

Return Non-custodial Registration Packet with information listed below

Copy of valid driver's license
Full copy of the court order
License Plate Number, Make, Model, Year and Color of vehicle
Parole documentation – copy of probation conditions must be provided (if applicable)
Criminal History
Texas Law Concerning Child Access
Legal Advocate Disclosure
Zero Tolerance Drug Policy
Registration Fee

There is a non-refundable registration fee of \$125 per party. Once AHSV receives the court order and it is reviewed, it will be determined which party will be required to pay for registration fees.

Note: registration payment is good for only 90 days - date of expiration will be on the payment receipt given to you at time of initial payment. You will be required to make registration payment after expiration date and present all required documents again.

Both parties must contact AHSV and schedule an Intake Interview to enroll in our services. AHSV staff will NOT contact the other party to schedule an Intake Interview.

All required documentation and fees from both parties must be submitted before the registration process is considered complete.

Site for group visits are selected by determining shortest travel time for child, unless non-custodial party uses public transportation. Executive Director will make decision on distance to help accommodate both parties.

You may return the documents by fax or email (**PDF ONLY**). When all documents have been returned to the office with registration payment by both parties, you will receive a **Welcome Packet** with all information needed to proceed with visitation.

If services do not begin, the registration paperwork will remain on file for 6-months. After 6-months, paperwork and fees will have to be completed again to start services.

All visits are carefully documented, as are visit cancellations as well as reasons. AHSV will try to accommodate school, activity and schedules of children, work schedule or illness of the parties with a make-up visit (see agreement).

Please make sure all documents are signed to prevent any delays in processing.

Angel's Harbor Supervised Visitation, Inc.

P. O. Box 88172, Houston, Texas 77288
Office: 281-501-2067 Fax: 1-281-781-2288
Email: info@angelsharborvisits.org
Website: www.angelsharborvisits.org

NON-CUSTODIAL COVER SHEET

CHILD(REN) Name : _____

Name: _____ E-mail: _____

Address: _____ Apt. # _____

City: _____ State: _____ Zip code: _____

Cell No: _____ Secondary No: _____

Employer: _____ Work No: _____

D. O. B.: _____

D. L.#: _____ State: _____ Expiration Date: _____

Ethnicity: White ___ Black ___ Hispanic ___ Native American ___ Asian/Pacific Islander ___ Unknown ___ Other ___

ATTORNEY INFORMATION

Name: _____ Phone: _____

Address: _____ E-mail: _____

AUTOMOBILE INFORMATION

Make: _____ Model: _____

Color: _____ License Plate #: _____

Year of Auto: _____

Parent/Guardian Signature: _____ Date: _____

FAMILY CODES

Child Name: _____ Cause No: _____

Please give information presented in court that resulted in the requirement of supervised visits. Also, please provide any other information that may be helpful for us to serve you and your family.

- AA - ALCOHOL ABUSE
- CPS - CHILDREN PROTECTIVE SERVICES-ON GOING INVESTIGATION
- DA - DRUG ABUSE
- DV - DOMESTIC VIOLENCE
- FR - FLIGHT RISK
- FV - FAMILY VIOLENCE
- INC - INCARCERATION
- IV - INCONSISTENT VISITS
- LC - LIVING CONDITION
- MUTUAL - BOTH PARTIES AGREE TO BE IN PROGRAM
- MH - MENTAL HEALTH
- NEG - NEGLECT
- PS - PARENTING SKILLS
- R - REUNIFICATION
- PAC - PHYSICAL ABUSE OF CHILD BY _____ Year: _____
- PAAC - PHYSICAL ABUSE OF ANOTHER CHILD BY _____ Year: _____
- SAC - SEXUAL ABUSE OF CHILD BY _____ Year: _____
- SAAC - SEXUAL ABUSE OF ANOTHER CHILD BY _____ Year: _____
- PO – PROTECTIVE ORDER _____ Year: _____

Staff Initials: _____

Date: _____

MONITORED EXCHANGE AGREEMENT TO PARTICIPATE - NON-CUSTODIAL

This agreement has been prepared for you so that you know our policies and what to expect as you begin services with us. These policies have been developed with the aim of creating a safe and healthy environment and will be reviewed with you at intake. Please initial each page and sign on the last page, indicating that you have read, understand, and agree to abide by each provision and had an opportunity to ask questions about the content. A copy of this agreement will be provided to you at Intake.

