

GOD'S HEART MINISTRY
LAS VALIENTES
www.lasvalientes.org - (760) 439-1133
1001 E Vista Way Suite C, Vista, CA 92084



SUPERVISED VISITATION AND EXCHANGE AGREEMENT

SECTION 1 — THE PARTIES AND RECITALS

- 1.1. **Custodial Parent Defined.** For purposes of this agreement only, the “Custodial Parent” (also referred to as “CP”) shall be the legal parent or guardian who is granted permanent legal custody and rights of the child or children to be supervised by the Organization, as determined by the courts of the State of California.
- 1.2. **Non-Custodial Parent Defined.** The “Non-Custodial Parent” (also referred to as “NCP”) shall be the individual determined by the courts of the State of California to have only limited rights of visitation or contact with the child or children to be supervised by the Organization.
- 1.3. **The Parties and the Agreement.** This agreement, including the information included in the supervised visit or exchange intake sheet, and any other accompanying attachments or addendums (collectively, the “Agreement”) is entered into between the individuals requesting services, which shall include the custodial and non-custodial parent or guardian (“Client”), and God’s Heart Ministry, a federally registered 501(c)(3) non-profit organization (EIN: 33-0961944) and its accompanying agents, directors, and officers (“Organization”).

- 1.4. Scope of the Agreement.** This agreement is solely for the services known as Supervised Visitation and Supervised Exchanges as defined in the section entitled Services, which are professional services regulated by the courts and the Judicial Council of the State of California.
- 1.5. Services.** This agreement incorporates both supervised visits and supervised exchanges as offered by the Organization and as defined in this section (collectively, the “Services”). Services shall only be performed as related to California state family law cases and shall not be offered to individuals with pending family law cases in any other State of jurisdiction. Services shall continue until voluntarily terminated by Client, at the time specified in a court order, or under the terms of this Agreement.
- A. Supervised Visitation Defined.** Supervised Visitation is sometimes ordered in family court cases to protect the best interests of the children whose parents have a custody or visitation matter pending in family court. For purposes of protection and safety, a judge will order that a child only have contact with a parent when a neutral third person is present during the visitation. The type of third-person visitation arrangement is hereinafter referred to as “Supervised Visitation.” Individual meetings of Supervised Visitation shall be conducted and in accordance with the terms of this Agreement (“Visit(s)”).
- B. Supervised Exchanges.** Supervised Exchanges, for purposes of this Agreement, shall be the process by which one parent or guardian hands off the child or children to another parent or guardian while supervised by a professionally trained monitor as part of a court-ordered process of exchange to ensure a calm and smooth exchange of temporary custody. **For specific policies and procedures for Supervised Exchanges, please review, sign, and attach the Supervised Exchanges Addendum.**
- 1.6. Supervision Monitors.** Supervised Visitation will only be conducted by a professionally trained Supervision Monitor. Professional supervision monitors have been trained and meet all requirements to provide Supervised Visits by a program conducted and approved by the Judicial Council of the State of California and governed by California Family Code section 3200, et seq. (“Monitor(s)”). Monitors must meet the requirements and comply with the standards specified in Standard 5.20 of the California Rules of Court (“Standards”). Each Client shall be assigned a Monitor within a reasonable time after their initial intake meeting.
- 1.7. Offer and Acceptance.** The Organization shall have the sole right to offer Services under this agreement, and the Client shall have the sole right to accept the offer only by signing this Agreement, whether on paper or electronically. The offer shall be deemed accepted and the contract binding only upon the Client’s acceptance of this Agreement by signature.

