## COMMUNITY OR CENTER PARENTING TIME / EXCHANGES/ZOOM CALLS AGREEMENT:

Supervised parenting time/exchanges can take place in the center or in the community. For community based: it can take place at the non-residential parents' home, in a public place, or another place that has been agreed upon by all the parties, other professionals and court officials or has been court ordered.

*** **and** *** (the Parties") agree to purchase Community or Center based Parenting Time Supervisor/Exchange/zoom services from A.C.F. who will provide an independent contractor, and to abide by the following provisions:

**1.Role of the Parenting Time/Exchange Supervisor:** A.C.F. Contractor will serve as a Parenting Time Supervisor to the Parties. The Parties understand that A.C.F. Contractor will **assist** them with facilitation of the supervised parenting time/exchanges, such as making sure transportation, a schedule and location are secured. A.C.F. Contractor will communicate with the referring agent, parent, attorneys, social worker, guardian ad litem, therapists regarding the best interest of the child, contents of court orders, and logistics of the parenting time, whether a report is needed, who should receive the reports and whether alcohol or chemical use monitoring services are required.
**PARENTS ARE REQUIRED TO AGREE ON PAYMENT OF FEES, TRANSPORTATION, AND LOCATION OF THE VISITS. IF THERE ARE ANY CHANGES TO THE AGREEMENT OF THE ABOVE-MENTIONED TOPICS THERE MUST BE CONFIRMATION FROM BOTH PARENTS TO ACF 48 HOURS BEFORE THE DAY AND TIME OF THE UPCOMING VISIT. IF THIS IS NOT DONE, ACF RESERVES THE RIGHT TO CANCEL THE VISIT OR DEFER BACK TO THE PREVIOUS PLANS.**
A.C.F. Contractor will **not** be a conduit for transferring personal property, personal notes/notebooks unless the notes are directly related to the child (ren). These notes will be subject to review by A.C.F. Contractor. A.C.F. Contractor will **not** provide therapeutic or evaluative services to you or offer you legal advice.
**2. Duration of Appointment:** A.C.F. Contractor's appointment does not begin until the signed agreement and intake form are returned, and payment has been made. A.C.F. Contractor's appointment will end when one or both parent(s) do not wish to continue receiving services or by court order/mediated agreement. A.C.F. Contractor may also end her/his appointment at her/his sole discretion or if any Party is not fully complying with this agreement, If an infraction of ACF policies is repeated or is so egregious termination is immediate. (Threatening or disrespectful behavior) or by court order. A.C.F. will provide written notification of termination of services.
**3. Decision Making:** The Parties understand that A.C.F. Contractor will **not** make any decisions that deter from the court order/agreement of the parties. Unless the parties, their attorney's or the court make or request changes to the parenting time access schedule. Any changes must be in writing and agreed to by both parties. If the court order specifies set days and times and those days and times do not work with A.C.F. Contractor current schedule, the days and times may be subject to change; providing both parties agree.
**4. Conduct during the Parenting Time/Exchange Process:** Before parenting time commences, a brief intake will occur; time and dates will be agreed upon and transportation will be resolved. Every effort must be made by all involved to plan ahead. Consistency is utmost importance for children. The issue of payment for services will also be addressed and resolved before parenting time commences. The Community Parenting Time Supervisor process will be conducted in the manner that A.C.F. Contractor believes will best and most quickly permit full understanding, discussion, and resolution to ensure quality parenting time/exchanges for the child (ren). A.C.F. Contractor may meet or communicate with the Parties together or separately, in person, by telephone or through electronic means, such as e-mail or text. All parties will be given a copy of the guidelines for conduct and will be expected to abide by them. In the absence of abiding by the guidelines the consequences contained in the guidelines document will be applied.
**5. Confidentiality:** No information provided to or obtained by A.C.F. Contractor is confidential except for communications and information received from children's therapists. Or in the cases that have OFP, DANCO, HNCO. Any information, received by any means may be shared with the other parent/party, Attorneys, and the Court, at the discretion of the Parenting Time Supervisor.
**A. Parties may not record or take pictures of any A.C.F. staff, with or without the knowledge of the A.C.F. supervisor. Videos and pictures may not be posted on social media. If this provision is violated, A.C.F. reserves the right to take legal action, and discontinue services.**
**B. ACF Center does have security cameras in each room, including the main area and the entrance of the center. These are for safety reasons. ACF will not release any footage without a subpoena.**
**6. Safe Harbor:** If the children are receiving mental health services, and the court requests that the Parenting Time Supervisor receives information from their mental health provider. In order to preserve the safety and confidentiality of children's therapeutic environment, it is essential that children feel free to speak openly with their therapist without fear of their statements being disclosed, so that the therapist's office may serve as a "safe harbor" for the child. Therefore, any information given to the Parenting Time Supervisor by any mental health provider for the children will be maintained as confidential. Any documents containing information provided by a mental health professional treating the children shall be kept in a file separate from the Parenting Time Supervisor file. Neither parent shall, nor will either parent permit his or her attorney to, subpoena the information contained in this separate file. Any party (or his or her attorney) who seeks to interrogate the Parenting Time Supervisor about or to subpoena the information in this separate file shall be liable for all attorney's fees and costs incurred to resist answering discovery requests or to quash a subpoena.

