

Guardians of Hope



"Helping children maintain hope for their family."

CONTRACT FOR ONSITE VISITATION

Please carefully **read** and **initial each item** next to the number on the line provided. Guardians of Hope (GOH) maintains the right to make any necessary changes, revisions or modifications to this contract at any time. A revised copy of the contract for you to read and sign will be provided when changes have been made.

PLEASE RETURN THE FOLLOWING ITEMS TO GUARDIANS OF HOPE:

- All the enclosed documents (forms should be completed to the best of your ability)
- An official photo identification (valid driver's license or passport)
- A copy of your restraining order (if applicable)
- A recent photo of your child to be copied for our file
- A copy of any probation or parole documents (if applicable)
- A copy of your court order for participation (if applicable)
- Proof of income – paycheck stub, copy of most recent tax return or a letter from Texas Workforce

THE REGISTRATION/ORIENTATION PROCESS

1. ____ Each party must complete this process before visits can be scheduled. Children are not to be present for the adult orientation. However, a separate orientation may be requested for a fee of \$75.00.
2. ____ A non-refundable registration fee of \$75.00 (per party) will be assessed at the time of the initial registration. An annual fee of \$25.00 will be assessed (per party) at the first visit of each year.
3. ____ If a visiting party is currently on probation or parole, those applicable documents must be provided to GOH's office before any visits will be scheduled.
4. ____ If the District Attorney's office confirms a child may be testifying as a witness in a case against the visiting party or their spouse, visits will be denied unless special provisions are recommended by the District Attorney's office or Judge presiding over the case.
5. ____ Guardians of Hope has the right to deny services to a family if a party's participation poses a clear and present danger to him/her or others or violates this contract in any manner.
6. ____ All participants and guests are subject to rules and regulations established by GOH.
7. ____ All Parties are responsible for informing GOH of any changes in address, phone, attorney, income and/or legal issues within seven (7) days of the change by calling the office during regular business office hours.

Note: Guardians of Hope (GOH) is not a party to the lawsuit. If GOH is unable to provide services in accordance with the court order, it is the participant's responsibility to request the court to modify the Order in the absence of a mutual agreement.

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THE POLICIES AND PROCEDURES

8. ____ Visitation schedules will be established within the capacity and limitations of the GOH facility, with the intention of meeting the needs of the participants. The standard visitation schedule is: Saturday following the 1st, 3rd, and 5th Fridays of the month for four hours (4 hours) from 8AM to 12 PM. However, the schedule may have to change to reflect and accommodate the availability of GOH staff. Private visits may be scheduled contingent upon our availability and at the discrimination of the Executive Director.
9. ____ GOH maintains the right to have uniformed security present at the expense of the Non-Residential Parent for private visits if the Executive Director deems it necessary. (Refer to the fee schedule).
10. ____ Non-Residential Parents (NRP) are to confirm their visit by notifying the office **before 5 PM the Thursday prior to the weekend visit**. The Residential Parent (RP) may call between 10 AM and 2 PM on the Friday of that same week to inquire if the NRP has confirmed they will attend. We will notify the RP if the other parent will not be attending the visit or does not call to confirm. If you **do not** receive a call from our office, please assume the visit is scheduled to take place.
11. ____ Visits are scheduled for the visiting party **only** or persons otherwise named in the court order. However, after 3 to 5 visits (at the Executive Director's discretion), a *Guest Request* may be submitted (at least 30 days prior to anticipated date of visit) for review. Guests are only allowed to visit once a month and a fee of \$5.00 per hour per guest over the age of 3 years old. There may be some circumstances where a guest is permitted more often. GOH staff will review the request and determine if the guest(s) will be allowed to attend the visit. *Note: All guests are required to follow all rules and policies of GOH. Failure to comply will result in termination of the guest's visiting privileges.*
12. ____ The Residential Parent (RP) or their designee is required to arrive **no earlier** than the scheduled time the visit is to begin or end. In the case of group visits, that time would be 8 AM when the visit begins and 12 PM when the visit is to end. Arrival for private visits is at the time the visit is scheduled to start or end. The RP or their designee will drop off or pick up their children and immediately leave vicinity of the visitation center. In addition, the NRP's designee is **not** allowed to park and wait in the parking lot, on the public street, or any other common or public area bordering the visitation center after dropping off the NRP and may not return until the NRP is released from the visitation. *Note: Please refer to the fee schedule regarding late arrivals, no call/no shows, ending of private visitation times, late pick-ups and violations of this contract.*
13. ____ The NRP is required to arrive 30 minutes prior to the scheduled time the group visit is scheduled to begin and 15 minutes prior to a private visit. The NRP will remain in the visitation area until 15 minutes after all children have left the premises or when released to leave by GOH staff. The NRP must call with a valid reason for being late prior to the visitation time or the visit will be documented as No Call/No Show and the applicable fee will be added and the visit will not take place. If the NRP calls with a valid reason (determined by the Executive Director) for being late prior to the visitation time, we may ask the RP to wait 15 minutes after the scheduled time of the visit for them to arrive, and if they do not arrive in that timeframe, they may leave. *Note: Please refer to the fee schedule regarding late arrivals, no call/no shows, ending of private visitation times, late pick-ups and violations of this contract.*
14. ____ There is to be NO CONTACT between the parties while on the visitation property. If either party is observed attempting to contact the other in any manner, necessary action will be taken and further visitations may be suspended.
15. ____ The NRP is required to bring interactive activities and games which encourage participation during the visit. DVD players, with prior approval from the office may be brought during a private visit only. *Note: These activities and games are to go home with the NRP.*
16. ____ No electronic devices are to be brought to the visits by the NRP or visiting children.