SECTION 2 — COMPLIANCE WITH THE COURT ORDER

2.1. The Court Order Governs. The terms of the State of California court’s order governing the Supervised Visits or Supervised Exchanges, including any court orders relating to domestic violence, child custody and visitation, and/or restraining orders, are the governing provisions for the Organization’s Services (“Court Order”). The Court Order will specify the rules and procedures regarding the Visits, including the length of time and the number and frequency of Visits along with any other specific rights, limitations or privileges of the parents or guardians. This agreement cannot and shall not be construed to alter, expand, or deny any of the rights or limitations imposed by the Court Order. **The Client shall provide the Court Order(s) at the initial intake meeting or as soon thereafter as reasonable, but no later than one calendar week after the initial intake meeting. The Organization cannot and shall not begin providing Services under this Agreement until all pertinent Court Orders have been received from the Client.**

A. Note as to the Court Order. The Court Order, as explained above, may include several different documents. The Client should understand that these documents govern the Organization’s ability to provide Services and that the Organization cannot change the scope of the Order in any way. The Court Order may include, but is not limited to, such documents as court forms DV-150 for cases involving domestic violence; DV-110 (Temporary Restraining Order); DV-130 (Restraining Order After Hearing) and DV-140 (Child Custody and Visitation Order).

SECTION 3 - FEES

3.1. Standard Fees For Services. The fees for supervised visits are charged in two parts. First, the Client shall be charged a one-time \$100 Supervised Visit intake fee which will be charged either during your intake meeting or at the orientation meeting with your assigned Monitor, which is non-refundable (“Intake Fee”). The Intake Fee covers the costs for both the intake meeting and the orientation and pays for our monitor’s time and some of our costs for printing and more. Second, the Client shall be charged \$65 per hour for each Visit you have with your Monitor (“Hourly Fee”). (Collectively, “Standard Fees”). **All references to currency in this Agreement, or any of its supporting documents shall be in U.S. dollars.**

A. Sharing Payments Between CP and NCP. When the Court Order requires both the CP and NCP to share Fees, the Standard Fees shall be \$80 per hour and each parent shall pay \$40 or 50% of the Standard Fees.

3.2. Discounts for Multiple Children. The Organization shall discount the Hourly Fee only by \$5 per hour per additional child after the first child, up to a maximum of two additional children, for a total possible discount of \$10 per hour for three children. Therefore, a Client with two children will pay an Hourly Fee of \$60 per hour, and a Client with three children will pay an Hourly Fee of \$55 per hour. This discount shall be available ONLY to Clients who are paying as a single parent.

3.3. Fees for Four or More Children. Due to the Standards set forth by the State of California, and in order to protect the safety of the children during Visits, the Organization is required to have more than one monitor present when four or more children are to be supervised. Due to this need, the Hourly Fee shall be \$90 per hour for Clients with four or more children.

3.4. Special Fees. The fees explained in this section shall be in addition to Standard Fees.

A. Holidays. Fees will be charged at double their normal rate when any Services take place on a federally recognized government holiday.

B. Late Fees. Clients shall arrive timely as described in the section titled Arrival and Meeting Times. If a Client is more than 10 minutes late from the scheduled start time or if a Monitor is forced to stay more than ten minutes after the scheduled end time, the Organization shall charge a late fee of \$2 per minute for each additional minute that the Monitor is forced to stay or wait. Late Fees under this paragraph shall be adjusted to the extent necessary under the 15 Minute Rule.

C. Cancellation Fees. If a Visit is cancelled after the required cancellation time as described in the section entitled Visit Cancellation, then the Client shall be charged a fee that is equal to the total cost of hours scheduled and confirmed for the Visit. The parent who cancels the Visit is responsible for this Fee. If the Custodial Parent prevents a child from participating in scheduled Visits, then the Custodial Parent shall pay all Fees related to the Visit.

D. Fees for Specialty Locations. Clients may request specific locations for Visits in accordance with the section entitled Visit Requests. For any requested locations that involve additional fees for admission or parking, the Client shall be responsible for paying any and all costs related to extended mileage, admission or parking, including those for the Monitor.

3.5. When Payment is Due. Clients shall pay the Intake Fee at the intake meeting or at the orientation meeting unless otherwise agreed to by the Organization. All Hourly Fees shall be paid by Client before the Visit begins, unless otherwise agreed to by the Organization. Payment shall only be made by cash, or credit card in U.S. dollars.