**7. Authorizations for Release of Information:** The Parties agree that they will sign whatever authorizations for release of information A.C.F. Contractor decides is necessary for her/him to fulfill her duties. **This is decided on a case by case basis and may not be necessary for every case**

**8. Cancellation Policy:** If you are unable to keep the scheduled parenting time/exchanges, you must notify our office 24 hours in advance. Cancellation by either party must occur 24 hours in advance of the start time of the visit or you will be charged $100.00 for the missed parenting time.

**A**. **On time policy:** If either parent is not present at the designated start time-they may either agree between both parents to add the time on to the end of the visit or forego the missed time. Should the parents decide to add the missed time to the back side of the visit. The parent that is paying is responsible to pay for the entire time the Supervisor is there. The parent that pays can collect the money from the other parent if they are not the parent that was late. If the time is added to the back side of the visit the rate will be $2.00 per minute. Time may be added if the servicing supervisor is available to add the time to the visit. If a parent is more than 15 minutes late the visit may be canceled, and the $100.00 late cancellation fee will apply.

**B**. If the Supervisor is late the parties can decide to add the time to the back side of the visit at no additional cost or the Supervisor will reduce the price of the visit by $2.00 per minute for the time the supervisor is late.

**9. Payment for Parenting Time/Exchange/Zoom Supervisor's Time:**

Payment for the visits/exchanges/zoom will be charged on a weekly or biweekly basis. **A.C.F. accepts cash/money order or cashier's check /credit or debit cards, PayPal or VENMO ONLY as forms of payment. There is an online payment portal that is available via our website. NO personal checks are accepted.** If payment falls behind due to the paying party, all services will be discontinued until payment is made in full. A service fee of 3% will be added to PayPal, Venmo, Credit/debit card payments.

**PLEASE CHECK ONE OF THE FOLLOWING THAT IS APPLICABLE TO YOUR CASE:**

- FEES WILL BE SPLIT 50/50 BETWEEN THE PARTIES _____
- FEES WILL BE PAID IN THERE ENTIRETY BY: _____
- INTAKE FEE WILL BE SPLIT 50/50 _____, VISIT FEES WILL BE PAID ENTIRELY BY:_____
- COURT ORDERS EACH PARENT TO PAY A PERCENTAGE. PARENT:_____ PAYS _____%,
- PARENT:_____, PAYS _____%
- .

**Fee for intake** is a flat 1-time rate of $70.00 per parent or $140.00 in total. This includes all phone calls, emails, or other correspondence required to **begin** supervised parenting time.

