



# FAMILY FOCUS INSTITUTE, LLC

1104 Main Street, Suite #550, Vancouver, WA 98660

360-909-7041 • FamilyFocusInstitute@gmail.com

## SERVICE / FEE AGREEMENT

### APPOINTMENT:

Family Focus Institute, LLC (hereinafter referred to as FFI) will provide professional visitation supervision and associated services to the parents and the child(ren) in this matter. The FFI Visitation Supervisor will serve as an impartial professional, rather than an advocate. By signing this document, it is agreed that:

### (INITIAL BY APPROPRIATE DESIGNATION):

\_\_\_\_\_ CUSTODIAL PARENT (or Guardian)  
Initials

\_\_\_\_\_ VISITING/NON-CUSTODIAL PARENT  
Initials

\_\_\_\_\_, is responsible for \_\_\_\_\_% of FFI's contracted fees.

*Parent's Printed Name*

### 1. CONFIDENTIALITY:

Usual principles of confidentiality and privilege do not apply within the context of supervised visitation. All parties are advised that any information obtained by the Visitation Supervisor cannot be held as confidential, as it is available to the Court and to each party's respective legal counsel. In addition, certain limitations to confidentiality will apply according to Washington State Law, in which the Visitation Supervisor has a duty to report information concerning child abuse (including but not limited to sexual abuse, physical abuse and neglect).

### 2. REGISTRATION:

Once all required Intake paperwork and Court Orders are received, a non-refundable Intake Fee of \$150.00 is required to be paid by the financially responsible parent(s) to commence services. This amount covers initial expenses incurred for: conducting intake interviews; reviewing all required paperwork and other provided documentation prior to the first visit; and, coordinating scheduling, venue/activity, and other details of the initial visit.

Visits will not begin until all current Court Orders are received, all intake paperwork completed and returned to FFI **by both parents**, and the FFI Intake Fee is paid.

### 3. PAYMENTS FOR VISITS:

The fee for regular supervised visitation is **\$60.00 per hour**, with a minimum duration of **two hours per visit**. (Holiday and other rates are described in Item 4, below.) Fees are payable by cash, check, cashier's check, money order, or Visa/MasterCard and must be paid **in advance**. Credit/ Debit card payments are generally submitted for payment the business day prior to the visit. Fees paid by check must clear and be deposited into FFI's account before FFI's confirmation of and attendance at the visit. If there is a

problem with payment clearance, the financially responsible parent shall be contacted for resolution before the visit will proceed; payment must be received **no later than 5pm the business day prior to** the scheduled visit. If the visit is terminated due to inappropriate comments, conversation, or conduct, or cancelled after the cancellation deadline has passed (see **CANCELLATION POLICY**, Item 12., below), fees for that visit are forfeited, and will **NOT** be refunded.

#### **4. HOLIDAY RATES:**

Major Holidays are defined as: NEW YEAR'S EVE and NEW YEAR'S DAY, EASTER, JULY 4<sup>th</sup>, THANKSGIVING, CHRISTMAS EVE and CHRISTMAS DAY. The visitation rate for Major Holidays is **\$100.00/hour, with a two-hour minimum**. Notwithstanding any other policies detailed in this Service Fee Agreement, fees for visits scheduled for the Major Holidays listed herein will be collected two business days in advance, and these Major Holiday visits must be cancelled at least 48 hours in advance of the scheduled visit start time, or the fees for that visit will be forfeited, and a 25% Holiday Cancellation Surcharge assessed (\$25/hour for every scheduled hour cancelled).

#### **5. FEES INCURRED DURING VISITS:**

The visiting /non-custodial parent must pay all expenses for the child(ren)'s activities during the visit, whether planned or spontaneous (i.e., admission fees/parking), as well as all expenses required for Visitation Supervisor's accompaniment throughout the visit. *Visiting/non-custodial parents are **not** required to pay food, beverages or non-entrance/non-required activity costs for the Visitation Supervisor during visits, and the Visitation Supervisor will not participate in any activities which may impede their ability to attend to their thorough and accurate contemporaneous reporting of the visit.*

#### **6. SCHEDULING AND TRANSPORTATION TO / FROM VISITS:**

The Visitation Supervisor and the parents will communicate via email or phone to discuss and arrange visits between the child(ren) and the non-custodial parent. Visitation venues are nominated by the visiting/non-custodial parent and approved by the Visitation Supervisor, who will assess the venue for age-appropriateness, safety, and sufficient accessibility to observation and supervision. The approved location and planned activities will be confirmed to both parents by the Visitation Supervisor prior to each visit, via email, text or telephone. Once a particular visit's plans have been set, they will not be changed without the Visitation Supervisor's prior approval to each parent. Current Court Orders prohibiting the visiting/noncustodial parent from accessing specific locations or venues during visits shall be followed by the Visitation Supervisor.

