

### **VISITATION GUIDELINES**

Hope for the Future, Inc. (HFTF) offers visitation rooms to provide a natural, safe, home-like environment where supervised family visits and bonding activities can take place, assuring the safety of the children. These visitation guidelines are not negotiable. You cannot use our visitation rooms if you do not follow them.

#### **SERVICES WE OFFER:**

1. Supervised Visitation - Level 1: Observational Supervision - Supervised by a child welfare professional (such as Child Welfare Specialists, Child Welfare Aids, CASA Volunteers, Therapists, Supervised Visitation Network (SVN) Supervising Monitors, or other professionals who serve in a supervisory role.
2. Supervised Visitation - Level 2: Trained foster family members to supervise interactive visits. Level 2 Supervised Visitation must be Court approved and arranged by the Child Welfare Specialist.
3. A special room for families to celebrate special holidays and birthdays
4. Trust Base Relational Intervention (TBRI) training – by our Executive Director
5. Cultural Awareness Training (as needed)
6. Free haircuts for male youth – once per month (by appointment only)

#### **HOURS OF OPERATION:**

Monday thru Friday	from 9:00 a.m. until 7:00 p.m.
Saturday by appointment only	from 9:00 a.m. until 5:00 p.m.
Holidays	We are closed on Thanksgiving and Christmas Please call to check if we are open on other holidays

If the Oklahoma Department of Human Services or Hope for the Future, Inc. is closed due to inclement weather, a message will be available when you call our office.

#### **GETTING STARTED:**

To begin services at Hope for the Future (HFTF), we will give the person arranging the first visit these Visitation Guidelines for family members to read and sign before the first visit. The person arranging the initial visit may email the document or bring it to the initial visit.

HFTF will attempt to provide visitation hours specified by a Court order. However, the time and number of hours for each family visit depend on the availability of visitation rooms and our operating hours.

The child welfare professional shall notify HFTF staff of any cancellation, preferably 24 hours before the scheduled visitation. If two scheduled visits are missed, future visits may be canceled. The child welfare professional must contact HFTF to reinstate services.

***Please place your initial at the end of each section and sign the last page of the document.***

## **SECTION 1: HOW VISITATIONS OCCUR**

Our Visitation Center has seven visitation rooms, a monitor room for family visit supervision, a conference room, a kitchenette, and a party room for special occasions.

The Courts or the child welfare professional must authorize all persons present during visitation. Family members visiting the child(ren) must arrive at HFTF no earlier than 30 minutes before the scheduled time. Family members should arrive 5 or 10 minutes before scheduled visits. If family members are 15 minutes late, the scheduled visit may be canceled.

Arriving early for the initial visit will allow the Executive Director or Staff to review and sign the Visitation Guidelines with family members and provide a brief tour. The child welfare professional or a family member will sign in on the Visitation log, and a Staff member will escort the family members to a visitation area before the child(ren) arrive.

All family members must remain in the room they are assigned to during the entire visit unless someone needs a restroom break. Child(ren) ***must always*** be accompanied by an adult when going to the restroom. Only child welfare professionals are authorized to discuss the case with Staff, cancel appointments, schedule appointments, or be present during the visitation.

### **CANCELLATIONS AND MISSED VISITATION**

The child welfare professional shall notify HFTF of any cancellation, preferably 24 hours before the scheduled visitation. If two scheduled visits are missed, future visits may be canceled. The child welfare professional must contact HFTF to reinstate services.

*I have read and I understand this section:* \_\_\_\_\_

## **SECTION 2: INTERACTIONS DURING THE VISITATIONS**

Child welfare professionals observe, assess, evaluate, and record the behaviors and interactions between the family and the child(ren). HFTF offers video and audio recordings in all visiting rooms to ensure family members' privacy. In addition, video recordings may be subpoenaed for court purposes.

Family members cannot video or audio record or take pictures during visitation unless authorized by the Court or the child welfare professional supervising the visit.

All conversations between the family members and the child(ren) must be audible to the person supervising the visitation. Unless the child welfare professional or a staff member understands the preferred language, the talks between the child(ren) and family members must be in English.

The use of cell phones or other communication devices is strictly prohibited during visits unless approved by the child welfare professional. **Discussion of the current legal situation or issues involving the Court with the child during visitation is not permitted.**

Family members are not to ask questions or discuss the family's situation with our Staff or volunteers.