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17. ____ Gifts for the child(ren) are allowed on holidays, birthdays, special occasions and on the first visit using GOH group visitation. They should be moderate, reasonable in number and size and must be sent home with the child(ren) after the visit. No money is to be given to the child(ren) unless prior approval is received from the GOH Executive Director. *Note: Prior clarification by the Executive Director or Visitation Manager regarding gifts is highly recommended. GOH is not and will not be responsible for any lost or damaged items.*
18. ____ No homemade or home cooked food or drinks are to be brought to any visit. GOH staff, at our discretion, maintains the right to disallow participants from bringing certain foods or drinks to the visit. Store bought, prepackaged food and restaurant bought food and drinks may be allowed and are subject to inspection upon arrival. Visiting children may bring food from home for their own consumption.
19. ____ No live animals of any kind will be allowed with the exception of service animals.
20. ____ No smoking, use of e-cigarettes, vapor cigarettes, or tobacco use of any kind is allowed on the premises.
21. ____ Cell phones and car keys are to be relinquished to the Visitation Manager for group visitations or the monitor of private visits upon arrival at the visitation location. Any exceptions must have prior approval by the Executive Director or Visitation Manager. If cell phone usage is observed during a visit, immediate termination of visit and/or termination of future visits will occur.
22. ____ Photographs may be taken but are restricted to photos of **your child(ren) only**.
23. ____ No audio/visual recording equipment is allowed. Any exchange or viewing of photos not previously taken at a GOH supervised visit must have **prior approval** by the Executive Director or the Visitation Manager.
24. ____ No weapons (including pocket knives) are allowed. The right to carry any weapon, open carry or concealed, is denied while participating in the group or private visitation and is strictly enforced.
25. ____ The GOH monitors and supervisors observe and document visits. These reports are released by subpoena accompanied by our Records Fee (please refer to our Fee Schedule) or **with 20 business days** written request together **with our Records Fee**, as previously explained, and a Business Records Affidavit from the participant's attorney. If the participant is Pro Se, GOH requires proof of this status before releasing any documents; however, all other requirements remain in effect regarding notification and fees involved.
26. ____ If a child discloses any form of abuse or if any physical signs of abuse are observed during a visitation; by law, a call to Child Protective Services (CPS) will be made.
27. ____ Playpens, blankets and other special need items for infants and toddlers are the responsibility of the visiting party.
28. ____ The visitation fee in accordance with our sliding fee schedule will be assessed to the Non-Residential Parent, unless otherwise ordered by the court. The visitation fee is to be paid upon arrival on the date of the visit and must be paid in cash. A receipt will be issued at the time of your payment.
29. ____ NRP's wishing to apply for a reduced fee of less than \$110.00 per group visit must meet certain financial guidelines by providing proof of income and such proof is required prior to consideration of any fee reduction. Reduction of fees, if any, apply only to the visitation fee. There are no reductions for any other fees stated in the fee schedule. Failure to pay the fees you incur will result in the termination of services or suspension of visits. (Fees are subject to change without notice).