The child(ren) will not be transported or placed in the visiting/noncustodial parent's vehicle at any time during the visit.

If it is necessary to transport a child during scheduled visit, the visiting parent is responsible for his or her own transportation, while the Visitation Supervisor is responsible for transporting the child(ren)

separately. The Visitation Supervisor will arrange with the custodial parent or guardian to have the child(ren)'s car seat(s) follow the child(ren) throughout the visit.

#### **7. EXCESS TRAVEL SURCHARGE:**

An excess travel surcharge will be assessed to the visiting parent for all visits requiring more than **15 miles transportation (round-trip) from** the Family Focus Institute, LLC office location in Vancouver, Washington. This surcharge is calculated using Google Maps, and is a sum of the Round-Trip travel time assessed at the same hourly rate as the visit itself (\$100 per hour on Major Holidays, otherwise \$60 per hour; charged in 15 minute increments) plus the total Round-Trip mileage, charged at the IRS standard reimbursement rate of \$0.56/mile.

These fees will be estimated by Family Focus to the financially responsible party for approval prior to the visit, and will be included in the fee charged for that visit. Any deviation from the travel plan by the visiting parent on the visitation day which increases the mileage and/or travel time as proposed and estimated will be calculated and charged in the business week following the visit, with an additional 25% surcharge assessed.

If the transportation charges as estimated are not approved by 5pm two business days before the visit by the financially responsible party, or the travel surcharge is for any reason not paid on the business day before the visit, then the Visitation Supervisor will require the visiting parent nominate a modified/curtailed venue/activity to avoid these additional charges. .

#### **8. FOR THE NON-CUSTODIAL PARENT DURING VISITS:**

The visiting/non-custodial parent agrees to ensure the child(ren) stay within view and 'earshot' of the Visitation Supervisor at all times during the visit.

There is a 2-hour minimum duration for each visit. Visitation Supervisors may be male or female.

Using mind-altering substances and/or alcohol is not permitted during any visit. If the Visitation Supervisor has reason to believe the visiting / non-custodial parent (or any other adult present) is under the influence at any time during the visit, the visit will be terminated, and the fee for the visit will be forfeited. Smoking and/or vaping is prohibited at all times during visits.

The first four (4) visits shall take place with the visiting/ non-custodial parent **only**; this limitation applies to any additional parties, including other children of the visiting parent, whether minors or adults. Following the fourth successful visit, the visiting/non-custodial parent may request a relative or significant other attend a particular visit, or that the visit occur at a special event at which family members will be present, **provided this request be received one week (seven business days) in advance** and the additional attendees/special event are pre-approved by FFI.

The Visitation Supervisor will enforce all other conditions outlined in the current Court Order(s)

as they relate to the non-custodial parent's contact with the child(ren).

#### **9. TERMINATION OF SERVICES:**

FFI reserves the right to terminate any visit for non-compliance with our visitation policies and rules, with the applicable Court Order(s), or with Visitation Supervisor's instructions during the course of any visit. The Visitation Supervisor has the discretion to immediately cease services if either party exhibits conduct which is deemed inappropriate, or if it is determined that the child(ren) is/are exhibiting physical or emotional distress. Corporal punishment is **never** permitted during a visit.

The visiting/non-custodial parent agrees not to subject the child(ren) to questioning or conversation regarding the other parent, court proceeding, child-support or other adult-related issues. Derogatory or abusive remarks, threats or suspicions regarding the custodial parent, other family members, FFI or the Visitation Supervisor will not be allowed. Should such verbal non-compliance occur, the visit will be terminated immediately. In the event of any visit termination, the custodial parent will be notified immediately. Explanation of the visit termination will be contained in the "Supervised Visit Contact Sheet." An addendum to this "Supervised Visit Contact Sheet" may be prepared and forwarded to both the custodial and non-custodial parents by the Visitation Supervisor if an issue arises or an incident occurs after the report completed during the visit has been distributed to the parties.