All families must conduct themselves to demonstrate that the child(ren)'s well-being is the highest priority. Family members should interact with their child(ren) in a positive and supportive manner. Family conversations should be natural and directed toward the child(ren)'s interests.

Discussions should focus on the here and now rather than future possibilities. Saying things like "when you get to visit me at home", "when you get to see other family members or friends", "when this is all over...", or "we can go to Six Flags" is not appropriate.

To ensure the safety of the children, family members or the child welfare professional supervising the visits will always accompany child(ren). The child welfare professional and our Staff have the right to determine appropriate and inappropriate behaviors and conversations with the children. **Family members must comply without complaint, comment, or further explanation during the visit.**

Unless limited by the Court, family members may have appropriate contact with the child(ren). The family members are to ensure the child(ren) do not expose their genitalia or undergarments during the visitation. To ensure the safety of the children, family members are **NOT** allowed to escort the child(ren) to the restroom or change diapers without being in the presence of the child welfare professional. Older children may go independently with a child welfare professional or staff member waiting outside the door.

Family members must set limits and appropriately discipline when needed. Family members are responsible for controlling their child(ren)'s behavior during visits. For example, do NOT allow the child(ren) to climb or jump on furniture, operate equipment, or run in and out of the visiting room. However, **physical discipline of any type (spanking, "swatting," pinching, or any other kind of corporal punishment) is NOT allowed.**

Any communication or behavior that is emotionally or physically threatening to the child **will not be allowed.** **Profanity will not be permitted.** **Deroogatory comments or negative comments toward the other family members are not allowed.**

Children **CAN NOT** be allowed to **interfere with other visits, harm other people or property, or engage in other inappropriate behaviors.** In addition, family members must pick up toys, clean up after themselves, and throw away all trash from their visit before leaving.

Pets or other animals will not be allowed into the facility, except for animals assisting the disabled.

I have read and I understand this section: \_\_\_\_\_

### **SECTION 3. OTHER GUIDELINES**

HFTF can terminate individual sessions and suspend or cease future services for any reason deemed necessary, including:

- If ongoing contact appears too stressful or traumatic for the child
- Staff at HFTF determines it cannot effectively address safety issues involved in the visit
- A family member harasses or threatens staff, volunteers, or other families
- A family member fails to comply with these Visitation Guidelines

- All family members must dress in appropriate attire
- No smoking, illegal substances, or alcohol use is allowed at any time. In addition, any family member who appears to be under the influence is not permitted on the premises
- Weapons are not allowed except for security guards employed by HFTF or peace officers who are not current clients of HFTF. Weapons include, but are not limited to, guns, knives, tools, pepper spray, mace, explosives, fireworks, acids, toxic chemicals, or other similar objects.
- Attempting to contact Staff or volunteers outside the visitation is harassment. We will immediately stop your visits and possibly pursue criminal charges.
- Unless a Court has prohibited specific interactions or a licensed health professional provides written documentation regarding a potential emotional or psychological threat to a child from specific interactions, family member interactions with the child(ren) within the Visitation Guidelines are permitted.
- **According to Title 10A of the Oklahoma Statute (10A O.S. § 1-2-101), all persons having reason to believe that a child under 18 years of age is a victim of abuse or neglect are required to promptly report it to the Oklahoma Department of Human Services Hotline.**
- **If HFTF staff, volunteers, or a child welfare professional has reason to believe abuse or neglect has occurred during visitation, a report will be made to the OKDHS Abuse and Neglect Hotline at 1-800-522-3511. We will also contact the appropriate authorities if harassment, threats, or physical contact occurs during visitation.**
- If visitation services are terminated, family members cannot come to our office without the consent of the Executive Director. Violations will result in legal action.

I have read and I understand this section: \_\_\_\_\_

#### **SECTION 4: CONCERNS, QUESTIONS, AND COMPLAINT PROCEDURES:**

- Our Staff will answer any questions you have. Please carefully read these guidelines and ask any questions during your first visit.
- Concerns, questions, or complaints should be submitted in writing to the Executive Director.
- The Executive Director will respond by phone or in writing within 10-week days of receipt.