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PARTICIPATION BEHAVIOR

30. ____ No party will be allowed visitation if his or her behavior compromises a safe and conflict-free environment. Threatening, aggressive or argumentative behavior with children, staff and or other participants of any nature will cause immediate termination of the visit or future visits, and may result in the filing of a police report. **All parties must conduct themselves in a manner that clearly demonstrates that the well-being of the child(ren) is the highest priority.**
31. ____ NRP's are responsible for their child(ren) during visits. Parties are expected to set limits and discipline appropriately when needed without the use of physical discipline. Children should not be allowed to interfere with other participant's visits, harm other people or property, or engage in other inappropriate behaviors. However, interactions between children and families during group visitations will be allowed if those individuals agree to interact with one another during a game or activity. *Note: Use of any physical discipline will result in immediate termination and/or a report to CPS.*
32. ____ Visits held in a group setting make it impossible to hear all conversations but are monitored to the best of the ability of the GOH staff. However, during both the private and group visitation; inappropriate questioning of the child(ren) by any visiting party, derogatory comments about the opposing party, GOH staff or the visitation program, promises about the future, discussion regarding the litigation and/or the court, questions about where they are living, going to school or who they are living with, statements about unsupervised visits, their living arrangements, or any other statements the monitor may interpret as negative and inappropriate will not be tolerated. Questions initiated by the visiting child(ren) that may lead into such discussions are to be redirected and approached in a positive manner. *Note: Violation may result in termination of the current visit, suspension of one or more visits, or termination of your services with the GOH program.*
33. ____ Visits in the group setting are with visit monitors and security present at all times.
34. ____ Parties must be able to be seen at all times and no parent may accompany a child to the restroom without a monitor and this is only when a child requires assistance in their toileting.
35. ____ The RP must wait until the next business day to discuss their questions and concerns with the Executive Director or the Administrative Assistant unless it is a life threatening or eminent danger issue.
36. ____ RP's are **not** to discuss their case, the other party to their suit, or anything inappropriate during the exchange of their children or while on the visitation premises. If this is witnessed by GOH staff or if we have complaints by other participating RP's, we will notify the attorneys of record and possibly the Judge presiding over their case. Fines will be assessed according to our fee schedule for not adhering to this contract.
37. ____ The GOH staff will not discuss a party's case, concerns, or complaints during or immediately after the visits or exchanges. Only questions relating to the well-being of the child during a particular visit will be addressed. Any other questions or information must be directed to the office during business hours.
38. ____ RP's, NRP's, designees, and guests will treat all staff of GOH with respect and will not argue with staff, use inappropriate language, make disparaging remarks, use inappropriate hand gestures or become aggressive in any manner toward the staff or other participants in the program. If this type of behavior occurs, the attorney of record and possibly the Judge will be informed of the issue.
39. ____ Supervised visits provide the opportunity for NRP's to interact with his/her child(ren) in a positive and enjoyable environment. Conversations should be neutral and directed by the child's interest, not the adults. If your child has a question regarding the family situation, please notify a monitor and they will assist in addressing any questions the child may have. *Note: Whispering or low tone conversations and/or foul language will not be tolerated.*
40. ____ If drug or alcohol use by the NRP prior to or during a visit is suspected, the visit will be immediately terminated. GOH has the right to request that you submit to an alcohol or drug test prior to resuming your visitation if your visits are suspended. Failure to comply with the request may result in termination of your visits and any further use of our services.