#### **10. COURT APPEARANCE and DEPOSITION RATES:**

FFI fee for Court and deposition appearances are \$100.00 per hour, with a half-day minimum of 4.5 hours (\$450.00); additional time is charged at \$150 per hour. The minimum half-day fee of \$450 is for Court time only, and does not include charges for document preparation or review in advance of the appearance. A deposit of \$450 is to be paid by the requesting party in advance of the appearance, with any excess time, document preparation or review paid by the requesting party within ten (10) days of billing by FFI. **Requests for Court appearances must be made via subpoena, with at least ten (10) business days' notice to FFI.**

For testimony which requires travel outside of Clark County, Washington, additional travel fees will apply at a rate of \$50/hour plus \$0.56/mile for required travel of more than 30 miles Round Trip, or as quoted on receipt of subpoena by FFI. If a Visitation Supervisor is requested to offer testimony either at a deposition or in Court, the fee must be paid no less than one week before testimony is scheduled.

#### **11. ADMINISTRATIVE COSTS:**

The undersigned shall pay FFI such reasonable fees (to be determined on an hourly basis) as described herein, and as allocated between the Custodial and Non-Custodial/Visiting Parent by the percentage indicated on the first page of this Service Agreement. The fee shall be determined by the total number of hours expended by FFI.

The undersigned understands that he/she will be charged for all time spent, including telephone consultations with undersigned and/or/his/her attorney, and all court appearances or depositions by subpoena as requested by the undersigned and/or/his/her attorney beyond what the responsible financial party is obligated to pay.

## **12. CANCELLATIONS:**

Both the custodial and visiting/non-custodial parent are responsible for contacting the Visitation Supervisor not less than 24 hours in advance if they must cancel a scheduled visit. In the event that advance notice is not given, and the visit is cancelled **less than 24 hours** prior to the visit's scheduled start time, the CANCELLING PARENT / PARTY will be billed for the **entire amount** of that visit, together with any additional expenses incurred by FFI or the Visitation Supervisor in preparation for that visit.

**Cancellation due to child's refusal:** Any child(ren) unwilling to attend a visit will not be forced or coerced by the Visitation Supervisor to attend the visit. Please be aware that BOTH parents will be responsible for one-half of the fee of any refused visit. One-half of the refused visitation cost shall be refunded to the financially responsible parent who has pre-paid for that visit.

**Cancellation by Family Focus Institute, LLC:** In the event that illness or other emergency circumstances make it impossible for the Visitation Supervisor to attend a scheduled visit, the cancelled visit (or visitation time) will be rescheduled as soon as possible. Any fees collected by FFI in payment of the cancelled visit will be applied to the rescheduled visit.

FFI reserves the right to postpone any visit which may present a health or other risk to the child(ren) participating, the visiting parent, the custodial parent, the Visitation Supervisor or any other party in response to a public health emergency, government action or any other event/circumstance which in FFI's sole judgment makes such postponement necessary.

**Cancellation/Rescheduling Due to Illness:** If possible, visits will be rescheduled in the event of illness of either the child/children, custodial parent (or guardian) or visiting/non-custodial parent (or guardian). While at least 24 hours' advance notice is requested in the event of any cancellation, a minimum of 3 hours' advance notice is required in the event of cancellation due to illness; otherwise a minimum of 2 hours will be billed (\$60.00/hour for regular visitation days or \$100.00/hour for illness cancellations on major holidays). Repeated illness cancellations (two or more in any single month) may result in a doctor's note being required to avoid forfeiture of fees for cancelled visit(s) and/or termination of services.

**No-Show Policy:** Any party failing to show for a scheduled visit shall be responsible to pay for the entire amount of the scheduled visit; Holiday No-Shows will be assessed and billed a twenty-five percent surcharge (\$25.00/hour) for every scheduled hour subject to this No-Show Policy.

### 13. TIMELY ARRIVAL TO VISITS:

Any party failing to arrive (or to notify the Visitation Supervisor of their expected late arrival) within 15 minutes of the scheduled visitation start time will be treated as a no-show (above). The Visitation Supervisor reserves the right to unilaterally terminate services for repeated lateness and/or no-shows.