A. Credit Card Payments. If Client wishes to pay with a credit card, then payment shall only be accepted by Square, a third-party payment processing service which shall include a payment processing fee of 2.5% , or by submitting payment via the Las Valientes website. If paying by the Las Valientes website, then payment shall only be accepted by using the “Pay for Visits” button located on the Supervised Visits page of the Las Valientes website located at <https://www.lasvalientes.org/supervised-visitation/>. All payments accepted through the Las Valientes website are also processed by Square and shall also be subject to a payment processing fee of 2.5%. Since Las Valientes is a federally registered 501(c)(3) non-profit organization, taxes are not charged or withheld on any payment.

- B. Consent to Keep Payment Methods on File.** Clients who decide to pay for Hourly Fees by credit card shall allow the Organization to keep their credit card information on file to allow for processing of fees when they become due. The organization shall allow Client to make payments on their own unless a payment remains outstanding for 30 consecutive calendar days following a Visit. The Organization shall not schedule or confirm any future Visit in accordance with the section entitled “Visit Requests” until the entire balance of the previous Visit is paid in full.
- C. Penalties for Late Payments.** Clients who fail to pay the fees as described in this section shall be subject to interest charges of 10% per week of the unpaid balance owed to the Organization. This interest charge shall be charged for four consecutive calendar weeks from the day after the payment for Hourly Fees are due (48 hours after a Visit). If a Client does not pay the outstanding balance owed to the Organization continually for a period of 30 days following a Visit, then Visits shall be suspended or cancelled at the discretion of the Organization.

SECTION 4 — SUPERVISED VISITATION POLICIES

4.1. Overall Compliance with Monitor Rules. Whether any rule is specified in this Agreement or not, Clients shall comply with all other rules, policies, or procedures that are set forth by the Monitor during a Visit or Supervised Exchange. The Custodial Parent and Non-Custodial Parent shall both encourage the child’s participation in court-ordered Visits.

4.2. Scheduling Visits. Any and each Visit shall be scheduled only by the Client sending a request via email to the Monitor at least 4 calendar days in advance of the planned Visit. All requests for scheduling Visits shall include the date, the start and end times, the location and address, and the planned activities for the Visit. A notice of confirmation of the Visit shall be made by email to all parties by the custodial parent, the Monitor, and the Client at least 48 hours in advance of the planned Visit. No Visit shall occur unless confirmation is received by all parties in accordance with this paragraph. The Custodial Parent shall provide notice to the Monitor of any scheduling conflicts, whether those be their own or those of their children, that may affect the planning of Visits. This policy allows for all parties to be adequately informed and prepared prior to any scheduled Visit. Visits shall be scheduled at <https://www.lasvalientes.org/supervised-visitation.html>

- A. Permitted Visit Hours.** Scheduled Visits shall only be scheduled during the hours of 10am and 7pm on any calendar day, unless otherwise indicated by the individual Monitor. If the Client wishes to request a Visit outside of these hours, then the Visit shall only be approved upon approval of the Monitor.
- B. Court Order Limitations.** As noted in the Court Order section of this Agreement, the Court Order governs the Organization’s ability to provide Services. Sometimes, the Court Order has set times and dates that cannot be changed and must be followed exactly as they are outlined in the Court Order. Other Court Order limitations may include limits on

the locations at which visits may occur. All parties involved will need to be in agreement to be available and ready to follow the pre-determined schedule as set forth in the Court Order. Please note that this paragraph does not change or alter any of the other provisions of this Agreement, including the section titled Cancellation and the section entitled Fees.

