PARENTING TIME EXPEDITOR
MATTHEW SHORE, MSW, LICSW

PARENTING TIME EXPEDITOR FEE AGREEMENT

Appointment

Our court Order signed on _____ appoints Matthew Shore as our Parenting Time Expeditor (the PTE).

We understand that the PTE will not provide services until this Agreement is signed by us and the PTE and any required deposit has been made. The PTE services will end _____ from the day the appointing order was signed by the judge.

Role of PTE

We understand that the PTE will assist us with parenting time issues involving our child(ren). His involvement is limited to issues arising around parenting time and is governed by Minn. Stat. § 518.1751. The PTE's duties include resolving parenting time disputes by facilitating agreement, enforcing, interpreting, clarifying and addressing circumstances not specifically addressed by an existing parenting time order. He may make a determination as to whether the existing parenting time order has been violated.

We understand the PTE will not provide therapeutic or evaluative services, nor will he offer legal advice.

Decision making

We understand that the PTE uses a mediation-arbitration process to help us resolve disputes. We understand that the PTE will first work with us to help us reach an agreement. However, if we are unable to agree about a parenting time issue, the PTE will make a decision that will be binding on us. The PTE will put all decisions in writing, with copies going to each of us. We agree to follow the decision unless or until it is vacated or modified by the Court.

Initial_____ Date_____

Conduct in Process

We each agree to participate in the parenting time expeditor process in good faith with the goal of resolving matters in our children's best interests with the assistance of the PTE.

We understand the PTE process will be conducted in the manner that the PTE believes will best and most quickly permit full understanding, discussion, and resolution of the issues. The PTE may meet us together or separately, in person, by telephone or through electronic means, such as e-mail. He may meet with the child or children and/or with significant others or other family members on issues related to the child or children to fulfill the PTE duties.

We understand that we will sign whatever authorizations for release of information the PTE decides are necessary for him to fulfill his duties.

Because of the nature of the PTE's role, we understand that we may disagree with a PTE decision. We understand that if one of us disagrees with a decision, one or both of us may appeal the decision to the district court.

We agree that we will make every effort to resolve with the PTE concerns about how the PTE process is conducted.

Mandated Reporter Status

We understand that the PTE is required by state law to report to the proper authorities any evidence of physical or sexual abuse or neglect of minors, elders, or vulnerable adults.

Confidentiality

We understand the following:

(a) Statements made and documents produced as part of the PTE process which are not otherwise discoverable are not subject to discovery or other disclosure and are not admissible into evidence for any purpose at trial or in any other proceeding, including impeachment.

(b) Pursuant to Minn. Stat. § 518.1751 subd. 4a(b), the PTE must not be subpoenaed or called as a witness in court proceedings.

(c) If either party attempts to subpoena the PTE, that party will be responsible for full payment of any attorney fees incurred by the PTE in his efforts to quash the subpoena.

(d) The PTE's notes, records and recollections are confidential and must not be disclosed to the parties, the public or anyone unless the parties and the PTE agree in writing to the disclosure or the disclosure is required by law or other applicable professional codes.

Initial_____ Date_____

(e) The PTE may include notes, records and recollections as part of his written decisions or as otherwise required by law.

Safe Harbor

We understand the following:

(a) If the child(ren) are receiving mental health services, the PTE may seek information from his/her/their mental health provider(s).

(b) In order to preserve the safety and confidentiality of the child(ren)'s therapeutic environment, it is essential that the child(ren) feel free to speak openly with his/her/their therapist(s) without fear of their statements being disclosed, so that the therapist's office may serve as a "safe harbor" for the child(ren).

(c) Information obtained by the PTE which he or she determines is or could be harmful to the child(ren) or their relationship with a treating professional or parent may be, within the discretion of the PTE, made unavailable to a parent or counsel for a parent.

(d) Any information given to the PTE by (a) mental health provider(s) for the child(ren) will be maintained as confidential by the PTE, unless the PTE and mental health professional agree otherwise.

(e) Any documents containing information provided by (a) mental health professional(s) treating the child(ren) shall be kept in a file separate from the PTE file.

(f) Neither parent shall, nor will either parent permit his or her attorney to, subpoena the information contained in this separate file.

(g) Any party (or his or her attorney) who, without prior permission of the court, seeks to interrogate the PTE about or to subpoena the information in this separate file, shall be liable for all PTE and attorney fees and costs incurred to respond to such requests or to quash a subpoena.

(h) If the PTE makes a decision based on input from the therapist(s), the PTE reserves the right to document this decision stating only "I have decided this based on input from the child(ren)'s therapist," without further explanation.

