

**ACCESS BUILDS CHILDREN MONITORED VISITATION PROGRAM**  
**AGREEMENT TO PARTICIPATE**

**I.**

**Registration Process and Use of Services**

Each party must complete the registration process before visits can be scheduled. Please email [info@accessbuildschildren.com](mailto:info@accessbuildschildren.com) to schedule an appointment. Children are **not** to be present for the adult orientation process. Children may be scheduled for a separate orientation if determined necessary by the Program Director. The registration process is done entirely online, and a comprehensive list of steps is located on the Access Builds Children website: ([www.accessbuildschildren.com](http://www.accessbuildschildren.com)). Access Builds Children may also be referred to in this agreement as “ABC”.

A non-refundable registration fee of \$100.00 is required from the Visiting Party (also referred to in this agreement as Visiting Party or “Visiting Party”). If this deposit is at any point depleted, another deposit shall become immediately due in order to continue visitation through ABC.

A refundable penalty deposit of \$100.00 is required from the Residential Party (the custodial parent) **regardless of the language in the court order**. This is put in place to cover incidental fees that could be incurred by the Residential Party. The \$100.00 may be issued back to the Residential Party (also referred to in this agreement as Residential Party or “Residential Party”) when the Residential Party is no longer utilizing ABC services dependent on the remaining balance at the time of termination. If this deposit is at any point depleted, another deposit shall become immediately due.

Visitation fees will be assessed to the Visiting Party, unless otherwise ordered by the court. Visitation fees are in accordance with the rates determined by the ABC Board of Directors. There is no reduction in registration fees, guest fees, documentation fees, court appearance fees or no-show fees. Failure to pay fees will result in the termination of services or suspension of visits. All fees are subject to change without notice.

Visits will not be conducted until payment has been received in full. Late payments will not be accepted. Payments will not be accepted on the day of the visit. No refunds will be made under any circumstances. Visits that were paid for and not completed will not be refunded. Any paid visit fees will not be transferred to future visits, except in special circumstances (outlined below).

If the Visiting Party has any outstanding fees due to ABC, including, but not limited to, any fees associated with requested court appearances or subpoena responses, the Visiting

Party will be required to pay those fees prior to booking their next visitation. A visit will not be scheduled until all outstanding fees are paid in full. An invoice will be emailed to the Visiting Party to process payment. Refunds will not be issued for visits; however, in some cases (illness of the child, COVID, etc.) a credit may be issued to the Visiting Party's account to apply to a future visit. Allowance of credits of any kind shall be at the discretion of the Program Director.

An annual renewal fee of \$40.00 will be assessed to the Visiting Party at the first visit of each year following the year they registered. Visiting Parties that register in December will not be subject to an annual fee the following month, but it will apply to the following months beginning in January.

If the Visiting Party has not scheduled or attended a visit within three months of the date of registration or within a three-month period of time while registered with ABC, the Visiting Party will be placed on Inactive Status for an additional three months. In order to be removed from Inactive Status, the Visiting Party must pay a \$40.00 Inactive Status fee.

If the Visiting Party does not attend a visit during a six-month period of time or discloses to ABC that the Visiting Party will no longer be utilizing ABC services, the party will be removed from the system and the file will be archived. In order for visits to resume, the Visiting Party will be required to re-register and pay a \$100.00 re-registration fee. Both parties will be required to complete the intake form and update all documentation and information. The Program Director, at his/her discretion, may require the parties to attend an intake orientation. Following a period of 3 months of being archived, the Residential Party will be refunded the remaining balance of their deposit.

If a Visiting Party is currently on probation, parole, or out on bond, a copy of the conditions must be provided to ABC's office before visits will be scheduled.

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 either the District Attorney's office or Judge presiding over the case.

All participants and guests are subject to all rules and regulations established by ABC.

***Note: ABC is not a party to any lawsuit involving the Visiting Party and/or Residential Party and/or Child. If the ABC Monitored Visitation Program is unable to provide services in accordance with a Court Order, it is the participant's responsibility to request a modification of any existing Court Order such as to allow the provision of services.***

Access Builds Children has the right to deny services to a family if a party's participation poses a clear and present danger to themselves or others, demonstrates behaviors that indicate the individual may create regular conflict, or violates this contract in any manner. This will be determined at the discretion of the Visit Manager or Program Director.

## II. **POLICIES AND PROCEDURES**

Visitation schedules will be established within the capacity and limitations of ABC and the Oscar Johnson Jr Community Center facility with the intention of meeting the needs of the participants.

The parties' visit time will be designated by ABC in accordance with the language in the court order or a time otherwise designated by ABC.

### **A. MULTI-FAMILY VISITATION:**

**The standard visit schedule for our multi-family visits is as follows (as of June 2024): The Saturdays following the 1st, 2nd, 3rd, 4th, and 5th Friday of each month from 8:00 AM to 12:00 PM.** This schedule is subject to change reflecting the availability of Oscar Johnson Jr. Community Center (where multi-family visits take place). Participants will be notified in writing of any changes to the Visitation schedule (i.e. cancellations of visits, additions of new visits, etc.). Parties are to abide by their court ordered visitation, but may participate in other weekend visits if both parties provide written agreement to ABC to participate in a visit not outlined in the court order.

