COMMUNITY PARENTING TIME / EXCHANGES/ZOOM CALLS SUPERVISOR AGREEMENT:

Community Supervised parenting time/exchanges does not take place in a center. 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 Parenting Time Supervisor/Exchange services from A.C.F.-Assisting Changing Families; LLC, who will provide an independent contractor, and to abide by the following provisions:

1. Role of the Community Parenting Time/Exchange Supervisor: A.C.F. Contractor will serve as a Community 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 setting up transportation, scheduling involving their child or children. 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 alchoblow services are required.

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 1 or both parent(s) do not wish to continue receiving services or by court order. 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 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. 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 in the Community Parenting Time/Exchange Supervisor 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. 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, Attorneys, and the Court, at the discretion of the Community 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.

6. Safe Harbor: If the children are receiving mental health services, and the court requests that the Community 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 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 Community 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 Community 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.

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 or you will be charged for the missed parenting time in its entirety; to the parent that does not cancel within the proper time limits.

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.

B. If the Supervisor is late the parties can decide to add the time on 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.

9. Payment for Community 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. 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.

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:
 - \$55.00 per hour without notes
 - \$60.00 per hour with notes

\$65.00 per hour with no notes and is considered a high conflict case and involves an OFP, DANCO, or a HNCO, long history of litigation.

\$70.00 per hour with notes and is considered a high conflict case-has OFP, DANCO, or a HNCO

\$75.00 per hour for high conflict cases-Cases that involve Child Protective Services, past or present. **Travel Time: Time for travel is charged at a rate of \$15.00 for every 15 minutes on the road. Notes/Report** written notes will **Not** be generated for each visit. If Observation notes, for each visit, are requested, please refer to the above fee schedule. An alternative to the more detailed reports for each visit; either party may choose a written summary report before a court appearance at a **cost of \$300.00**.

- C. **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 \$90.00 per day. \$65.00 per exchange on Holiday's. (As listed above)
- D. Supervised phone calls or zoom calls: These are charged at a rate of \$50.00 per hour
- E. All of the above listed fee schedule is applicable for each individual visit or exchange.
- F. 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.

10. Payment beyond regular hourly fees: 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: If requests are made for faxing, mailing, long distance calls, or copying, the costs incurred in these services will be transferred to the parties(s) required to pay for A.C.F. Contractor' services.

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 wish to have the Community Parenting Time Supervisor testify in court; a fee of \$140.00 per hour will be charged. Any preparation work for court appearances will be charged at a rate of \$80.00 hour. Payment will be the responsibility of the party that wishes to have the Community 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.

14. Parenting Time Guidelines/Process letter: The parties; by 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.

Please indicate whether you enter into this contract voluntarily/by 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 Community Parenting Time Supervisor under the conditions described in this agreement and to abide by the parenting time guidelines.