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41. ____ A child will not be released to an RP or their designee if the use of drugs or alcohol is suspected. The Party will be required to arrange for someone to come to the visitation site to pick up the child, RP, and his/her vehicle. If the Party refuses to follow these requirements, law enforcement will be called and all attorneys involved in the case will be notified immediately.
42. ____ NRP's will not be allowed to leave the building or return to their vehicle once they have signed in without approval from the Visitation Manager or Executive Director. If permitted, the NRP must be accompanied by a security officer.
43. ____ Notes, gifts, child support payments, money, etc. between parties will not be allowed to be passed through the child(ren) or any GOH staff. Participants are to arrange for the exchange of such items with the help of their attorney or a third party not connected with the GOH program.
44. ____ No clothing with inappropriate language, symbols, and/or pictures will be allowed. Clothing must be appropriate for a monitored visitation with your child(ren). Low-cut, cleavage revealing shirts, shorts shorter than the fingertips length on the thigh, tight fitting, or see through clothing are also not permitted.
45. ____ GOH staff has the right to determine appropriate and/or inappropriate behaviors and conversations between parties and the children or in front of any child. Continued infractions may result in the termination of the current visitation, suspension of one or more visits, or termination of GOH services pending a court hearing.

CANCELLATION AND/OR NO-SHOW POLICY

46. ____ Proper cancellation of a visit can be made 24 hours a day, 7 days a week by calling the office, leaving a voice message, or by email. Visit cancellations should be made no later than 5 PM the Thursday prior to the Saturday group visit and no less than 48 hours prior to a private scheduled visit. Calls received after the deadlines will incur late cancellation fees as stated in the fee schedule. In the case of an emergency that results in the cancellation of a visit, parties are responsible for contacting their Visitation Manager immediately and provide proof of the reason for the emergency cancellation or you will be assessed the late cancellation fee.
47. ____ A No Call / No Show fee will be assessed to the RP or NRP who does not call to cancel and does not show up for the scheduled visit at the scheduled time. Fees are due at or before the next scheduled visit.
48. ____ The RP who does not bring the child(ren) to the visit with proper cancellation notice or is late in bringing the child(ren) to the visit must pay the fees listed in the fee schedule. Fees are due at that visit or before next scheduled visit.
49. ____ GOH staff does not have the right to give permission for a visit to be missed. The reason for a missed visit is documented and make-up visits may be arranged with the agreement of both parties and with the availability of GOH staff. *Note: GOH requires proof for the reason the visit was cancelled for the protection of both parties...note from physician stating the child cannot attend the visit, camp enrollment in advance, family member death notification, etc.*
50. ____ Once a visit is confirmed, if the RP and the NRP mutually agree on the cancellation of a visit with GOH, proper notification must be given to GOH by both parties. Failure to give notice will result in a No Call/ No Show fee, which will be split by both parties and must be paid prior to the next scheduled visit.
51. ____ When the NRP acquires two consecutive no shows for confirmed visitations or establishes a pattern of irregular participation, the GOH Executive Director may suspend visits and may require a review by the court for reinstatement. If the RP acquires two consecutive no shows, notice will be given to the attorneys and/or Court. Reports will reflect this information.
52. ____ If a family will no longer be utilizing the services of the GOH Program, each party must notify the office within three (3) business days of that determination. GOH is not a party to the suit; therefore, the court does not notify the program of hearings or changes in visitation arrangements.

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ADDITIONAL CONDITIONS FOR PARTICIPATION

- 53. _____ All conditions of this contract are subject to modification by the Executive Director of GOH with or without advance notice to the parties.
- 54. _____ I acknowledge that I will be notified when changes occur in this contract or the fees associated with utilizing Guardians of Hope’s services and I understand that I will be required to sign and agree to the changes made in order to continue participating in the visitation program.
- 55. _____ I hereby give consent for my child(ren) to participate in this program and all activities. I release GOH, the GOH staff, security officers, monitors and volunteers of the GOH visitation program against any claim of liability arising out of my participation and/or my child(ren)’s participation in the GOH visitation program(s).
- 56. _____ I understand these policies, procedures and rules are subject to change at the discretion of the GOH Executive Director or to accommodate special circumstances or court orders.
- 57. _____ My signature below indicates I have read, understand, agree to abide by the policies and procedures stated in this document.
- 58. _____ Furthermore, my signature indicates that I received a copy of this contract.

Participant’s Signature

Participant’s Printed Name

Date

Witness

Witness’s Printed Name

Date

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