**Visiting Parties are to confirm whether or not they will be exercising their right to visitation by 5:00 PM the WEDNESDAY prior to the weekend visit.** To book a visit, Visiting Parties can reserve their spot on the website ([www.accessbuildschildren.com](http://www.accessbuildschildren.com)). Visiting Parties are required to pay for the Visitation at the time of booking using their assigned code. It is a Visiting Parties' responsibility to ensure they have entered the proper information at time of payment; ABC is not responsible for any errors in payment. To ensure quality recordkeeping by ABC Monitors, there is a standard limit of 20 open spots for Visiting Parties available per visit. If sufficient staff are able to work a visit, more spaces may be added accordingly. If a visit is full, the Visiting Party will have to wait until the next scheduled ABC Visit to exercise a period of visitation (exception: waitlist, as outlined on page 5).

If Visiting Parties choose to request a guest, they must submit **a guest request form by 5:00 PM the TUESDAY prior to the weekend visit. Guests must be blood relatives or stepparents/siblings only; no friends.** The fee to bring a guest is \$25 per person. All

guest requests will be approved or denied by 5PM the WEDNESDAY prior to the visit.

No guests will be permitted if a guest request has not been submitted and approved. No refunds will be given for denied guest requests. Payment alone does not constitute approval of visitation or guests if prior conditions are not fulfilled. If guests cannot come after the request and payment has been received, no refunds will be given. Residential parents do not have authorization to deny guests (except for guests expressly prohibited from visiting as outlined in the court order).

All Residential Parties are given access to a visit roster with their unique visit ID to inform them of their visit status. **Residential Parties must confirm their attendance by 5PM the THURSDAY prior to the weekend visit.** If the Residential Party does not confirm their status and does not bring the child(ren) to the scheduled visit, a no show fee will be assessed to the Residential Party for the amount of the standard Multi-Family Visit fee. If the Residential Party does not respond to the message and does bring the child(ren) to the scheduled visit, a \$50.00 fee will be assessed to the Residential Party. If the Residential Party confirms the visit after 5PM the Thursday prior to a Saturday visit, a \$50.00 fee will be assessed to the Residential Party.

**Note: Any registered sex offenders must submit to one-on-one (private) visits and are not eligible to participate in multifamily visits.**

The Residential Party (Residential Party) or the Residential Party's designee is required to arrive no earlier than the scheduled time the visit is to begin or end (this is for safety of both parties and to ensure no contact is made between the Residential Party and Visiting Party). Multi-Family Group Visitation begins at 8:00 AM and ends at 12:00 PM. Neither the Residential Party nor the Residential Party's designee is allowed to remain on the premises, remain in the parking lot, or remain on the streets bordering either location during the visitation period or prior to the time the visit is scheduled to begin and end. The Residential Party or the Residential Party's designee will drop off and pick up the subject child(ren) in the car line and immediately leave the location. A fine will be assessed to the Residential Party for non-compliance if the above rules are not followed.

Note: A \$75.00 late fee is assessed if drop off or pick up is more than 15 minutes past the beginning and ending of the visit as per our Fee Schedule. **If the Visiting Party calls with a valid reason (at the discretion of the Visit Manager or Program Director) for being late, ABC will request that the Residential Party wait 15 minutes after the scheduled time of the visit for the Visiting Party to arrive. A late fee will, however, still be assessed to the Visiting Party if the Visiting Party is late.**

The Visiting Party is required to arrive 30 – 45 minutes prior to the time that the multi-family visit is scheduled to begin. It is extremely important that arrival times are staggered in order to avoid contact between the Residential Party and Visiting Party. Visiting Parties can begin arriving at the morning multi-family group visitation at 7:15 AM. Visiting Parties **must** call before 7:45 am if they are running late for the Program Director to determine if they may participate in the visit. At the end of the visit, the Visiting Party will remain in the visitation area until all children have left the premises or otherwise when released to leave by ABC staff. This is to ensure all Residential Parties have left the premises before Visiting Parties are allowed to leave. If the Visiting Party is being dropped off and/or picked up by someone else, this person cannot remain on the premises, remain in the parking lot, or remain on the streets bordering either location during the visitation period or prior to the time the visit is scheduled to begin and end. Additionally, this person cannot come into the building at the end of visitation. The Visiting Party will be released at the Visiting Party's designated time (usually between 12:30 pm and 12:45pm) to go out to his/her vehicle and/or ride.

Note: If the Visiting Party has not signed in by 7:45 am and has not called with a valid reason for being late, the visit will be documented as a No Call/No Show and will not take place. The Visiting Party will be required to pay the invoiced No Call/No Show fee before another visit can be booked. If the Visiting Party calls with a valid reason (to be determined at the discretion of the Visit Manager) for being late, we may allow the Visiting Party to arrive **no later than 8:00 AM**. All arrivals after 7:45 am will be subject to the \$75.00 Late Arrival fee.

**\*\*Waitlist:** if a Visiting Parent attempts to sign up for a visit **before** the Wednesday deadline, and the visit is full, the Visiting Parent may contact ABC to ask to be waitlisted. If a space opens up, ABC will contact Visiting Parents, in order of waitlist requests received, to sign up for the visit. Tickets will still be first come, first served. Further, if spaces open up *after* Wednesday at 5pm and *before* Friday at noon, and if the Residential Parent agrees, a waitlisted Visiting Parent may sign up for a Saturday visit.

## **B. PRIVATE/OFF-SITE VISITATION SCHEDULE:**

Private/Off-site visits may be scheduled contingent upon availability and at the discretion of the Program Director.

ABC maintains the right to have uniformed security present at the expense of the Visiting Party for private visits if the Program Director deems it necessary.