C. Permitted Locations. No Visit shall take place at the Client's residence or the residence of any relative or third party, nor in any rural, isolated areas such as expansive hiking trails. The Client suggested locations in Visit Requests shall only be permitted in compliance with the Court Order, and in the sole discretion and only upon approval of the Monitor. Client should be aware that any location may be subject to the fees detailed in the paragraph entitled "Fees for Specialty Locations." A list of examples of safe and public locations recommended for Visits is included below, but each is still subject to approval of the Monitor:

- a. Holiday Park, Carlsbad
- b. The Shoppes at Carlsbad
- c. Grape Day Park, Escondido
- d. Kit Carson Park, Escondido
- e. Escondido Mall, Escondido
- f. Children's Discovery Museum, Escondido
- g. Grand Tea Room, Escondido
- h. John Landes Park, Oceanside
- i. Sunset Park, San Marcos
- j. Woodland Park, San Marcos
- k. Boomers, Vista
- l. Cinapolis Theater, Vista
- m. Regal Theaters
- n. Regal Edwards Cinema San Marcos
- o. Clay n' Latte, Vista
- p. Brengle Terrace Park, Vista
- q. Vista Sports Park, Vista
- r. Guajome Park, Oceanside
- s. Martin Luther King Park, Oceanside
- t. Most public food establishments
- u. Chuck E. Cheese

D. Visit Cancellation. If a Client wishes to cancel a scheduled and confirmed Visit, then Client shall notify the Monitor via email at least 24 hours in advance of the scheduled Visit. Failure to cancel a scheduled visit within this time will result in cancellation fees as described in the paragraph entitled Cancellation Fees.

4.3. Use of Electronic Devices. The Client shall not use a phone or other electronic device to communicate with other third parties during the Visit with anybody not present at the Visit whether by voice call, video conferencing, or messaging, including attorneys unless otherwise permitted by the Monitor. Devices shall be on silent at all times during the visit unless express prior permission has been requested from and granted by the monitor. The Monitor shall have

sole discretion to allow for other communications during the Visit as provided for by the Standards of the State of California.

- A. Exception for Photography and Videography.** Phones and other electronic devices may be used for taking photographs and videos during the Visit but the Client shall not send or share those videos with other third parties not present at the Visit at any time during the Visit.

4.4. Preparing for the Visit and Supplies. It shall be the responsibility of the Client to prepare for the scheduled and confirmed Visit and to provide notice to all parties as provided in this Agreement.

- A. Planned Activities.** All activities planned during the visit must be safe and age-appropriate based upon the ages and developmental stages of the children who are party to the visit. This shall include the ratings of any films, music, and games that are to be played during the visit. The appropriateness of activities under this paragraph shall be in the sole discretion of the Monitor. The Monitor shall also have sole discretion to require modification or cancellation of planned activities if they determine that they are not in compliance with this section or Standards.
- B. Limitations on Activities for Medical Reasons.** If a child is sick, experiencing an urgent medical situation, is under the care of a nurse or physician or otherwise medically restricted from certain activities that impact their participation in Visits, then Client shall inform Monitor and provide any relevant documentation of any physical limitations or activity restrictions, such as a doctor's note.
- C. Notice of Planned Activities.** Monitors and all parties must be notified of all planned activities in accordance with the paragraph entitled "Scheduling Visits."
- D. Additional Rules Regarding Planned Activities and Locations.** Some planned locations and activities may require the Monitor to impose additional rules and policies. The Monitor shall have sole discretion to prescribe additional rules and policies for specific locations and activities and Client shall comply with any and all rules prescribed by the Monitor, whether specified before or during the Visit.

4.5. Client Conduct During the Visits. Clients shall conduct themselves respectfully and responsibly at all times during the Visit. Client shall not be intoxicated, under the influence of drugs or any illegal substances. Clients are strictly prohibited from possessing knives, sharp objects, guns, ammunition, or any other object that may be used as a weapon at any time during the Visit. For purposes of this section, the Monitor may terminate the Visit at any time if the Monitor reasonably believes that Client is in violation of the terms of this section. Any Visits scheduled thereafter may be temporarily suspended until further notice at the discretion of the Organization. The Organization will often need to investigate and review the incident to determine whether or not Supervised Visits for Client should continue. Clients shall receive a

temporary suspension notice in these cases to allow for the Organization to review the incident and make a determination. Following this investigation, the Organization may require Client to schedule another orientation meeting with the Monitor and pay an additional fee of \$60, which must be paid in accordance with the terms of Standard Fees. Additionally, the Organization may terminate visits entirely with written notice to the Client including the specific grounds for the termination of all Visits.