A. **Fee for excessive communication between visits and after the initial intake and set up that elicit a response from the supervisor** will be charged at a rate of $60.00/hour/$1.00/minute, (Including but not limited to excessive calls between visits, repetitive requests to send messages, or personal property).
B. **Fee for services** is charged from the start of travel time, for the duration of the visit, and ends at the conclusion of the visit. The fee rate is as follows:
   $75.00 per hour **with notes** for both community or center based services. .
   $80.00 per hour for any visit taking place on an actual Holiday. These Holidays are included: New Years Eve, New Years Day, Any religious holiday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, Christmas Day.
   **Travel Time: Time for travel is charged at a rate of $1.00 for every minute on the road TO THE LOCATION OF THE VISIT for Community based services. Center based services are not charged travel time of the Supervisor.**
   **Notes/Report** written notes will be generated for each visit.
   **Supervised Exchanges** take place at an agreed upon public place-$50.00 charge per exchange occurring 1x during the day-if there is to be 2 exchanges within the same day the charge $100.00 per day. $65.00 per exchange on Holiday's. and $130.00 for 2 exchanges on a holiday.
C. **Supervised phone calls or zoom calls:** These are charged at a rate of $60.00 per hour. If recording a zoom call is requested, it must be requested before the zoom calls start.
D. **All of the above listed fee schedule is applicable for each individual visit or exchange.**
E. **Late fees: A late fee of $2.00 per minute will be assessed for every minute that the visit does not end on the agreed upon ending time.**
F. **Cancelation Policy: If a visit needs to be canceled you must give our office 24 hours in advance. If the cancelation is less than 24 hours a charge of $100.00 will be charged.**

**10. Payment beyond regular hourly fees (for community setting only)** In the event that the visiting parent decides on an outing such as an amusement park, movie, dinner out, or any other activity that charges a fee or has an added cost, the visiting parent will pay for the Supervisors costs.

**11. Administrative Costs:** In the event that requests are made for faxing, mailing, affidavits, or copying, the costs incurred in these services will be transferred to the parties(s) required to pay for A.C.F. Contractor' services. This is applicable once the Supervised Parenting time has begun.

**12. Non-Payment:**

(a) Absent other agreement, A.C.F. Contractor reserves the right to suspend all services, including provision of any written documentation, until payment of any unpaid balance.

**13. Court Appearances:** In the event either party wishes to have the Parenting Time Supervisor testify in court; a fee of $145.00 per hour will be charged. Any preparation work for court appearances will be charged at a rate of $80.00 per hour. Payment will be the responsibility of the party that wishes to have the Parenting Time Supervisor testify. Payment for the additional time will be expected at the conclusion of each day of testifying. Subpoenas are a must and can be sent to the office @ 1165 Bidwell Street West St. Paul, MN 55118 or can be emailed to Chris@acf-mn.com

**14. Parenting Time Guidelines/Process letter:** The parties signing this agreement acknowledge receiving a copy of the Parenting Time Guidelines and that they will abide by them.

**15. Disputes:** Any disputes will **NOT** be decided on by the Supervisor. The parties must come to an agreement or work through their respective attorneys to resolve any disputes.

**16. Waiver of Liability:** I the undersigned, hereby hold harmless, waive and release Assisting Changing Families (ACF), their supervisors, officers, representatives, agents, organizers, and successors from liability as a result of personal injury or property damage occurring while your child(ren) are supervised by ACF. I understand ACF is not a licensed childcare facility and ACF cannot control the actions of third parties.

**17. Please indicate if the parenting time/exchanges are to be at the Center or in the community**

**Center** **Community**

**18. Please indicate whether you enter into this contract voluntarily/by court order.**

**Voluntarily** **Court Order**

My signature below indicates that I have received, read, and understand the information in this. Agreement and the parenting time guidelines and that I agree to retain A.C.F.-Assisting Changing Families; LLC and a supervisor they assign to my case, as Parenting Time Supervisor under the conditions described in this agreement and to abide by the parenting time guidelines.

_____ _____

Parent signature Date