

Guardians of Hope



"Helping children maintain hope for their family."

OFFSITE VISITATION CONTRACT FOR NON-RESIDENTIAL PARENT

Please read this **contract** carefully, initial and sign your name in the places provided and when completed, return this document to our office. Guardians of Hope (GOH) has the right to make any necessary changes, revision or modifications to this contract at any time. The process of initialing and signing this document does not automatically guarantee me that Guardians of Hope will accept me as a client and allow me to use their services.

_____ 1. I understand that I must allow **child(ren) to initiate physical contact** with me. I acknowledge that I may ask for a hug but not insist on one. I understand that I am allowed to participate in mutually agreed affection between my child(ren) and myself, but, I will stop such displays of affection if directed to do so by the supervisor.

_____ 2. I will maintain close proximity to the supervisor at all times during the visit unless the children are in another location. If this occurs, the supervisor will stay with me during that time. It will be my responsibility to watch my child(ren) and keep them with me while we are in public venues.

_____ 3. I understand that a "**key phrase or signal**" is to be established between myself and supervisor to alert me of inappropriate verbal communications or behavior. This is done to enable me, as the parent, to have a warning that will not embarrass me in the presence of my child(ren).

_____ 4. When in close proximity to the child(ren) I agree to keep my hands visible to the supervisor. I understand this precaution could possibly help prevent possible allegations of inappropriate conduct on my part.

_____ 5. **I will not ask the supervisor to follow me in another vehicle, retrieve anything from another area, photograph or videotape the visit.**

_____ 6. I will **not whisper, pass notes, or have private conversations** with the **child(ren)** and will re-direct the child(ren) in a positive manner if they try to engage in these activities with me. However, my child(ren) may do so with the supervisor.

_____ 7. **I agree not to discuss anything regarding the court, future plans beyond visitation or make negative remarks about the other parent or their family members in the child(ren)'s presence.**

_____ 8. I agree that I will not make any **promises of gifts, privileges or rewards** to the child(ren) in exchange for receiving phone calls, information, physical contact, or anything beyond the visits.

_____ 9. I agree that I **will not** make any request of the child(ren) to bring **copies of their school work, report cards, etc.** as this is to be handled through either the other parent or the attorneys.

This contract will not be accepted if you have redacted or altered any of the wording contained herein.

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_____ 10. I agree the purchase of clothes, souvenirs, or some small items costing **one hundred dollars (\$100) or less may be purchased** during a standard visit. I understand; however, this purchase **limit does not apply to gifts** given to the child(ren) for **birthdays** and on the **holiday** of my choice in the month of December. Gifts are to be in gift bags only so they may be inspected by the supervisor prior to presenting them to the child(ren). I understand and agree that all gifts are to go home with the child(ren) unless the child(ren) decline to take the items home. The items purchased during visitations specifically for use during my period of possession and access are to stay with me, the Non-Residential Parent.

_____ 11. I understand that I **may bring a craft** to the visit for the child(ren) to work on but it must go home with the child(ren) unless the child(ren) decides to leave it with me for future use or work or if prior approval has been given by the supervisor for it to remain with me. Age appropriate board games and story books may be brought to the visit. I acknowledge that I must allow the supervisor to review any books brought to the visit prior to reading or presenting them to my child(ren). I agree not to bring anatomically correct dolls or toy weapons are not to be brought on the visit.

_____ 12. I understand and acknowledge that the supervisor **has the right to open**, inspect and examine anything brought to the visit by me or the child(ren).

_____ 13. I understand that discipline of the child(ren), if necessary, will consist of time out during the visit. I will not use threats, corporal punishment, yelling or intimidation of the child(ren).

_____ 14. If I appear to be under the **influence of a controlled substance or alcohol** I understand that the visit will be terminated immediately. GOH acknowledges that I have the right to contact the local Police Department for a sobriety test before a final determination is made.

_____ 15. I will not bring photographs to the visit with the exception of those pictures that have been taken during a previous GOH visit.

_____ 16. I agree not to bring **audio and/or /video recording devices, weapons, alcohol, drugs, hazardous and or illegal materials in any form** to the visit or my visit will be terminated immediately and will result in suspension of future visits using their services.

_____ 17. I agree and **will not** bring any form of **audio and/or video recording device** to the visit. I understand this will be strictly enforced, resulting in immediate cancellation of the visit, forfeiture of any reimbursement of fees for the visit and possible termination of all future visitations provided by GOH.