The Residential Party or the Residential Party's designee is required to arrive no earlier

than the scheduled time the visit is to begin or end. Neither the Residential Party nor the Residential Party's designee is allowed to remain on the premises, remain in the parking lot, or remain on the streets bordering either location during the visitation period or prior to the time the visit is scheduled to begin and end. The Residential Party or the Residential Party's designee will drop off and pick up the subject child(ren) and immediately leave the location. A fine will be assessed to the Residential Party for non-compliance.

Note: A \$50.00 late fee is assessed if drop off or pick up is more than 15 minutes past the beginning and ending of the visit as per our Fee Schedule. **If the Visiting Party calls with a valid reason (determined by the Visit Manager or Program Director) for being late, ABC will request that the Residential Party wait 15 minutes after the scheduled time of the visit for the Visiting Party to arrive. A late fee will, however, still be assessed to the Visiting Party if the Visiting Party is late.**

The Visiting Party is required to arrive 30 minutes prior to the scheduled time the visitation is scheduled to begin. The Visiting Party will remain in the visitation area until the child(ren) and Residential Party have left the premises or when released to leave by ABC staff. If the Visiting Party is being dropped off and/or picked up by someone else, this person cannot remain on the premises, remain in the parking lot, or remain on the streets bordering either location during the visitation period or prior to the time the visit is scheduled to begin and end. Additionally, this person cannot come into the building at the end of visitation. The Visiting Party will be released at their designated time to go out to his/her vehicle and/or ride.

Private/Off-site visits cannot be conducted until both parties have signed the Private/Off-site Visit Contract.

***Note: If the Visiting Party has not signed in by the scheduled time or has not called with a valid reason for being late, the visit will be documented as a No Call/No Show and will not take place. The Visiting Party will be required to pay the invoiced No Call/No Show fee. If the Visiting Party calls with a valid reason (to be determined at the discretion of the Visit Manager) for being late, we may but are not obligated to allow the Visiting Party to arrive no later than 15 minutes past the scheduled start time.***

### **C. VIRTUAL VISITATIONS:**

Virtual Visits lasting One (1) Hour are offered via Zoom and may be scheduled contingent upon our availability and the availability of the Residential Party. Virtual Visits may be requested for any day between the hours of 9am and 6pm. A Virtual Visit will only be

scheduled if there is a staff member available to monitor and the Residential Party consents to the requested time and day.

The Visiting Party may submit a request with payment online for a Virtual Visit. The request must be made a minimum of 4 days in advance of the requested date. Virtual Visits cannot occur on the day of the Multi-Family Visitation or during the same week as the Multi-Family Visitation. The ABC week starts on Mondays. Therefore, a Visiting Party may attend a Virtual Visit the Sunday prior to the Visit and attend the Multi-Family Visitation that upcoming Saturday, but a Visiting Party may NOT attend a Virtual Visit the Monday prior to the Visit and attend the Multi-Family Visitation that upcoming Saturday because in that instance the Virtual Visit would occur during the same week as the Multi-Family Visitation.

Any Virtual Visit requests that are submitted outside of working hours will be handled at the start of the next working day. Requests made after hours on Friday will be viewed and handled on the immediately following Monday morning. Guest requests are due the same day a Visiting Party submits the Virtual Visit request; any guest requests received on a different day than the Virtual Visit request will be denied. No refunds will be issued for denied Guest Requests. There is a limit of one (1) guest per Virtual Visit, and guests must either be present in the room with the Visiting Party or log on at the same time as the Visiting Party. Late arrivals will not be admitted.

All participants in virtual visits shall have a window of 15 minutes to log on for the Virtual Visitation. The Residential Party will be admitted first, followed by the Visiting Party and then guest, if applicable. The Residential Party will not be allowed to remain in the same room the call is taking place. The Visiting Party cannot have unapproved people in the same room as him/her when on the call. If an ABC Monitor suspects there are unauthorized parties on the call, the ABC Monitor will immediately end the call. An ABC Monitor will be present for the call and may have his/her audio and video turned off. The monitor will message the Visiting Party to inform the Visiting Party of the remaining time for the visit. Chats are monitored by ABC and any attempts to send private messages to the child(ren) will result in immediate suspension of Virtual Visit services with no exceptions.

Late arrival will NOT extend the Virtual Visitation slot. The Virtual Visit will end at the scheduled end time regardless when any party has logged on. Both parties must be in a secure and private location. Any violations will result in a suspension of services and an appropriate fee. If a Visiting Party fails to appear for a Virtual Visit, the Visiting Party will be invoiced a No Show Fee and visits of any kind will be suspended until the fee is paid.

Both parties must be in a location with stable internet connection. ABC is not responsible for the quality of any virtual visit.

No refunds or credits will be issued for incomplete or canceled Virtual Visits.

**D. ADDITIONAL RULES/REGULATIONS/PROCEDURES**  
**APPLICABLE TO ALL VISITATION PERIODS:**

All Visiting Parties are required to pay the visitation fee when booking. The visitation fee can be paid online via credit card. All Visiting Parties are responsible for entering the appropriate code to pay for visits in accordance with the applicable income bracket. Refunds will **not** be given if a Visiting Party for not entering his/her code correctly. No refunds or credits will be offered. No cash or checks are accepted. No visit will take place without payment.

Upon arrival at the scheduled visitation, cell phones, car keys, and other prohibited items are to be relinquished to the Visit Manager. If cell phone usage is observed during a visit, immediate termination of visit and/or termination of future visits will occur.

No Visiting Party will be allowed to leave the building or return to his/her vehicle once the visit has begun. Visiting Parties are encouraged and instructed to ensure they have items they will need with them at least 15 minutes before the visit start time.