Please review the following agreement carefully as you will be responsible for your actions.

PARTICIPATION BEHAVIOR 1-23

1. ____ **Make-up/Rescheduled visit:** If visit must be made up, the make-up visit will be scheduled at supervisor's availability. Failure to agree to cooperate with the policy will result in letters to attorneys/court and/or suspension or termination pending court. AHSV is not responsible for tracking missed visitation dates.
2. ____ **Medication:** Exchange supervisors will NOT administer medication to a child. Explicit instructions for administering medication should be provided in writing and this information will be given to the non-custodial party with the medication. The medicine should be sent home with the child at the return exchange
3. ____ **Gifts/Notes:** Any gifts considered inappropriate will be grounds for immediate suspension/termination. Notes, gifts, child support payments, money, mail, cards, etc. between parties will not be allowed to be passed through the child(ren) or any AHSV staff. Participants are to arrange for the exchange of such items with the help of their attorney or a third party not connected with AHSV program.
4. ____ **Examination:** Bodily examinations cannot/will not be performed on a child during a visit. AHSV is not an investigative service and does not physically inspect children. Only obvious injuries or child-initiated reports may be noted and/or documented. As required by law, if the child discloses any form of abuse, or if any physical signs of abuse are observed, the Exchange Coordinator will place a call to Child Protective Services (CPS) immediately.
5. ____ **Visit Supervisor:** Supervisors and monitors observe and document the periods of exchange and behaviors of all participants during the exchange period.
6. ____ **Subpoena/Records:** No documents can leave the office without a subpoena. We will always uphold a subpoena. Business records affidavit certifies records are correct. Visitation records are released upon service of a subpoena only. A fee of \$2.00 per page is assessed and a \$15.00 service charge (if out of state there is a \$25.00 service charge) to the party/attorney requesting copies. Testimony offered by AHSV employees is available at \$100.00 per hour and \$50.00 travel fee in the Houston area only. A subpoena requesting testimony requires a non-refundable deposit of \$200.00.
7. ____ **Visitation Site:** The AHSV selects the visitation site based on the proximity of the child. Exceptions considered if non-custodial uses public transportation to arrive at visits.
8. ____ **Child Abuse:** If a child discloses abuse or if physical signs of abuse is observed, a report will be made to the Texas Department of Family & Protective Services in accordance with the Texas Family Code. Supervisors will follow the direction given by Child Protective Services.
9. ____ **Language:** All participants must speak English during participation in the AHSV program or must provide a translator at non-custodial expense.
10. ____ **Therapist/Counselor:** The agreement provides a release to discuss the child with any therapist/counselor involved in the case. If a therapist/counselor identifies problems resulting from visitation, AHSV will 1) suspend visits pending court review; 2) suspend visits for a period not to exceed 3 months while the child continues counseling; or 3) require non-custodial to see a counselor as well.
11. ____ **Guest:** who arrives with the non-custodial party must come inside the exchange area and not wait in the vehicle during drop-off or pick-up of the child/ren.