We serve many families every day. In some instances, there may be changes to routine operations to accommodate unusual or unforeseen events or needs that may or may not relate to your case.

Following these visitation guidelines and Staff is very important. If you disagree, the time to address questions and concerns is not during visitation.

I have read and I understand this section: \_\_\_\_\_

## **SECTION 5: PARTICIPANT WAIVER AND RELEASE:**

As a Child Welfare Professional, Family Member, or Volunteer ("Participants), I agree to participate in the services provided by Hope for the Future, Inc. (HFTF). If I am a Child Welfare Professional or Volunteer, I understand that I am not an employee of the HFTF and will receive no compensation or remuneration for my services nor be eligible for any employee benefits.

In exchange for being allowed to participate in HFTF's Services and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I freely, voluntarily, and without duress execute this Participant Waiver and Release and agree to the following terms:

1. Assumption of Risk. I am aware and understand that the HFTF's Services may be inherently dangerous and expose me to various foreseen and unforeseen hazards and risks. I acknowledge that I voluntarily participate in these Services and have considered those risks. I expressly and specifically assume such risks, including any and all risks of injury, harm, or loss that I may incur due to my participation in HFTF's Services.
2. Medical Treatment. I give consent and authority to HFTF to obtain medical treatment on my behalf if I am injured or require medical attention while at the Visitation Center. I understand and agree that I am solely responsible for all costs, such as medical treatment, transportation, or evacuation. I release, forever discharge, and hold harmless HFTF from any claim in connection with such treatment or other medical services.
3. Release and Waiver. I fully and forever release and discharge HFTF, its directors, employees, agents, volunteers, and other representatives ("Released Parties") from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity that may arise from my participation in HFTF's Services. I covenant not to make or bring any such claim or demand against the Released Parties and fully and forever release and discharge the Released Parties from liability under such claims or demands.

I UNDERSTAND THAT THIS PARTICIPANT WAIVER AND RELEASE DISCHARGES HFTF FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST HFTF WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM HFTF'S SERVICES, WHETHER CAUSED BY THE NEGLIGENCE OF HFTF OR OTHERWISE.

4. Indemnification. I agree to indemnify, defend, and hold harmless the Released Parties from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my negligence, recklessness, or willful misconduct in connection with my participation in the Services, arising out of any third-party claim.
5. Insurance. I understand that HFTF does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance of any nature in the event of my injury, illness, death, or damage to or loss of my property.

I also understand that HFTF does not provide workers' compensation insurance for participants. Accordingly, I expressly waive any claim for compensation or liability on the part of HFTF in the event of any injury or medical expense.

6. Photographic Release. I understand and agree that while using HFTF's services, I may be photographed and/or videotaped by HFTF for internal and/or promotional use. I grant and convey to HFTF all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the HFTF's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

Initial here if you **do not agree** to the Photographic Release \_\_\_\_\_

7. Miscellaneous. I agree that this Participant Waiver and Release represents the entire understanding between HFTF and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any Court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Participant Waiver and Release is binding on and inures to the benefit of HFTF and me; our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference and shall not define, modify, expand, or limit any of the terms of this Participant Waiver and Release.

8. Governing Law. All matters arising out of or relating to this Participant Waiver and Release shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction). Any claim or cause of action arising under this Participant Waiver and Release may be brought only in the federal and state courts located in Oklahoma, and I consent to the exclusive jurisdiction of such courts.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE VISITATION GUIDELINES AND AGREE TO FOLLOW THESE RULES. I AM AWARE THAT HFTF POLICIES CAN BE CHANGED OR MODIFIED ON A CASE-BY-CASE BASIS.

I UNDERSTAND THAT THE INFORMATION GATHERED DURING SUPERVISED VISITATIONS MAY BE RELEASED TO THE COURT AND OTHERS AUTHORIZED BY THE COURT TO HAVE SUCH INFORMATION. I UNDERSTAND THAT IF I DO NOT COMPLY WITH THESE RULES, THE VISITATION MAY BE SUSPENDED OR TERMINATED.

**I UNDERSTAND ALL OF THE TERMS OF PARTICIPANT WAIVER AND RELEASE, AND I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZATION.**

\_\_\_\_\_  
Family member (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Family member (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Child Welfare Specialist (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
CASA Volunteer (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Therapist (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other, Title (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date