Photographs may be taken at the visitation by a member of the ABC staff for the Visiting Party only. Photos are for private use only and may not be posted to social media sites or apps including but not limited to Facebook, Twitter, TikTok, or Instagram. If it is determined that the Visiting Party has posted photos from a visit onto any social media site such as the ones mentioned above, a fine will be assessed and there may be a suspension of services.

All participants and guests of ABC are subject to a full search of all belongings brought into the facility for the visit. Being searched includes, but is not limited to, physically emptying out all items brought into the visit, emptying pockets, removing belts, removing shoes, removing hats, being wanded with the security wand, and being patted down. Anyone refusing a search of their person or belongings will be required to leave the visit immediately and the visit will be terminated. Any prohibited items found during the visit will result in immediate termination of the visit and prohibited items will be given to the Program Director or manager in charge of the visit. Prohibited items will be dealt with at the discretion of the Program Directors and/or manager for the visit.



Certain otherwise prohibited items or categories of items may be permitted at the discretion of the Program Director or manager in charge of the visit (e.g. scissors for activities), but any such items must remain in possession of ABC Staff until the end of the visit. Any refusal to comply with these terms will result in termination of the visit. **If a visit is terminated, the visit fee will not be refunded or transferred.**

Some common items which are prohibited at any in-person visitation include but are not limited to the following:

- Electronic devices (iPads, iPods, tablets, DVD players, smart watches, Nintendo DS, laptops, etc.).
- Homemade or home cooked food or drinks or drink containers such as yetis, tumblers, etc.. Food allowances/terms are as follows:

Store Bought and PrePackaged Food may be permissible; however, ABC shall have the right to examine any such food items and if there exists any indication that packaging has been tampered with, the item will not be allowed. Further, ABC staff maintains the right upon examination of items brought to the facility to disallow participants from bringing certain foods or drinks to the visit at ABC's discretion.\*

*\*Please note that the kitchen has an accessible microwave, stove, oven, refrigerator, and freezer. For foods that require heating or preparation in the kitchen, Visiting Parties must clean up after themselves and remove remaining food from the refrigerator at the end of the visit. Failure to do so will result in a loss of kitchen privileges. Please also note that ABC does not provide cooking utensils, pots, pans, cooking sheets, plates, or eating utensils. If certain food items are allowed, Visiting Parties must supply all necessary items to be used in the kitchen.*

*Please also note that, in the case of a child having food allergies, Residential Parents are responsible for sending appropriate medication (including, but not limited to, Epipens and/or Benedryl) and must give*

standing permission for the Visiting Parent to administer said medication. ABC staff cannot administer medication or give medical treatment. ABC will provide a smaller room if the parent feels this would afford a more controlled space. Access to smaller rooms will depend on availability; and additional charges may apply. Further, ABC cannot and does not guarantee an allergen free environment and makes no representations regarding the existence or non-existence of allergens in any portion of the visiting space.

- Live animals of any kind with the exception of service animals. Proper documentation must be provided to the Program Director for service animals prior to the visit. If the animal causes a disturbance, as outlined by ADA regulations, the visit may be terminated, and the animal will not be allowed to return.
- Cigarettes, vapes, smoking, or tobacco use of any kind is expressly prohibited anywhere on the ABC premises. Any Visiting Party observed violating this policy will be fined and may have the visit canceled.
- Audio/visual recording equipment or cameras of any kind. Any exchange or viewing of photos not previously taken at the ABC visit must have prior approval by the Visit Manager.
- Weapons (knives of any kind, scissors, etc.) or anything that can be used as a weapon. The right to carry a concealed weapon is denied while participating in any group or private visitation and is strictly enforced.
- Drones or hoverboards.
- Lighters or gas tanks, air or otherwise.
- Human remains (e.g. ashes); however, mementos or other items that serve to honor the memory of the deceased may be permitted.
- Bicycles, however, scooters, and rollerblades are permitted if the proper safety gear is worn and the child is supervised by the parent at all times.
- Medication of any kind with or for the Visiting Party, any Guest, and/or any child with the following exceptions: If the Visiting Party, a Guest, and/or any child is prescribed medication that is absolutely necessary to take during the duration of the visit, any such medicine must be brought in the appropriate prescription bottle to be placed in a clear plastic bag with the original prescription packaging clearly indicating the name of the patient to whom it is prescribed (that being the Visiting Party, Guest, or child), and include required dosing information. The name of the party to whom the medicine is prescribed should also be written on the outside of

the plastic bag in which the prescription container is placed. If the Visiting Party, a Guest, or a child is wanting or needing to take an over the counter medication during a visit, that medication must also be brought to the visit in a clear plastic bag with the name of the party who is anticipated to take that medicine (that being the Visiting Party, Guest, or Child) written on the outside of the plastic bag. Any such medication shall be administered as needed according to the directions on the container. The Program Directors or Visit Manager will hold all medication during the duration of the visitation. Please see Page 9 and 10 for rules regarding medication for allergic reactions.

For any and all other items brought into the visit by a Visiting Party, Guest or for a Child, the Program Director or Visit Manager has the right to examine any such items and to determine what is prohibited during a visit at the full discretion of the Program Director or Visit Manager. Any item deemed prohibited will be taken and held by the Program Director or Visit Manager for the duration of the visit.

The Visiting Party is required to bring interactive activities and games which encourage participation during the visitation. Many Visiting Parents choose to bring a wagon or cart in order to transport visit activities into the facility at one time rather than having to make multiple vehicle trips. Note: All activities and games shall be removed from the premises by the Visiting Parent at the end of the visit.