12. ____ **Change of visitation:** Determination of which supervised visitation is best for the child is at the discretion of Angel's Harbor Supervised Visitation Executive Director.
13. ____ **Emails:** emails should not exceed over 10-emails a day or there will be a \$5.00 fee assessed to each email thereafter.
14. ____ **Summons:** Parties are restricted from summoning law enforcement, making police reports, or having papers served to another party on AHSV property of visitations.
15. ____ **Clothing:** No clothing with inappropriate language, symbols and/or pictures will be allowed into the visitation site. Clothing must be appropriate for a visit with your child. Clothing should not be tight, revealing, or too short. Hygiene is necessary.
16. ____ **Probation:** If a parent is currently on probation, a copy of the Conditions of Probation must be provided to the AHSV Program before exchanges can begin.
17. ____ **Violation of Policy:** The AHSV has the right to deny services to a family if a party's participation poses a clear and present danger to parties or other as well as himself/herself. (This determination is made by the Exchange Coordinator, Executive Director or Program Director).
20. ____ **Alcohol/Drug Use:** No child will be released to any party who appears to be under the influence of alcohol, drugs, and/or appears to be suffering from emotional distress. If you are suspected to be under the influence or appear to be in emotional distress, the Exchange Coordinator has the power to deny an exchange at any time. You will be asked to call someone to pick you up for your own safety. If you refuse, law enforcement will be called and given a description of your vehicle. Future exchanges may be terminated pending a court hearing.
21. ____ **Child Abduction:** The office staff and Exchange Coordinator will take statements or implied statement regarding child snatching, kidnapping, or abduction seriously and all incidents will be documented, and the proper officials will be notified. Future exchanges will be terminated pending a court hearing.
22. ____ **Privacy:** Steps will be taken to ensure the privacy of both parents. Neither parent should inquire as to the personal information about the other party.
23. ____ **Contact Information:** Parties are responsible for providing the office updated contact information. If the staff is unable to contact a party, a \$5.00 fee will be charged for each returned mail item.

CANCELLATION AND NO-SHOW POLICY 1-4

1. ____ **Proper Cancellation:** Cancellation of a visit must be made during office hours by noon on Wednesday before a scheduled exchange by calling the main office at 281-501-2067. Contact after 12:00pm (noon) on Wednesday will be considered "late cancellation" and will result in a \$60.00 No-Show fee and must be paid before future visits can be scheduled. Cancellations made after Wednesday arising from an emergency may be exempt from a cancellation fee. Documentation must be provided to AHSV and will be reviewed on a case-by-case basis. In case of an emergency the day of a visit, calls should be made to site supervisor no later than 7:00am prior to visit start time to avoid No-Show fee. Site supervisor cell phone number is located on visitation schedule. Do not call the site supervisor cell number except on visitation date or parties will be charged a \$10.00 fee per call/text.
2. ____ **Mutual Cancellation:** If the parties mutually agree on the cancellation of an exchange, notification to the AHSV office must be given by both parties. Failure to do so will result in the assessment of the \$60.00 No-Show fee being assessed to one or both parties.
3. ____ **Improper Cancellation:** No-Show is defined as improper cancellation of a visit or failure to show up for a visit. In case of a "No-show" by either party, that party will owe a No-Show fee of \$60.00. Failure to give timely notice for a scheduled exchange is considered a "No-Show" and the party responsible will be assessed a \$60.00 No-Show fee. Payment of this fee should be received in the office immediately or exchange will not take place until fee is paid.

4. _____ **Missed Exchanges:** The AHSV does not give permission for an exchange to be missed; reasons for missed exchanges are documented. Make-up exchanges may be scheduled with the consent of the other party and the availability of an exchange supervisor. Either party cancelling visit must give reason.

FEE POLICY 1-5

1. _____ A non-refundable registration fee of \$125.00 will be assessed to each party at initial registration and annually thereafter unless otherwise ordered by the court. **Note:** registration payment is good for only 90 days - date of expiration will be on the payment receipt given to you at time of initial registration payment. You will be required to make registration payment after expiration date and present all required documents again.

2. _____ **Fee for Service:** A Monitored Exchange fee of \$35.00 is collected per drop-off and pick-up. If entire fee is not paid, a \$10.00 late fee will be collected each exchange until current. Payment is accepted by cash app with an additional % fee (pending amount) Zelle or cash only. A receipt will be issued at the time of your payment. Personal checks are not accepted. Fees are subject to change without notice.

3. _____ All exchange fees of \$35.00 per drop-off and pick-up are to be paid by the non-custodial unless court order states otherwise. The fee is due at the time of each exchange and must be paid in cash (**Exact Cash**). If exchanges must be scheduled at a special site to accommodate one or both parties, an exchange rate of \$50.00 will be assessed and each party will have to pay their own fees. Failure to pay exchange fees may result in the termination of services. Any payment issues should be directed to the office prior to the exchange.