- A. Staying On Location.** In accordance with the Standards set forth by the State of California, the Client shall stay at the location within a distance of 10 feet from the Monitor at all times during the visit, unless otherwise permitted by the Monitor during a Visit.

- B. Arrival and Meeting Times.** The Custodial Parent must arrive at least 10 minutes prior to the start of the scheduled Visit time. The Client must strictly adhere to the scheduled times for the visit and shall arrive no later than the start time for the Visit and shall ensure the visit ends at the scheduled time. Failure to comply with this paragraph shall result in additional fees described in the paragraph entitled Late Fees.
 - (1) Special Requirements for Restraining Orders.** Where the Court Order involves a restraining order, to prevent violations, the Custodial Parent shall drop off the child no later than 15 minutes prior to a scheduled visit. The Non-Custodial Parent shall arrive and leave at the scheduled Visit time. After the Visit, the Custodial Parent shall arrive 15 minutes after the scheduled Visit end time (the “15 Minute Rule”).

- C. Communication During the Visit.**
 - (1) Positive and Supportive Communications.** Any communications that are emotionally or physically threatening to any party are expressly prohibited. Any communication during the visit must be positive and supportive. Positive and supportive communications will be determined in the sole discretion of the Monitor. The Client shall not argue or comment upon any determination by the Monitor as to communications they determine to be outside the scope of this policy.
 - (2) Prohibited Behavior and Communications.** Behavior that is aggressive in demeanor, verbally threatening or physically abusive (I.e.: combative or intimidating) towards the Monitor or children is not tolerated and will be grounds for immediate Visit termination. These communications are cause for safety concerns and create risk to both the Monitor and the children. Whether communication is prohibited under this paragraph will be at the sole discretion of the Monitor, and may include instances which may otherwise be considered “disciplinary” in nature.

4.6. Specific Rules for Virtual or Telephonic Visits. Fees for virtual or telephonic Visits shall be \$25 per each 30 minutes the Visit is scheduled for. Virtual or telephonic Visits shall be requested in accordance with the section entitled Visit Requests. All virtual Visits shall be conducted through Google Meet, the Monitor shall create an invitation with a link and send it to all parties in advance of the scheduled Visit. The child shall be left alone to use the device

without the Custodial Parent present in a space that is quiet and free from distractions in a manner that allows the child and NCP to freely communicate with each other. Headphones may be used by the Child, parent or Monitor. The Custodial Parent shall not be present or interfere with the virtual Visit in any way. The paragraph entitled Documentation and Reporting shall apply to virtual or telephonic Visits. All other terms contained in this Agreement shall apply equally to virtual and telephonic Visits.

4.7. Child Conduct During the Visit. It shall be the responsibility of Client to ensure their child's compliance with the terms of this section.

- A. Dress.** Children must be dressed appropriately with regard to the Planned Activities. Appropriate dress shall be determined at the sole discretion of the Monitor.
- B. Staying Near Monitor.** Children shall stay within at least six feet of the Monitor at all times during a Visit and it is the responsibility of the Monitor to remain within a safe distance of the children at all times.
- C. Bathroom Use.** Under the Standards set forth by the State of California, Monitors may accompany children to the restroom in some cases. Monitors are not responsible for changing diapers or otherwise assisting with the hygiene of children but shall continue to observe and supervise the parenting skills of Client when children are in need of assistance in bathrooms and diaper changes. Monitors may remain outside the stall or nearby to listen and observe how the Client or NCP handles this area with his/her children. Monitor shall only escort children who are independent in their bathroom abilities to the bathroom safely so they may use the bathroom on their own.

4.8. No Guests. No guests or other third parties other than the children, the Client, and the Monitor shall be permitted at any Visit regardless of the circumstances unless otherwise specified in the Court Order, or unless otherwise permitted by the Organization and the individual Monitor.