Playpens, blankets, and other special needs items for infants and toddlers are the responsibility of the Visiting Party. If the Residential Party would prefer to pack these items, and a valid reason for the Residential Party to do so, this information must be communicated to the Program Director and the Program Director shall determine whether this will be allowed.

Gifts for the child(ren) are allowed on special occasions such as holidays, birthdays, and on the first visit with ABC. They should be moderate, reasonable in number and size, age appropriate and must be taken from the premises by the child (to be taken home by the child) at the end of the visit. No money is to be given to the child(ren) unless prior approval is received from the ABC Program Director or the Visit Manager.

***Note: If the Visiting Party is intending to bring gifts of any kind, the Visiting Party must notify the Program Directors a minimum of 2 days prior to the visit of the intent to bring gifts and to identify the nature and quantity of gifts. ABC reserves the right to prohibit gift giving if it is deemed inappropriate or excessive. Neither ABC nor Oscar Johnson, Jr. Community Center is responsible for any lost or damaged items.***

## **E. REGULATIONS REGARDING GUESTS**

As set forth above, a Visiting Party is allowed to bring guests to a visit after the Visiting Party has fully completed four (4) visits. Any and all guests must be approved by ABC. Guests who are not approved will not be admitted to the visit. **Guest Requests must be made online via the ABC website.** Notifications regarding guest participation which are provided verbally, via text, email, and/or phone call shall not be accepted.

### **Guest Regulations:**

- Visits are only intended to be scheduled for the Visiting Party or persons otherwise named in the court order; however, after the Visiting Party completes four visits, the Visiting Party may submit a Guest Request on ABC's website for review to allow up to but not exceeding three (3) guests to attend a visit.
- The guest(s) requested cannot be any person named in a court order as someone who is enjoined from being around the children.
- The guest(s) must be related by blood to the child(ren) or be step-siblings or step-parents of the child(ren). A person with whom the Visiting Party is in a relationship (dating or otherwise) or with whom the Visiting Party is living does not qualify as a guest. If it is determined that a guest has been brought to a visit who is not the legal spouse of the Visiting Party, a fine will be assessed, visits will be suspended for a period of time to be determined at the discretion of the Program Director or Visit Manager, and the person in question will be permanently banned from attending future visitations.
- The Visiting Party must submit a request form each time the Visiting Party requests a guest/guests to attend a visit regardless even if the requested person(s) has been a guest at a prior visit. Prior approval of a person as a guest does not guarantee approval at future visitations.
- Guests are subject to the same Policies and Procedures as Visiting Parties, and a guest's failure to comply will result in termination of visiting privileges for the guest(s) and possible suspension of privileges of the Visiting Party. The Visiting Party will be held responsible for any fees incurred by the guest.
- The Visiting Party shall pay a fee of \$25.00 per guest, and a maximum of 3 guests are allowed per Visiting Party per visit; however, children under the age of 2 are exempt from the fee, and do not count toward the guest total.
- ABC staff will review all guest requests, determine if the guest(s) will be allowed to attend the visit, and will notify the Visiting Party prior to the scheduled visit if the guest(s) request has been approved or denied.

- **All guest requests are due by 5:00 PM the TUESDAY prior to a weekend visit.** Any requests made after the deadline will be denied and a refund will not be issued.
- If the guest request is approved and the guest(s) does not attend the visit, the Visiting Party is still responsible and required to pay the guest fee for each guest that was approved and scheduled to attend the visit.
- If the Visiting Party cancels a visit or does not appear for a scheduled visit, the Visiting Party will be responsible and required to pay the guest fee for each guest approved and scheduled to attend the visit along with the no-show fee/cancellation fee for the Visiting Party's failure to attend.
- The Residential Party is NOT notified when guests are requested or approved to attend a visit by the Visiting Party. If the Residential Party wishes to be notified of guests, a formal request must be made to the Program Director identifying valid concerns regarding any named guest which would warrant such notification. Residential Parties do not have the right to deny guest requests unless court paperwork identifies the requested guest as a person prohibited from attending visitations or being near the child.

**All guests approved by Program Directors must adhere to ABC's Policies and Procedures. Failure to do so would result in denied access to future visits.**

#### **F. SUPERVISION OF VISITS**

ABC monitors and supervisors observe and document visits. Reports regarding the same are released by subpoena if a subpoena is received from a party's attorney accompanied by our Records Fee (please refer to our Fee Schedule) and a form Business Records Affidavit. If a Visiting Party or Residential Party is Pro Se (not represented by an attorney), ABC requires proof of this status before releasing any documents to a Visiting Party or Residential Party. Records will be released within 20 business days from the day the Records Fee is received. Any requests seeking the production of records in fewer than 20 business days shall be subject to additional fees as set forth below, and in that instance, ABC does not guarantee the ability to satisfy the request in less than 20 days.

ABC keeps records (including, but not limited to, Personal Identifiable Information, such as, but not limited to, identification [driver's licenses, passports, etc], court orders, proof of income, etc) that are identified as strictly necessary for program access. This information is securely and carefully managed; accessed only by the records custodian and reasonably protected. Personal Identifiable Information is not shared within or outside of ABC to any unauthorized persons. Personal Identifiable Information may be maintained by ABC in digital or physical form.

ABC records are kept for a minimum of 5 years and a maximum of 7 years after the minor involved in said records has reached the age of 18.

All ABC personnel are screened to ensure personnel have no financial interest which would conflict in any manner with ABC, and all ABC personnel are hired on a fair and open competition basis.