4. _____ If a child is not picked up within 15-minutes of the end of a visit, the custodial or their designee will be charged a \$10.00 late fee for the first 15-minute period they are late and a \$1.00 late fee each additional minute thereafter. (**NO EXCEPTIONS**).

5. _____ A \$60.00 will be assessed to one or both parties failing to give timely and proper notification of a canceled exchange. Proper notification must be given two (2) business days prior to the exchange; emergencies will be considered on a case-by-case basis. (This includes on-site refusal of an exchange).

GUIDELINES 1-14

1. _____ I understand the Agreement to Participate does not supersede any Court ordered access. Any conflict arising between the Agreement to Participate and the Court-order will mean that the Court Order controls. Monitored Exchange schedules will be scheduled in accordance with the Court Order, subject to the boundaries and limitation to meet the needs of participants. If parties do not agree to visitation as set forth by AHSV, it is their responsibility to petition the Court for clarification or revision. (Most exchange schedules are based on the Standard Possession Order (SPO) of 1st, 3rd, and 5th Friday of each month beginning at 6:00 p. m. and returning at 6:00 p. m. on Sunday and for specific holidays and extended periods of possession as stipulated in the court order. In the event an exchange is scheduled during the week exchanges will be done at 6:00 p. m. and returned by 8:00 p. m. (Most 2-hour visits). If AHSV is unable to provide services under precise terms of the court order, it is the participant's responsibility to request the court to modify the order in the absence of a mutual agreement.

2. _____ It is party's responsibility to notify and remind the AHSV Coordinator regarding extended visitation, school holiday's, birthday visits, or any change in the schedule other than the Standard Possession Order. Notification must be given to the office, two (2) weeks in advance. The AHSV Program is NOT responsible if an exchange is to occur outside of AHSV and notification is not given to the staff two (2) weeks in advance.

3. _____ A school calendar should be provided to the office.

4. _____ The Monitored Exchanged Program Coordinator will choose the exchange site considering the convenience of the child and the availability of supervisors.

5. _____ No party will be allowed if his/her behavior compromises a safe and stress-free environment. Threatening, aggressive or argumentative behavior with child, staff or other participants of any nature will

result in immediate termination of visits and may result in the filing of a police report. All parties must conduct themselves in a manner that clearly demonstrates the well-being of the child (ren) is the highest priority.

AHSV staff has the right to **determine appropriate and/or inappropriate behaviors** and conversations between parties and the children, or in front of the child. Continued infractions may result in the termination or the current visitation, suspension of one or more visits, or termination of AHSV services for failure to comply.

6. ____ All **weapons** (including pocketknives, scissors, fingernail file, etc.) are prohibited at time of exchange. The right to carry any weapon, open carry or concealed, is denied while participating in the group, private or exchange visitation and is enforced. Violation of this policy will result in termination of visitation and dismissal from the Angel's Harbor Supervised Visitation Program and will not be allowed back into the program. Non-custodial and their guest will be screened before entering the facility.

7. ____ Non-custodial must watch, interact and be **responsible for their children's behavior**. Parents must set limits and redirect inappropriate behavior without the use of physical force. Children may not interfere with another family's visits, harm others, destroy property or engage in inappropriate behaviors.

8. ____ Supervisors will not **discuss a party's case**, concerns or complaints during or immediately after a visit or monitored exchange. Only questions relating to the well-being of the child during a visit will be allowed. Any questions or information must be directed to the office during business hours or to your attorney.

9. ____ I understand that information gathered during visit supervision, phone conversation, email or verbally may be **released pursuant** to a subpoena to attorney's therapist, courts or other pertinent agency involved in my case.

10. ____ Both parties are **responsible to keep AHSV informed of court dates** and modification in visitation made by the court. A copy of the modification order must be provided to AHSV as soon as possible after orders are finalized/approved.

11. ____ All conditions of this Agreement to Participate are subject to **modification** by AHSV Program, with or without notification to the parties.

12. ____ If you wish to have **concerns, events or comments documented for our file**, you may put these in writing, and AHSV will make sure it goes in your file. Staff will not document anything they did not witness firsthand.

13. ____ AHSV reserves the right to limit subsequent visits to the **length of time necessary for child**, increasing the length over time, if the child (ren) need additional time to adjust. This determination will be made by the Executive Director.