**Arrival at Visit by the Visiting/Non-Custodial Parent:** The visiting/non-custodial parent shall arrive to the visit first, at least 10 minutes before the visit's scheduled start time. The visiting/non-custodial parent shall be met by the Visitation Supervisor and then directed to an appropriate waiting area within the visitation venue, to wait for the Visitation Supervisor to meet the Custodial Parent, and to bring the child(ren) to the waiting area to commence the visit. The Visitation Supervisor will wait 15 minutes for the visiting/non-custodial parent to arrive to the visit. If the visiting /noncustodial parent has not arrived within 15 minutes of the visit's scheduled start time, and/or has not notified the Visitation Supervisor of their expected late arrival, the visit will be considered cancelled; the child(ren) (if present) will immediately be returned to the custodial parent (or guardian); and, the visiting / non-custodial parent will be responsible for the entire cost of the cancelled visit (as it will be considered a No-Show, per the policy above). If the visiting/non-custodial parent arrives late to the visit, the time of the visit will not be extended to accommodate their late arrival. **The visit will end at the previously scheduled and agreed upon time, regardless of the arrival time of the visiting/non-custodial parent.**

**Arrival at the Visit by Custodial Parent/ Guardian and Child(ren):** The custodial parent (or guardian) must be on time for all scheduled drop-off and pick-up times. This time shall be determined with the Visitation Supervisor and then confirmed via email prior to the visit. The Visitation Supervisor will wait up to 15 minutes for the custodial parent (or guardian) to arrive. If the custodial parent (or guardian) has not arrived within 15 minutes of the scheduled time, and/or has not notified the visitation supervisor of their expected late arrival, the visit will be considered cancelled, and the custodial parent (or guardian) will be charged and responsible for the entire cost of the cancelled visit (as it will be considered a no-show, per the policy above). The custodial parent (or guardian) shall also be financially responsible for all time incurred, in half-hour increments (\$42.00 per 30 minutes), if she/he is late to pick up the child(ren) at the scheduled end-time of the visit, **beginning 15 minutes after the agreed upon visit end-time.**

**The Visitation Supervisor:** The Visitation Supervisor will notify both parties, via text or phone call, as soon as possible if an unavoidable delay in the visitation is expected. If the Visitation Supervisor is late, and if acceptable to both parties, the visit will continue for the entire amount of the scheduled time; if either party is unable to extend the visit to allow the visiting / non-custodial parent their full, scheduled visitation time, the amount of time lost will be added at no additional charge to a future visit as agreeable to both parties.

Family Focus Institute, LLC and the undersigned have read and agree to abide by all terms, conditions and policies herein. I, the undersigned, understand that any perceived violation of this Service/Fee Agreement may, at the sole discretion of Family Focus Institute, LLC, result in termination of the visit in question and/or in termination of any/all visitation services.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
Day Month Year

By (INITIAL BY APPROPRIATE DESIGNATION):

\_\_\_\_\_ CUSTODIAL PARENT (or Guardian).  
Initials

\_\_\_\_\_ VISITING/NON-CUSTODIAL PARENT  
Initials

\_\_\_\_\_  
*Parent's Printed Name*

\_\_\_\_\_  
*Parent's Signature*

**Release of Liability:**

I, \_\_\_\_\_, hereby give Family Focus Institute, LLC, (hereinafter "FFI"), its proprietor, contractors, employees, representatives and assigns (hereinafter the "Released Parties") absolute common law and statutory immunity for anything which occurs in the course of FFI's business, and/or the interactions of FFI and/or the Released Parties with the undersigned, any/all of my children, whether natural born, adopted or under my guardianship (hereinafter "the children"), or any party who, through the undersigned's contractual relationship with FFI, comes into contact, in person or otherwise, with FFI and/or the Released Parties. In addition, I, for myself and for any/all of the children, expressly, willing, and voluntarily assume full responsibility for all risks of any and every kind involved with or arising from my participation, whether during Intake, Supervised Visitation, or otherwise, in any/all Supervised Visitation activities with FFI and the Released Parties. Without limiting the generality of the foregoing, I hereby irrevocably release FFI and the Released Parties from, and hold them harmless for, all claims, rights, demands or causes of action, whether known or unknown,

suspected or unsuspected, arising out of FFI's normal course of business and/or resulting from any/all services performed by FFI under any Court appointment order and/or the current Service/Fee Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
Day Month Year

By (*INITIAL BY APPROPRIATE DESIGNATION*):

\_\_\_\_\_ CUSTODIAL PARENT (or Guardian).  
Initials

\_\_\_\_\_ VISITING/NON-CUSTODIAL PARENT  
Initials

\_\_\_\_\_  
*Parent's Printed Name*

\_\_\_\_\_  
*Parent's Signature*

Submit form by clicking this button when form is complete: