions.

**Your Gross Household Income (before taxes):**

Yearly $\_\_\_\_\_\_\_\_\_\_\_ or Monthly $\_\_\_\_\_\_\_\_\_\_\_\_\_

**COURT CASE#:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**JUDGE OR MAGISTRATE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPLICANT’S ATTORNEY’S NAME:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PHONE#:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPLICANT’S VEHICLE**: model/year \_\_\_\_\_\_\_\_\_\_\_ plate# \_\_\_\_\_\_\_\_\_\_\_\_\_ color \_\_\_\_\_\_

**VEHICLE INSURANCE COMPANY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPLICANT’S**

height\_\_\_\_\_\_\_\_, weight\_\_\_\_\_\_, eye color\_\_\_\_\_\_, hair color\_\_\_\_\_\_\_\_\_\_, ethnicity\_\_\_\_\_\_\_\_\_

**Please attach photographs (which will not be returned) for:**

* Applicant
* Other parties to case
* Children

**IF YOU BRING YOUR CHILDREN TO THE VISIT/EXCHANGE, PLEASE LIST OTHER ADULTS AUTHORIZED TO PICK UP/DROP OFF YOUR CHILDREN IF YOU ARE UNABLE TO:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

These individuals should be prepared to show the volunteer supervisor a photo ID.

**A COPY OF A DRIVER’S LICENSE IS REQUIRED FOR ALL PARTIES AND VALID**

**CAR INSURANCE IS REQUIRED PRIOR TO TRANSPORTING**

SEPT CONTRACT

 THIS AGREEMENT is made and entered into this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_,20\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bringing Party), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Visiting Party) and CASA of the 7th Judicial District’s Supervised Exchange & Parenting Time Program (SEPT).

 NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

CASA-SEPT will provide for supervision and or exchange of the Bringing Party and Visiting Party’s children: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, under the Rules attached hereto and incorporated herein by reference, court order dated \_\_\_\_\_\_\_\_\_\_, and or agreement between the parties dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Other Terms:

1. effective date. This Agreement may be executed in counterparts, all of which when taken together shall be deemed one original agreement and will be effective when all parties have executed and delivered this Agreement, on and as of the date first above written.
2. survival of representation and warranties. The representations and warranties set forth in this Agreement shall survive the execution and performance of this Agreement.
3. construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intendment, and not strictly for or against any party, regardless of who drafted or was principally responsible for drafting the Agreement or any specific term or condition thereof. This Agreement shall be deemed to have been drafted by all parties, and no party shall urge otherwise.
4. colorado law. This Agreement shall be construed and enforced pursuant to the laws of the State of Colorado.
5. illegality. Should any provision of this Agreement be held illegal, such illegality shall not invalidate the whole of this Agreement; instead, the Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by the undersigned thereunto duly authorized, and delivered this Agreement as of the date and year first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Visiting Party/Bringing Party SEPT Program Manager