14. ____ I understand the AHSV Program is not a party to the suit, is not ordered to provide services, and reserve the right to terminate services for violations of the policies and procedures set forth by the AHSV Program. The determination is at the discretion of AHSV Executive Director, including visitation site supervisor.

15. ____ If non-custodial is **suspected of intoxication** due to active drug or alcohol use, the visit will be immediately terminated. AHSV may require the non-custodial to provide a copy of a hair or blood test to resume visits. Future visits may be suspended pending the results of such test. The non-custodial will be required to call someone to pick them up. If non-custodial refuses to follow these requirements, law enforcement will be called, and all attorneys involved in the case will be notified immediately.

16. ____ A child will NOT be released if custodial or designee appears to be **under the influence of drugs, alcohol**, or appears to be emotionally unstable. An alternate pick-up will need to be called. If custodial refused to follow the requirements, law enforcement will be contacted, provided with vehicle and driver's license information, and all attorneys involved in the case will be notified immediately.

"For any parent suspected of active drug or alcohol use that leaves the site, law enforcement will be contacted, provided with vehicle and parent's driver's license information".

17. ____ Visitation will not be suspended or terminated when **child support** is in arrears.

18. ____ If either party/family will no longer be **utilizing services** of the AHSV program, each party should provide notification to the main office. The AHSV program is not a party to the suit, therefore the court does not notify the Program of hearings or changes in visitation arrangements. A No-Show fee will be assessed to both parties until proper notification of termination is provided to the office.
19. ____ Harris County **bail bonds prohibit contact** with victims or witnesses in a criminal case. There will be no visits in these cases unless special provisions are secured from the District Attorney's office.
20. ____ For the **safety of all parties**, AHSV prohibits contact between the custodial and non-custodial party during arrival and departure. Arrival and departure times are set up for the protection of all parties. There is to be **NO CONTACT**. This includes physical and visible contact. Any violation of this policy or attempts by either party to see or have contact with the other party during visitation may result in suspension of visits or termination of service.
21. ____ In order to assure "No-Contact" between the parties, specific arrival and departure time will be provided to both parties after the completion of registration. IT IS IMPERATIVE BOTH PARTIES COMPLY WITH THESE TIMES.
22. ____ AHSV Staff has the right to **determine appropriate and/or inappropriate** behavior and conversation between parties and the child (ren) or in front of the child (ren). Continued infractions may result in the termination of the current visitation, suspension of one or more visits or termination of AHSV services pending court hearing.
23. ____ If non-custodial is currently on **probation**, a copy of probation conditions must be provided to AHSV before visits will be scheduled.
24. ____ Visit **discussions between both non-custodial and child** should focus on the present to avoid pressure and/or disappointment for the child.
25. ____ The **supervisor's responsibility is the safety of the children**. If the supervisor is forced to make a decision that is not specifically stated in the "Agreement to Participate" for the protection of the parties, the parties are to abide by the decision and direct any problems to the AHSV office the following business day. Failure to follow the rules will result in immediate termination of the visit and/or future visits.
26. ____ Visits offered is the **opportunity for the parties to interact with their children** in a positive and enjoyable environment. Conversations should be natural and directed by the child's interest, not the adults. If you child has a question about the family situation, a supervisor will help in addressing any questions the child may have.
27. ____ If the **non-custodial acquires two consecutive** "No-Show" or have exchanges in such a way to constitute irregular participation, the AHSV Program Director may suspend exchanges or terminate services pending a Court review.
26. ____ If the **custodial acquires two (2) consecutive** or No-Shows or has irregular participation, a letter may be filed with the court and sent to both attorneys. If a child participates in extra activities, the custodial party must provide the child's activity schedule to the office.
27. ____ The non-custodial party is required to arrive **15 minutes prior to the designated time for the exchange and wait inside the designated facility**. 15 minutes after the custodial party has left the facility, the non-custodial party will be allowed to leave. (For example: for a 6:00 p. m. Exchange, the Non-Custodial party will arrive between 5:45 and depart by 6:15 p. m.) unless court documents state otherwise. If the non-custodial is not present 15-minutes prior to visit start time and has not contacted the supervisor of their tardiness, the visit will be cancelled. The custodial and child will not have the option to wait and must leave the premises at once.
28. ____ The **custodial party is required to arrive** no earlier than the designated time to the exchange and is required to leave the premises IMMEDIATELY following the drop-off of the child. (For Example, the custodial party arrives promptly at 6:00 pm, signs in the child, and leaves immediately).