Parties attending visits must be able to be seen and heard by ABC personnel at all times. No Visiting Party or guest may accompany a child to the restroom without a monitor, and accompanying a child to the restroom will only be allowed if the child requires assistance with toileting.

Visiting Parties and guests may not speak to children in a low whisper or secretively as monitors must be able to hear all conversations clearly. This includes passing of notes, which is not allowed. Refusal to abide by these rules will result in visit termination and/or suspension of future visits.

All Visiting Parties must engage in conversations in English unless specifically approved by ABC. If the Visiting Parties do not speak English, this information must be provided to ABC at the time the party signs up for visitation so that ABC may seek to accommodate. In that regard, if a bilingual monitor who speaks the same language as the Visiting Parties is available, ABC may assign that monitor and approve Visiting Parties speaking in a language other than English. However, if Visiting Parties do not speak English, and ABC is unable to provide a bilingual monitor, the visit must be canceled and a make-up visit will be offered at a time when a bilingual monitor can be provided.

If a child discloses any form of abuse during a visit or if a monitor or visit manager observes any physical signs indicating abuse, a call to Child Protective Services (CPS) will be made.

#### **G. BEHAVIOR OF PARTICIPATING PARTIES**

There is to be NO CONTACT between Visiting Parties and Residential Parties, or guests and Residential Parties while on the Oscar Johnson Jr. Community Center property. Visiting Parties and guests will not be allowed near any windows during drop-off or pick-up. If a Visiting Party or guest is observed violating this policy in any manner, the visit may be terminated, and the Visiting Party may be subject to suspension of future visits. If the Residential Party violates this policy in any manner, the Residential Party may be subject to monetary sanctions. Violations, if any, will be noted in the parties' file, and there

will be no exceptions to this policy.

All parties are responsible for providing ABC timely written notice of any change in address, email, or phone number, or any change in the identity of the attorney retained for that party. All parties are also responsible for providing ABC timely written notice of any legal issues or changes to orders which are relevant to the ABC visits. Timely notice means notice no more than 5 days following the date of any change, or following the date a party is made aware of any legal issue or change to relevant orders. Written notice should be provided to ABC via email.

No participating party will be allowed visitation if that party's behavior compromises a safe and conflict-free environment. Threatening, aggressive, or argumentative behavior of any nature directed toward children, staff, and/or other participants or guests will result in immediate termination of the visit, a suspension of future visits, and may result in the filing of a police report. All participating parties must conduct themselves in a manner that clearly demonstrates that the well-being of the child(ren) is the highest priority. ABC personnel, including the program director, visit manager, monitors and any other staff at ABC are not to be audio or visually recorded under any circumstances. Doing so will result in immediate termination of services.

Visiting Parties are expected to take care of and be responsible for their children 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 participants' visits, harm other people or property, or engage in other inappropriate behaviors, however, interactions between children and families during group visitation 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 of the visit, possible suspension of future visits, and/or a report to CPS within the discretion of the Program Director or Visit Manager.

If a child is inconsolable and efforts made by the Visiting Parent and/or ABC staff fail to calm the child, after 20 minutes the visit will be terminated and the Residential Parent will be contacted to pick up the child. If the inconsolable child has siblings participating in the visit, the visit will be terminated for all of the children, unless the other children wish to stay and the Residential Parent agrees to allow the visit to continue for the other children.

Monitoring is done to the absolute best of the ability of ABC staff. During any period of visitation, the following is expressly prohibited to take place in the presence of or within the hearing of your child(ren):

- (a) inappropriate questioning of the child(ren);
- (b) derogatory comments about the opposing party, ABC staff or the ABC program;
- (c) cursing or using foul language in the presence of the child or staff;
- (d) whispering or using low tones such that the monitor cannot hear what is being said;
- (e) providing false hope or making promises to the children that may not be able to be kept;
- (f) discussing litigation and/or court (whether directed at the children or in the presence of the children);
- (g) asking questions about where the children are living, going to school, or with whom they are living;
- (h) making statements about unsupervised visits or the desire for or possibility of unsupervised visits;
- (i) making any other statements or engaging in any other behavior the monitor may interpret as negative and inappropriate.

All conversations should be neutral and directed by each child's interest and not the adults' interest or concerns. If a child has a question regarding the family situation, please redirect the question and notify a monitor so that the monitor can assist in addressing any questions the child may have.

If drug or alcohol use by the Visiting Party or Guest prior to or during a visit is suspected, the visit will be immediately terminated. Failure to stay awake will be considered the result of drug or alcohol use and the visit will be terminated if the parent is unable to stay awake after **2** warnings. ABC has the right to request that any Visiting Party submit to an alcohol or drug test prior to resuming visitation if visits are suspended because of suspected drug or alcohol use. Failure to comply with the request may result in termination of visits and any further use of our services. Suspected drug or alcohol use by a Guest may, at the discretion of the visit manager and/or Program Director) may result in suspension of any visiting privileges for that guest in the future.

A child will not be released to a Residential Party or a Residential Party's designee if the use of drugs or alcohol by the Residential Party or designee is suspected. If drug or alcohol use is suspected, the Residential Party will be required to arrange for someone to come to the visit site to retrieve the child and Residential Party or designee. Thereafter, the Residential Party may make arrangements for another person to retrieve any vehicle left behind at the visit site, or may return at a later time to retrieve the vehicle. If the Residential Party or any designee of the Residential Party refuses to follow these requirements, law enforcement and/or CPS will be called, the file will be noted



accordingly, and all attorneys involved in the case will be notified on the next business day.