4.9. Anti-Harassment Policy. Communications between any party, electronic or otherwise, that are harassing, threatening, demeaning, or cause excessive annoyance are strictly prohibited. The Organization shall have sole discretion to determine whether a communication is harassing, threatening, demeaning, or causes excessive annoyance. All electronic communications shall be directed only to those individuals who must reasonably be included in the communication. For example, no party to this Agreement shall "CC" any other person on an email that does not have an express need to be part of that discussion. Monitors shall not serve as intermediaries in any communications between the Client, attorneys, and any other parent or guardian except for those communications necessary to the Monitor's role in the Visits.

4.10. Emergencies. Monitors shall contact emergency services as needed if there is an accident or emergency that warrants immediate medical attention or if a violent situation which threatens the safety of any party arises which requires police intervention, regardless of the cause. Monitors shall also contact all parties listed in the emergency contact form completed at the intake meeting. Client shall also act responsibly in order to ensure the safety of all parties, especially in cases of emergency. Client is responsible for preparing for and treating any minor cuts, scraped, bruises, or other minor injuries not requiring emergency medical assistance.

Monitors may have some first aid supplies on hand such as bandages, antibiotic ointment, sunscreen, or alcohol prep pads but are not required to.

A. Child Abduction. In the event of child abduction, monitor MUST...

- (1) Call 911
- (2) Provide law enforcement with information on the location of abduction
- (3) Provide a description of the abducted child
- (4) Provide a description of the suspected abductor
- (5) Provide a description of any vehicle involved

B. Illness and COVID Related Issues. If a Child or Parent has an illness, including but not limited to, COVID-19, pink eye, flu, or cold-like symptoms, the person with the illness will not be permitted to participate in any Visit until they are cleared by a medical professional to participate or they provide a test showing they are negative for COVID-19. CP and/or NCP must notify the Monitor of any illness at least 24 hours in advance of the Visit. If this notice is not provided, the Monitor shall cancel the Visit, and any Fees for that Visit must be paid by the Parent who did not provide notice.

4.11. Informal Dispute Resolution, Comments, and Questions. Prior to engaging in any of the dispute resolution processes in section 7, Clients shall submit at least one dispute to the Organization under this section pertaining to the specific complaint that they have. Client shall then give the Organization at least 30 days to resolve the dispute. All Client disputes, comments, and questions shall be submitted electronically via the Organization website at: <https://www.lasvalientes.org/supervised-visitation/complaints.html>.

SECTION 5 — COMPLIANCE AND PENALTIES

5.1. Warnings. Clients who are found by the individual Monitor to be in violation of the terms of this Agreement may receive a written or verbal warning at the discretion of the Monitor. After three Warnings are given to the Client under this Agreement, any Visit may be terminated at the discretion of the Monitor. If the Visit is terminated under this section, Client shall still be responsible for paying the entire Fee for that Visit.

5.2. Suspensions. When the Organization or the individual Monitor has determined that Client has violated the terms of this agreement on at least three occasions, the Organization shall suspend Visits for a period of at least two weeks. However, the suspension may be extended by the Organization at its sole discretion. Client may dispute Suspensions by the process specified in the paragraph entitled “Informal Dispute Resolution, Comments, and Questions.”

5.3. Terminations. When the Organization or the individual Monitor has determined that Client has violated the terms of this agreement on at least five occasions, the Organization may terminate Visits permanently, at its sole discretion. Client may dispute Terminations by the process specified in the paragraph entitled “Informal Dispute Resolution, Comments, and Questions.”

SECTION 6 - CONFIDENTIALITY AND DISCLOSURE

6.1. Definition of a Professional Provider. In accordance with section 5.20(k) of the California Rules of Court, Monitors are not protected by any privilege of confidentiality like those governing doctors, lawyers, therapists, and others.