29. ____ If the **non-custodial is not present at the time** the child arrives and has not called to advise supervisor they are running late; the custodial party will leave the premises and there will be no exchange. The custodial party cannot wait at the site. The non-custodial party will be assessed the \$60.00 No-Show fee.

30. ____ If the **custodial does not arrive within 15 minutes** for scheduled return exchange and has not contacted AHSV Exchange Coordinator to advise they are running late; the Exchange Coordinator will release the child back to the non-custodial party and an exchange will be rescheduled as soon as possible. Reschedule exchange fees will be assessed to the custodial party.

31. ____ A report to **law enforcement and/or to the Family Criminal Law Division of the District Attorney's office** may be filed, and/or written notification provided if a non-custodial fails to surrender child at the end of the exchange as ordered by the Court. The AHSV Director and/or AHSV Coordinator has the authority to determine the necessary action taken.

32. ____ If the **Exchange Coordinator is not present** at the facility or the exchange; neither party should approach the other for any reason. Immediately call the Coordinator or the main office to advise you of steps to be taken. You will be asked to follow instructions accordingly for the protection of all parties.

33. ____ Any **items/bags being** exchange with the child will be checked by the supervisor. Toys, clothes, medicine, or other items a child brings to an exchange, should be returned with the child at the following exchange.

34. ____ Each party is responsible for providing a **proper car seat** for the child as set forth in the Texas State Law. If state law is violated, the Exchange Coordinator has the authority to withhold the child and no exchange will take place.

35. ____ **No alcohol, illegal substances, and/or pets are allowed on exchange premises.**

36. ____ In **signing this document**, I acknowledge that I have read, understand and agree with AHSV policies and I agree to pay the fees listed in accordance with the schedule and requirements as stated. All conditions of this Agreement to Participate are subject to modification of the AHSV Program, with or without notification to parties. I understand rules are subject to change at the discretion of AHSV Program or to accommodate special circumstances or court orders.

I HAVE READ AND UNDERSTAND THESE POLICIES AND AGREE TO COMPLY WITH ALL PROVISIONS.

You must understand, ordered COURT VISITATION is not a suggestion it is an ORDER.

Print name: _____

Date: _____

Signature: _____

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

CONSENT TO PERFORM CRIMINAL HISTORY/BACKGROUND CHECK

FILE NAME: _____ **Date:** _____

Last Name: _____ First Name: _____ Middle Initial: _____

Maiden or other names used other than reflected on birth record: _____

Address: _____ Apt #: _____

City: _____ County: _____ State: _____ Zip: _____

Date of Birth: _____ Social Security Number: _____ Race: _____

DL # _____

(Note: to be used for criminal history checks only, and not for disclosure to other parties).

I, _____ am enrolling for services of the Angel's Harbor Supervised Visitation and have been advised that as part of the application process, AHSV conducts a criminal history background check. AHSV has informed me that I have the right to review and challenge any negative information that would adversely impact my participation in the Angel's Harbor Supervised Visitation. I have been informed that I will have a reasonable opportunity to clear up any mistaken information reported within a reasonable time frame established within the sole discretion of the AHSV.

My responses to the following questions about my criminal history (if any).

1. ___ Yes ___ No Have you ever been arrested, convicted, or plead guilty before a court for any federal, state or municipal criminal offense?

If yes, provide details below...

State: _____ County: _____ Date of Offense: _____

Details of Arrest, Charge, or Conviction: _____

2. ___ Yes ___ No Have you ever received deferred adjudication or similar disposition for any federal, state or municipal criminal offense.

If yes, please provide details below...

State: _____ County: _____ Date of Offense: _____

Details of Arrest, Charge, or Conviction: _____

3. ___ Yes ___ No Have you ever received probation or community supervision for any federal, state or municipal offenses.