Participating parties (including guests) are not to discuss any past, current, or anticipated litigation (including any civil, family law, or criminal cases), the other party to any lawsuit, or anything inappropriate during the exchange of their children or during the duration of the visitation.

ABC 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.

Notes, gifts, money, etc. to be given to one party from another party will not be allowed to be passed through or delivered through any child(ren) or given to the Visit Manager or monitors. Items may not be left in the lobby, in the parking lot, or near vehicles, etc. Participants are to make arrangements for such item exchanges with the help of attorneys or third parties not connected with the ABC program. ABC and Oscar Johnson Jr Community Center are not responsible for any items left on the premises after a visit.

No clothing with inappropriate language, symbols, and/or pictures will be allowed. Clothing must be tasteful and appropriate for the monitored visit. Inappropriately low-cut, short and/or tight clothing is not acceptable.

Residential Parties, Visiting Parties, designees, and guests will treat all staff of Access Builds Children with respect and will not argue with staff, use inappropriate language, or make disparaging remarks or comments to staff or other participants in the program.

ABC personnel have the right to determine what constitutes appropriate and/or inappropriate behaviors or conversations between any participating parties and children or in the presence of children and the right to determine what constitutes appropriate and/or inappropriate clothing or items brought by any party into the facility and these determinations are at the sole discretion of ABC personnel.

For most policy violations, a Visiting Party will first be issued a formal warning. Upon a second offense, a Visiting Party will be issued a suspension, the length of such suspension to be a minimum of 3 months with increasing time based upon the severity and nature of the offense, all at the sole discretion of ABC. Upon a third offense, a Visiting Party will be issued a second suspension, the length of such suspension to be a minimum of 6 months with increasing time based upon the severity and nature of offense, all at the

sole discretion of ABC. Any further offense by a Visiting Party will result in expulsion from the program and termination of all services. If, however, an offense is determined by ABC to be of sufficient severity, ABC may, at its sole discretion, forgo any formal warning and issue a suspension of all services instead. ABC maintains sole and full discretion regarding these matters.

#### **H. CANCELLATION AND NO-SHOW POLICY**

Formal cancellation of a visit can be made 24 hours a day, 7 days a week by texting the office number, (936) 203-8297, or emailing the ABC email at [info@accessbuildschildren.com](mailto:info@accessbuildschildren.com). **Visit cancellations should be made no later than 5:00 pm the Thursday prior to the Saturday visit and no less than 48 hours prior to a private scheduled visit.** Calls after 5:00 pm on Thursday for multi-family visits or less than 48 hours for private visits will result in a late cancellation fee of \$50.00, this fee to be assessed to the canceling party. Visitation fees will not be refunded.

- In the case of an emergency, parties are responsible for contacting the Visit Manager at least one hour prior to the scheduled visit with proof of cancellation or a \$50.00 fee will be assessed.
- In the event a child is sick, and the visit needs to be canceled, a doctor's note is required in order to waive the \$50.00 cancellation fee for the Residential Party.

A No Call / No Show fee equal to the amount of the rate for a Multi Family Visit will be assessed to the Residential Party or Visiting Party who does not provide proper notice of cancellation and is a no show for the scheduled visit. Fees are due before the commencement of the next scheduled visit.

If the Residential Party does not bring the child(ren) to the visit with proper cancellation notice, or is late in bringing the child(ren) to the visit, then the Residential Party must pay the fees listed in the signed Fee Schedule. Fees will be deducted from the penalty deposit balance. In the event the deposit balance is not sufficient to cover the fee, any fees due shall be paid at the time of that visit or before the next scheduled visit. ***Note: For the protection of the parties, ABC requires written proof of any reason provided for a visit being canceled. If proper documentation is provided regarding a child's illness, no fee will be assessed, and if proper documentation is provided regarding any other valid reason, ABC, within its discretion, may choose not to assess the fee for cancellation or late arrival. Note: to reduce/avoid contagion spread, we ask that all participants be fever-free for 24 hours prior to participating in a visit.***

ABC staff do not have the authority or right to give any party permission for a visit to be missed or canceled. The reason for any missed or canceled visit must be documented.

If the Residential Party and the Visiting Party mutually agree on the cancellation of a visit with ABC, or agree upon a visit at a location other than ABC, proper and timely written notification must be given to ABC by both parties.

Failure to provide ABC timely written notice that a visit is being canceled will result in a No Call/ No Show fee being assessed in an amount equal to the Multi Family Visit fee, said fee to be assessed to the party failing to provide notification. This fee is due prior to the commencement of the next scheduled visit.

If a family will no longer be utilizing the services of the ABC Program, ABC requests that one or both parties notify ABC within three (3) business days of that determination by calling the ABC office or sending an email. ABC is not a party to litigation involving the parties; therefore, the court does not notify ABC of hearings or changes in visitation arrangements. A No Call/No Show Fee will be assessed and continue to be assessed to both parties until proper notification of termination is provided to the office.