_____ 18. I agree to treat **my child(ren), the supervisor and all staff members of GOH** with respect and courtesy at all times. I understand that if I become argumentative or verbally aggressive during a phone conversation or during a visit with the supervisor, he/she has the right to terminate the visit immediately and may cancel the next scheduled visit. This supervisor will immediately notify the Executive Director of that decision. If the visit is canceled for this reason I understand that there will not be a make-up visit.

_____ 19. I understand that the disclosure of any form of abuse by the child(ren) or any physical signs of abuse will be reported to Family Protective Services according to the Laws of Texas.

_____ 20. I agree to **inform** GOH about any **Protective Orders** and agree to abide by those orders. Violation of the order during an exchange or visit will result in the Police being contacted.

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_____ 21. I agree **not to give or ask** the child(ren) or the supervisor to **exchange any information, child support payments, letters, mail or gifts to either parent/guardian.**

_____ 22. I understand the documentation of the visit or exchange will include the interactions of myself and all people present prior to, during and after the visit or exchange of the child(ren). **All forms of communication** during the visit including verbal and non-verbal with the child(ren), the supervisor, a staff member of GOH and any other person present will be documented.

_____ 23. I understand the documentation of the visit will be kept in confidential files at GOH and will be made available with **fifteen (15) business days advance written request or subpoena.** Without fifteen (15) days' notice, please refer to the fee schedule for the necessary charges. Amicus attorneys, **Ad litems** and **therapists** may obtain our visitation notes with **five business days' advance notice.** The parties to the case are not privy to our documentation as this can create problems during the supervision or exchange. All reports remain the property of GOH.

_____ 24. I acknowledge that a **change in the location of the exchange** must be approved by the supervisor twenty-four (24) hours prior to the visit or exchange, and if this does not occur, the normal place of the exchange will be in effect.

_____ 25. I understand that **requests for guests to attend a visit** must be submitted **in writing** and require prior approval by the Executive Director. If approval is given an additional hourly charge is required. (Please refer to our fee schedule.)

_____ 26. I understand the attendance of any guest is a **privilege** and all **guests must adhere to the terms outlined in this contract.** I agree and acknowledge it is my responsibility to instruct my guests with regard to the terms of this contract.

_____ 27. I understand there is a limit of two (2) adult guests allowed with one supervisor at the additional five dollars (\$5.00) per hour fee for each guest with the exception of holidays in which the guest fee is ten dollars (\$10.00) per hour. I understand that if there are to be three to five adult guests, an additional supervisor is required and I agree to pay an additional hourly fee of twenty-five dollars (\$25.00) per hour. Six or more guests will be on a case by case basis regarding the number of additional supervisors needed for the visit. A determining factor that may require an additional supervisor to be present during the visit would be the number of children I have attending the supervised visitation and does not pertain to the number of children approved as guests. If I have two (2) or more children, an additional supervisor may be required when guests are present.

_____ 28. I will not ask the supervisor to allow any individuals to be present during any portion of the visit if they have not been approved to be a guest by the Executive Director. It is my responsibility to avoid having unapproved guests as the supervisor will be required to terminate the visitation immediately if this should happen.

_____ 29. I understand that I should arrive at the designated time and location for the visitation. It is my responsibility to contact the supervisor if I anticipate a delay and will give the supervisor an estimated time of arrival. If I arrive up to fifteen (15) minutes late, an additional fee of twenty dollars (\$20.00) will be due when I arrive for the visit. Each additional minute beyond the initial fifteen (15) minute late arrival is one dollar (\$1.00) per minute and is due and payable immediately. The supervisor will wait for **twenty (20) minutes** for either parent to arrive and if the supervisor is not contacted by the late party,

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they will confer with the office prior to making the determination of terminating the visit. If the parent does not arrive within the allotted time, the visit will be cancelled and the parent that was late will be responsible for the entire fee for the visit.

_____ 30. I understand if I am late for the visit, the normal fee is to be paid and the time for the return of the child(ren) will remain the same and no additional time will be given. If the residential parent is late, the allotted amount of time for the visit will remain in effect and the visit will be extended if this does not cause a scheduling conflict for the supervisor. If the supervisor is late, he/she will contact both parties. I will remain at the exchange location and refrain from contact with the other party. The visitation time may be extended the amount of time the supervisor was late if possible. If the supervisor cannot extend the visitation time due to the scheduling of his/her next visit, the supervisor may make up the time on the next scheduled visit.