If yes, please provide details below...

State: _____ County: _____ Date of Offense: _____

Detail of Arrest, Charge, or Conviction: _____

Applicant Signature: _____ Date: _____

Background check done by: _____ **Date:** _____

Frequently asked questions that come up regarding visitation

Can a parent refuse visitation if child support is not paid? No, child support and visitation do not go together. Neither a parent nor a court can refuse to allow visitation solely on the issue of non-payment of child support. After orders are issued on child support and access, the custodial party can be held in contempt of court for refusing to allow access. It is hoped that if it is necessary to cancel a visit, the custodial party will be agreeable to making up the missed access period. AHSV tries to work with families to accommodate child participation in church, school, or special activities by offering make-up visits. A private visit may be a great option. Custodial parents may be expected to pay the cost of a private visit, especially if cancellations are excessive.

When can my child decide which parent to live with?

In Texas, a child’s decision cannot be the sole factor in determining which parent the child lives with. However, once the child reaches the age of 12, and upon motion, the court can consider the child’s wishes as to whom he/she wishes to live with.

What if one of the parents tries to move out of state?

It is always important to try and maintain a stable & safe environment for the kids and the judge will try to maintain that stable and safe environment. Typically, counties will use a standing order that prohibits the parties from taking the children out of state, or your attorney can help you get a Temporary Restraining Order that will prevent the party from moving out of state. If you already have orders in your case regarding possession and access to your children, you can still file a Temporary Order to keep the other party from moving out of state. It is possible to limit the children’s residence to the state of Texas, the current county and/or contiguous counties.

PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT OF THIS INFORMATION

Signed: _____

Date: _____

LEGAL ADVOCATE DISCLOSURE STATEMENT

Child (ren) Name: _____

I, _____, understand that the staff at Angel's Harbor Supervised Visitation Program, including staff of Group Visitation, Private Visitation and Monitored Exchange Programs, are not attorney's and that they cannot and will not represent me in any legal matter.

I further understand that any information regarding legal procedures is not legal advice and does not substitute for the advice of an attorney.

My signature below indicates that I understand the above statement. I further acknowledge that I received a copy of this disclosure statement.

My signature below indicates that I understand the above statement. I further acknowledge that I received a copy of this disclosure statement.

Print: _____

Date: _____

Signature: _____

ZERO TOLERANCE DRUG POLICY IN A SUPERVISED SETTING

PARTICIPANT DRUG POLICY ACKNOWLEDGMENT

Child(ren)'s Last Name: _____

Location: _____

I understand that the Angel's Harbor Supervised Visitation Program have a Zero Tolerance Drug Policy and the participants in the Angel's Harbor Program are made aware of this policy as it is set out in the Agreement to Participate.

The Angel's Harbor Program drug and alcohol policy provides that if drug or alcohol use prior to a visit is suspected that the visit will be terminated immediately. Angel's Harbor Supervised Visitation has the right and will require any party suspected of consuming drugs or alcohol prior to a visit to submit to a drug screening test either by hair or blood sample within three (3) hours of the time the party arriving to visit or meet a child.

This policy applies if for any reason the staff or supervisor of the Angel's Harbor Program suspect that a party visiting a child in any setting, whether the party is visiting a child in a group setting, a privately supervised visit, a custodial party picking up a child from the Angel's Harbor Supervised Visitation Program or a party participating in the exchange of children for visitation, has consumed or used drugs or alcohol prior to arriving at Angel's Harbor Program location.

Under no circumstances will a child be released to a custodial party if the use of drugs or alcohol is suspected. The party will be required to arrange for a third person to come to the Angel's Harbor Program location (with valid Driver License) to pick up the child for the custodial party. The Party will be responsible for having someone pick up their vehicle or returning later to get their vehicle. If the party refuses to follow these requirements law enforcement will be called, and the attorneys involved in the case notified.

I understand that my refusal to submit to a drug or alcohol screening test or a positive test result will lead to my immediate termination from the Angel's Harbor Program and, that the Court will be notified of both the termination and the reason for the termination.

Print Name: _____

Signed: _____ CP / NCP Date: _____