6.2. Maintaining confidentiality. As noted in section 5.20(k) of the California Rules of Court, “Professional providers should, whenever possible, maintain confidentiality regarding the case except when:

- (1) Ordered by the court;
- (2) Subpoenaed to produce records or testify in court;
- (3) Requested to provide information about the case by a mediator or evaluator in conjunction with a court-ordered mediation, investigation, or evaluation;
- (4) Required to provide information about the case by Child Protective Services; or
- (5) Requested to provide information about the case by law enforcement.”

6.3. Legal Communications. Monitors cannot and shall not provide legal advice or guidance to Client or any other party to any Visit at any time. All communications regarding your legal case pending in family court should not be communicated with or shared with the Monitor or the Organization. These communications are not privileged or confidential and may be admissible in any court proceeding where the Monitor or the Organization is subpoenaed, called to testify, or otherwise asked to provide evidence in a court proceeding.

6.4. Documentation and Reporting. Monitors are required to take notes and document conversations, activities, and behaviors that they observe or hear during each Visit. Any communications, whether electronically or otherwise, which may be perceived as threatening, harassing, disrespectful, or concerning the safety of the children or any party may also be documented whether the communication occurred as part of a Visit or at any other time or place. These notes, communications, and documented observations, like all communications discussed in this section, are not privileged and may be admissible as evidence in any court proceeding. The Organization is a MANDATED REPORTER of child abuse and will report any suspected abuse to the appropriate agency as provided by law.

SECTION 7 - GENERAL PROVISIONS

7.1. AGREEMENT BINDING. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Agreement.

7.2. LIMITED ASSIGNMENT. The Organization shall have limited rights to assign any right, power, privilege or authority or delegate any duty, liability or obligation under this Agreement to any person or entity with the prior written consent of the Client, such consent not to be withheld unreasonably. No such assignment or delegation shall release the assigning party from any duty, liability or obligation under this Agreement unless expressly provided to the contrary in a written instrument signed by all parties.

7.3. GOVERNING LAW; VENUE. The laws of the state of California (without giving effect to its conflicts of laws principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Any action or proceeding arising out of or relating to this Agreement or arising out of or in any manner relating to the relationship between the parties shall only be brought in the state or federal courts in the County of San Diego, California, and each of the parties hereto submits to the personal jurisdiction of such court (and of the appropriate appellate courts wherever located) in any such action or proceeding, and selects the courts in San Bernardino, California for proper venue in any such action or proceeding.

7.4. MANDATORY ARBITRATION. All claims, controversies, disputes, and disagreements arising out of or relating to this Agreement or its validity, construction or performance, including any alleged failure of performance or any alleged breach of any provision of this Agreement shall be resolved and conducted in accordance with the rules and procedures of the State of California Arbitration, as such rules may be amended from time to time, with rights of discovery, if requested by arbitrator; or if for any reason unavailable, binding arbitration shall be in accordance with and settled with the Commercial Arbitration Rules of the AAA (American Arbitration Association) San Diego, California Chapter, relative to the reservation and the protection of individual contact and contract sources. The Parties shall abide by and perform any award rendered therein and any court having jurisdiction may issue a judgment based upon such award, which is final, binding and non-appealable.

7.5. ENTIRE AGREEMENT. This Agreement represents and contains the entire understanding of the parties. There are no representations, covenants, or undertakings other than those expressly set forth in this Agreement. The parties acknowledge that no party, nor any agent or attorney of any party, has made any promise, representation, or warranty whatever, express or implied, not contained in this Agreement to induce any other party to enter into this Agreement. The parties acknowledge that they have not executed this Agreement in reliance on any promise, representation, or warranty not specifically contained in this Agreement. The parties, and each of

them, further represent and declare that they have carefully read this Agreement and know its contents, and that they sign this Agreement freely and voluntarily.

7.6. ATTORNEYS' FEES. If any legal action, arbitration or other proceeding arises out of, relates to, or is in connection with this Agreement, in addition to any other relief to which the successful or prevailing party or parties (the "Prevailing Party") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party shall pay, all (a) reasonable attorneys' fees of the Prevailing Party, (b) court costs, and (c) expenses, even if not recoverable by law as court costs (including without limitation, all fees, taxes, costs, and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that action, arbitration or proceeding and all appellate proceedings. For purposes of this Section, the term "attorneys' fees" includes, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs, disbursements, and all other charges billed by the attorney to the Prevailing Party.