_____ 31. I understand cancellation of **two (2) hour visits** by either party will **require seventy-two (72) hours prior notice**. Cancellation of visits **over two (2) hours**, require **five (5) days advance notice**. If this does not occur, the person **cancelling** the visit will be **responsible for full payment** of the fee prior to the scheduling of any further visitations. In the **case where I cancel a visit due to illness, two (2) days advance notice** accompanying a doctor's note is required or I will be responsible for payment of the full fee for the cancelled visit. Future scheduling of visitations may be suspended until these fees are paid. Payments may be made including the required processing fee listed on the website using the "Pay Now" option on the GOH website (guardiansofhopetx.com).

_____ 32. I understand and agree to pay for **all** meals, snacks, drinks, parking fees, admissions or activity fees during the visit for the supervisor. I acknowledge that the supervisor is not to be asked and will not pay for anything during the visit.

_____ 33. If the supervisor needs to cancel a visit, I will be notified and a make-up visit will be made available at the availability of GOH and on a date and time agreeable to all parties.

_____ 34. I understand and acknowledge that the supervisor has the **right to terminate a visit for any reason**. I agree I will cooperate with the supervisor and adhere to any requests made of me when a visit is being terminated.

_____ 35. I agree not to **threaten, intimidate or act in an aggressive manner** on the phone with the supervisor or any GOH staff, or in the presence of the child(ren), toward the supervisor or any other participants in the visitation. I will not use any **obscenities, vulgar gestures, inappropriate forms of language or communications**. If I behave in any of the described manners, I acknowledge and understand that the supervisor has the right to terminate the visit immediately with possible loss of future visits or termination of our services.

_____ 36. I agree and will not use **threats of any kind including kidnapping, abduction, "child-snatching" or injury to the child(ren) or any party** involved in the case.

_____ 37. **I will not to ask the supervisor for any preferential treatment nor request any exceptions to these rules or our fees.**

_____ 38. Any and all requests requiring a **change in the supervision schedule** are to be directed to the Executive Director and she will make a determination. In some instances, the Executive Director may be required to seek the advice of the attorneys or the residential parent/guardian.

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_____ 39. I will make **payment** for all incurred fees by **cash, money order, or cashier's check** made payable to GOH and deliver it to the supervisor **at the beginning** of the visit. Payments may also be made using the "Pay Now" option on the GOH website and will pay the required processing fees listed on the website. I understand, in the case where both parties are responsible to split the fee(s) the same rule applies. I will receive a receipt for cash payments from the supervisor via receipt book or email.

_____ 40. I understand that if I feel I have been treated in an unfair manner, unable to work with the supervisor assigned to my case, or have a grievance of any kind, I must contact the Executive Director. The initial contact may be through verbal communication with the Executive Director, however, if a resolution is not reached I understand I have the right to submit it in writing to the Executive Board and they will make the final decision with regard to my concern or grievance.

_____ 41. I understand that my ability to participate in this program is subject to termination for inappropriate behavior, controlled substance use, violations to this contract, unpaid fees, or more than two cancelled visits.

_____ 42. I understand that GOH has the right to run a background check on me and if I have not disclosed any recent criminal history or activity resulting in arrests during my application process or to the Executive Director, GOH has the right to terminate my visitation. I also understand that I must provide GOH with protective orders, parole or probation documentation.

_____ 43. I understand that if Guardians of Hope's Executive Director deems me to be aggressive, verbally combative or uncooperative, they have the right to provide services for me only through the use of Armed Security. (Please refer to the Fee Schedule for the cost of such personnel.) If I refuse Armed Security visitation, GOH has the right to terminate my use of their visitation services.

By signing this document, I understand that I am entering into a legally binding contract with Guardians of Hope and that Guardians of Hope may seek any restitution afforded to them by the law if I refuse to adhere to fees listed the contract and fee schedule. I agree to fully cooperate with the representatives of Guardians of Hope and treat them with respect. I acknowledge that I have received, read and understand all of the terms within this contract. I agree to, will be legally bound by, and will adhere to this contract. I understand, at the Executive Director's discretion, this contract may be changed or modified to fit individual cases. However, when changes are made, all parties to the suit will be notified of those changes or modifications.

Signature of Non-Residential Parent/Guardians

Date

Printed Name of Non-Residential Parent/Guardian

Date



Guardians of Hope, 2211 Rayford Rd., Ste. 111 #22, Spring, TX 77386

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Revised December 2, 2016

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