#### **I. OTHER FEES**

Observation reports and visit summaries can be requested by a party's attorney by subpoena. Record requests can be made with an electronic subpoena served at least 20 days prior to the noted due date. If any party desires an ABC representative to appear in court, the party and/or his/her attorney shall arrange for the personal service of a subpoena upon the appropriate ABC personnel no later than 10 days prior to an expected hearing/trial date. The identification of personnel for testimony and coordination of personal service should be arranged and confirmed in advance in communication with ABC via telephone or email. The party requesting records and/or appearance shall be responsible for all fees associated with ABC's response to the subpoena. Fees for these matters are outlined in ABC's website under the Visitation tab in the section identified as "ABC Fees" and are provided below:

Subpoena For Records (Served At Least 20 Days Prior to Requested Due Date):	\$200
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Expedited Subpoena for Records (Served Less than 20 Days Prior to Requested Due Date):	\$300
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Subpoena for Court Appearance (served

At Least 10 Days Prior to Court Appearance -  
**Personal Service Required):**

\$400 (includes up to 4 hours of court appearance time and 1 hour of preparation time.) An additional \$50 is charged for each hour in excess of 4 hours of appearance time and an Additional \$50 per hour of travel may be charged if personnel must travel outside of Montgomery County, Texas for appearance at Court.

Expedited Subpoena for Court Appearance  
(Served Less Than 10 Days Prior to Appearance  
Date - **Personal Service Required):**

\$600 (includes up to 4 hours of court appearance time and 1 hour of preparation time. An additional \$50 is charged for each hour in excess of 4 hours of appearance time).

All fees must be paid in advance with service of the subpoena. The witness fee required with subpoena is a separate payment and is not deducted from the above-noted amounts. All invoices for the above-noted fees shall be directed to the requesting party's attorney for immediate payment. If ABC is caused to respond to a subpoena, and payment has not been received, then in that instance, any future periods of visitation through ABC may be suspended until all overdue fees are paid by the party requesting the same.

III.  
**SIGNED ACKNOWLEDGEMENT (REQUIRED FOR PARTICIPATION)**

I, the undersigned party, fully understand and acknowledge each of the following:

I understand that Access Builds Children is **not a mental health facility and does not provide mental health services.**

I understand that Access Builds Children is a nonprofit organization that provides supervised visitations to families in circumstances in which supervised visitation through Access Builds Children has been ordered by a court and/or agreed by the parties.

I understand that **the process of supervised visitation undertaken through ABC is not confidential**, and that periodic reports may be sent to the attorneys and possibly the court regarding ABC's compliance and regarding matters related to the visitation at ABC.

I understand that ABC does not provide legal services or legal advice, that any legal concerns I may have should be addressed with an attorney of my choosing, and that ABC personnel will not provide any legal advice.

I understand that ABC cannot control what circumstances that caused supervised visitations to be implemented and cannot control any events or circumstances occurring outside of the scope of the provided visitations.

I understand that ABC cannot force any party to attend a visit or to appear to present a child for a visit. I understand that the consequences of failures to appear or to present a child for a visit must be addressed with an attorney of my choosing and/or with the Court which issued the order for supervised visitation.

I understand that ABC is committed to adhere to the Federal Fair Housing law by providing equal professional service without regard to the race, color, religion, gender (sex), disability (handicap), familial status, national origin, sexual orientation, or gender identity of any prospective client, customer, or of the residents of any community.

I understand that any conditions of the "Agreement to Participate" and any of

ABC's policies, procedures, rules, and/or regulations are subject to modification from time to time by and at the sole discretion of the ABC Program Director and/or the ABC Board of Directors with or without notice to the parties, and upon receipt of any such modifications, and I also agree to adhere to any modified or additional policies, procedures, rules, and/or regulations, and as a condition of continued participation in the ABC program, I agree to execute updated agreements including modified or additional terms as and if requested by ABC.

I understand these policies, procedures, rules, and/or regulations may be amended in order to accommodate special circumstances and/or court orders.

I understand that visits will not proceed until both the Visiting Party and Residential Party have completed all steps of the registration process.

I understand that all fees due to ABC as set forth in this agreement and set forth in the ABC website at [www.accessbuildschidren.com](http://www.accessbuildschidren.com), must be paid in full in order for visitation to begin and to continue.

I acknowledge that except for the Residential Party Refundable Deposit, the balance of which will be refunded upon cessation of ABC Visitation services, and as may be otherwise provided in this agreement, no refunds or credits will be given for any payments made to the ABC program.

**I understand that any violations of the terms and conditions of this agreement will be documented in a report and filed in my chart with ABC. Additionally, in the event of a violation, attorneys for any participating party may be contacted and informed of violation or of any other issues arising regarding visitation. As set forth in this agreement, violations of the terms and conditions of this agreement may result in the suspension of one or more visits or termination of all services. Violations may also result in parties being required to attend individual and/or group services for educational purposes prior to being allowed any further periods of visitation through ABC. Additionally, fines may be assessed according to ABC's fee schedule to any party who violates the terms and conditions of this agreement. The determination of the type and duration of any penalty (including suspended visitation) assessed for a violation of the terms and conditions of this agreement shall be solely within the discretion of the Program Director and/or the Visit Manager.**

I understand that my child(ren) will be participants in the ABC supervised visitation program and all activities associated with this program, and I hereby give my consent for my child(ren) to participate.

I further hereby and for all purposes release the ABC Program, all ABC staff and personnel, and all paid employees of the ABC Program, ABC's Board of Directors, the assigned facility at which visits shall take place (currently the Oscar Johnson, Jr. Community Center), the security officers at the center, all visit monitors, and all volunteers with the ABC program against any and all claims of liability arising out of or related to my participation, my guest(s)' participation, and/or my child(ren)'s participation in the ABC program(s).

**My signature below indicates I have read and understood each of the terms, conditions, policies, procedures, regulations, and rules set forth above, and I agree to abide by all said terms, conditions, policies, procedures, regulations, and rules as stated in this document.**

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Signature

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Printed Name

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RESIDENTIAL PARENT

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VISITING PARENT

NAME(S) OF CHILD(REN):

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