

COMMUNITY PARENTING TIME MONITORING/COACHING AGREEMENT:

Community Monitoring Parenting Time/Coaching 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 Monitoring/Coaching services from A.C.F.- Assisting Changing Families; LLC and to follow the following provisions:

1. Role of the Community Parenting Time Monitor/Coach: Ms. Davis will serve as a Community Parenting Time Monitor/Coach to the Parties. The Parties understand that Ms. Davis will assist them with facilitation of the monitored parenting time, such as setting up transportation, scheduling involving their child or children. Ms. Davis 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 or not a report is needed, who should receive the reports and whether or not alcohol services are required.

Ms. Davis will **not** be a conduit for transferring personal property, personal notes/notebooks unless the notes are directly related to the child (ren)

Ms. Davis will **not** offer you legal advice.

2. Duration of Appointment: Ms. Davis's appointment does not begin until the signed agreement and intake form are returned. Ms. Davis's appointment will end when 1 or both parent(s) do not wish to continue receiving services or by court order. Ms. Davis may also end her appointment at her sole discretion if any Party is not fully complying with this agreement, or by court order.

3. Decision Making: The Parties understand that Ms. Davis 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 Ms. Davis current schedule, the days and times may be subject to change; providing both parties agree.

4. Conduct in the Community Parenting Time Monitoring/Coaching 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 Monitoring/Coaching process will be conducted in the manner that Ms. Davis believes will best and most quickly permit full understanding, discussion, and resolution to ensure quality parenting time/exchanges for the child (ren). Ms. Davis may meet or communicate with the Parties together or separately, in person, by telephone or through electronic means, such as e-mail.

5. Confidentiality: No information provided to or obtained by Ms. Davis is confidential **with the exception of communications and information received from children's therapists.** 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 Monitor/Coach.

6. Safe Harbor: If the children are receiving mental health services, and the court requests that the Community Parenting Time Monitor/Coach 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 the Community Parenting Time Monitor/Coach 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 Community Parenting Time Monitor/Coach 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 Monitor/Coach 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 Ms. Davis decides is necessary for her 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; the costs of that time will be assessed 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 late is responsible to pay for the entire time the Monitor is there. If the time is added to the back side of the visit the rate will be \$2.00 per minute.

B. If the Monitor/Coach 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 Supervisor's Time:

Payment for the visit will be made at the beginning of each visit or maybe paid on a monthly basis. Payments for exchanges will be charged on a monthly basis and will be due at the beginning of each month. **Ms. Davis accepts cash/money order or cashier's check ONLY as forms of payment. NO personal checks are accepted.** If payment is not received, at the beginning of the visit, or beginning of the month for exchanges no further visits/exchanges will occur until payment is made current.

- A. **Fee for intake/ongoing process** is a flat 1 time rate of \$70.00 per parent. Total cost of intake is \$140.00. This includes all phone calls, emails, or other correspondence required to **begin** supervised parenting time.
- 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:
\$50.00 per hour
- C. **Additional fees** may be assessed if the Community Parenting Time Supervisor feels that one or both parties are abusing the process. The rate will be \$20.00 for every 15 minutes of time spent by the supervisor. (Including but not limited to: excessive calls/emails between visits, repetitive requests to send messages, or personal property).
- D. **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 Ms. Davis' services at the following rate: copying or faxing \$1.00 per page. \$80.00 per hour preparation time. \$50.00 per hour travel time for delivery of any requested materials.

12. Non-Payment:

(a) Absent other agreement, Ms. Davis 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 \$135.00 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 Monitor/Coach testify. Payment for the additional time; will be expected at the conclusion of each day of testifying.

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 between the parties 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 specifically Ms. Davis or an associate as Community Parenting Time Supervisor under the conditions described in this agreement and to abide by the parenting time guidelines.

Parent signature

Date