(i) Only upon order from the court will the PTE provide the information in the separate file to the court for an *in camera* review with an explanation of risk of harm.

Initial_____ Date_____

Fees and Billing

We understand the following:

(a) Rates. The PTE's rate is $350 per hour (subject to an annual adjustment). There will be a one-time file setup fee of $200.

(b) An initial deposit of $3,000 is required to begin the process. This amount may be shared by the parties in accordance with their financial agreements or Orders. All payments shall be made to Moxie Incorporated. Funds will be held in a separate trust account, as outlined below, and once earned they will be applied to all services rendered, including the following, at $350 per hour, in increments of .2 hours (12 minutes, $70 increment):

i. All sessions and meetings
ii. All phone calls related to the case (parties, attorneys, collateral resources)
iii. Reviewing files, reports, correspondence and other documents
iv. Preparing reports, Decision Letters, correspondence or other documents
v. Consultations with teachers, therapists, and other professionals (including attorneys)
vi. Travel time (including but not limited to travel related to home visits, meetings with collateral sources, etc.)

(c) All client deposits will be held in a separate trust account. Funds in this account are not earned by Moxie, Inc. until services are rendered. Once services are rendered, funds will be drawn from the deposit and transferred out of the trust account. The trust account does not earn interest.

(d) Replenishing the Deposit: Clients are each responsible for replenishing their share of the deposit that was used during the preceding month. At month's end, each client will receive an invoice showing the amount of funds that were used from their deposit, and replenishment of that amount will be due within two weeks. If the replenishment is not received within 30 days of notification, or the balance in the deposit falls to $300 or less, the PTE may place the file on inactive status.

(e) Allocation of Fees: I understand that the PTE, at his sole discretion reserves the right to allocate fees disproportionately if he believes that one party has unreasonably or unnecessarily contributed to the costs or abused the process.

(f) I understand that the Parenting Time Expeditor may request that we use other experts to advise or consult on specialized issues (e.g. school choice, arbitration). Experts utilized in the Parenting Time Expediting process will be paid from the deposit unless other payment arrangements are made.

Initial_____ Date_____

(g) I understand that we will be billed in full any appointment that is canceled with less than 24 hours notice and I will be billed for half the regular charge for any appointment that is canceled with 24 to 48 hours notice. Charges for missed appointments or late cancellations will be paid by the person missing/canceling the appointment. A session is considered missed if the parties have not arrived 20 minutes after the start time of the session.

(h) I understand that a written report and recommendations, if needed, will not be released until all fees have been paid in full, including the cost of preparing the written report or recommendations. I understand I may request a written summary or report at any time and that I will be responsible for the cost of preparation.

(g) I understand that any miscellaneous case-related expenses incurred by the PTE (e.g. records requests, file copying, postage, etc) will be billed against the retainer.

Other

We understand that the PTE may use an intern or an extern. The same confidentiality and conflicts of interest standards apply to this intern or extern.

The PTE may seek remedies from the court for non-payment pursuant to Rule 114.11(b) of the General Rules of Practice for the District Courts.

No Recording

The PTE does not permit recording (audio or video) of any meetings or telephone calls without his express written permission in advance. Moreover, the PTE does not allow his likeness to be used in any form of social media or other entertainment format without his express written permission in advance. While this matter is pending, neither parties nor their attorneys may share details in any public setting (including social media). If this provision is violated, the PTE reserves the right to terminate services.

Notice to Court of Parenting Time Adjustments

Pursuant to Rule 301.03(c) of the General Rules of Practice for the District Courts (effective January 2023), parties are directed to notify the court of any change in parenting time made by the PTE. The filing of a report related to the modification of parenting time is the sole responsibility of the parties. If either party has questions about whether they should file a report with the court, they should consult with their attorney.

Initial_____ Date_____

Notice Pursuant to Rule 114.13a, Subd. 7 of The General Rules of Practice for the District Courts

The PTE must follow the Code of Ethics for Court-Annexed ADR Neutrals and is subject to the jurisdiction of the ADR Ethics Board.

The PTE has no duty to protect the interests of the parties or provide them with information about their legal rights.

Status of Agreement/Contract

We understand the PTE will not provide services until this Agreement has been signed by both parties and the Parenting Time Expeditor and any required deposits are made.

My signature below indicates I have received, read, and understand the information in this agreement, and that I agree to retain **Matthew Shore** as Parenting Time Expeditor under the conditions described in this agreement.

_____	_____
Parent	Parent
_____	_____
Date	Date
_____	_____
Date	Matthew Shore

Initial_____ Date_____