7.7. NO IMPLIED WAIVER/NON-WAIVER. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7.8. TIME OF THE ESSENCE. The parties agree and acknowledge that time is of the essence of the essence in this Agreement.

7.9. MODIFICATION. This Agreement may not be modified, amended or changed by any party, except in writing, signed and executed by all parties herein, specifying the modification, amendment or change.

7.10. AUTHORITY TO EXECUTE. The individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

7.11. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction (or, if applicable, an arbitrator), the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Agreement. Any provision of this

Agreement that is held invalid, illegal or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid, illegal or unenforceable.

7.12. CONSTRUCTION; INTERPRETATION. Words used in the singular shall include the plural, and vice-versa, and any gender shall be deemed to include the other. The captions and headings contained in this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof. Each party acknowledges that such party has reviewed and revised this Agreement. The terms of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto.

CLIENT

Signature

Client Name (Printed)

Client is (circle one): CP / NCP

DATE: _____

Date of Orientation: _____

Name of Monitor: _____

GOD'S HEART MINISTRY



Dr. Ana M. Serrano
Director, God's Heart Ministry
Las Valientes & Las Traductoras
anaserrano@lasvalientes.org

DATE: _____

**PLEASE ATTACH INTAKE SHEET, ANY ADDENDUMS, AND ANY OTHER
IMPORTANT DOCUMENTATION, INCLUDING COURT ORDERS**

SUPERVISED EXCHANGES ADDENDUM

The terms and policies in this addendum are in addition to those found in the document entitled “Supervised Visitation and Exchange Agreement” and this document is to be considered as part of those Terms when the Service includes Supervised Exchanges as defined in section 1.5(B) of the Agreement. If any of the terms or policies in this addendum conflict with those in the document entitled “Supervised Visitation and Exchange Agreement,” then the terms and policies in this document will govern as they relate to Supervised Exchanges. This document shall be attached to all other documents included in the Agreement if Supervised Exchanges are being offered by the Organization and accepted by the Client. The goal of Supervised Exchanges is to make a safe and peaceful transfer of children from one parent to the other.

Additional Policies and Rules for Supervised Exchanges:

1. **Fees for Supervised Exchanges.** The Fees for Supervised Exchanges that involve two transfers, whether they occur on the same day or on different dates, shall be \$60. For Supervised Exchanges which involve only one transfer, the rate shall be \$30.
2. The Client shall arrive at least ten minutes prior to their scheduled exchange time.
3. Locations shall be either governed by the Court Order or shall be mutually agreed upon between the CP, NCP and Monitor.
4. During the exchange, the CP and NCP shall remain in their cars and at least three car lengths away from each other at all times unless the Court Order specifies otherwise. The Monitor shall retrieve the child from the parent currently with the child and walk with the child to the receiving parent.
5. If the CP or NCP is going to be late to a scheduled exchange, they shall notify the Monitor by text message or phone call as soon as possible.
6. Monitor shall document all conduct and behavior during the exchange of the child.

CLIENT

Signature

Client Name (Printed)

Client is (circle one): CP / NCP

DATE: _____

Date of Orientation: _____

Name of Monitor: _____

GOD'S HEART MINISTRY



Dr. Ana M. Serrano
Director, God's Heart Ministry
Las Valientes & Las Traductoras
anaserrano@lasvalientes.org

DATE: _____

Credit Card Authorization Form

Name on Card:

Card Type:

Visa

MC

AmEx

Discover

Other

Card Number: _____

Expiration Date: _____

Security Code: _____

Billing Address: _____

ZIP Code: _____

Phone Number: _____

By signing this form, you authorize God's Heart Ministry

to charge your card at any time in the amounts associated with our Services.

Signature: _____

Date: _____