

## PARENTING TIME EXPEDITOR AGREEMENT:

\*\*\* **And** \*\*\* (the Parties”) agree to purchase Parenting Time Expeditor services from Christine Davis; Assisting Changing Families LLC and to follow the following provisions:

- 1. Role of the Parenting Time Expeditor:** Ms. Davis will serve as a Parenting Time Expeditor to the Parties. The Parties understand that Ms. Davis in accordance with MN Statute 518.1751 subd 1b; will assist them with resolving parenting time disputes by enforcing, interpreting, clarifying and addressing circumstances not specifically addressed by an existing parenting time order and if appropriate, to make a determination as to whether the existing parenting time order has been violated. Any issues that arise the **Parties may submit** to the Parenting Time Expeditor. Ms. Davis will not provide therapeutic or evaluative services to you or offer you legal advice.
- 2. Duration of Appointment:** Ms. Davis’s appointment does not begin until the signed agreement and required deposit is returned. Ms. Davis’s appointment will end two (2) years from the date of the signed agreement or as designated 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 first work with them to help them reach an agreement. **However, if they are unable to agree about a particular issue, Ms. Davis will make a decision that will be binding on the Parties. Ms. Davis will put all decisions in writing, with copies going to each Party and his or her attorneys. If either or both Parties disagree with a decision, it is their responsibility to schedule a hearing with the Court. Until a court date is set-the Parties agree to follow the decision unless or until it is modified by the Court.**
- 4. Conduct in the Parenting Time Expeditor Process:** The Parenting Time Expeditor process will be conducted in the manner that Ms. Davis believes will best and most quickly permit full understanding, discussion, and resolution of the issues. Ms. Davis may meet with the Parties in person, by telephone or through electronic means, such as e-mail. She may also request meetings with the child or children and/or with significant others or other family members on issues related to the child or children.
- 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 Parenting Time Expeditor.
- 6. Safe Harbor:** If the children are receiving mental health services, the Parenting Time Expeditor may seek 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 Parenting Time Expeditor 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 Expeditor 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 Expeditor about or to subpoena the information in this separate file shall be liable for all attorneys fees and costs incurred to resist answering discovery requests or to quash a subpoena. If the Parenting Time Expeditor makes a decision based on input from the therapist, the Parenting Time Expeditor reserves the right to document this decision stating only “I have decided this based on input from the children’s therapist,” without further explanation.
- 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 an appointment, you must notify my office two (2) business days in advance. If advance notice is not received, you will be responsible for paying for the missed appointment.
- 9. Payment for Parenting Time Expeditor’s Time:** A retainer fee in the amount of \$700.00 total, all monies are due upon the signing of this agreement. The Parties shall pay for all time spent by Ms. Davis at the rate of \$80.00 per hour. Time is billed at a minimum of .25 hour increments (15 minutes). The bill each party receives will reflect the full hourly rate; however, the time reflected will be the portion for which each party is responsible (generally, one-half of the actual time expended). Or the bill will reflect the payment schedule as designated in a court order. This rate will be charged for any and all time Ms. Davis spends working on this matter, including meetings with the Parties, telephone calls pertaining to the matter, reviewing and responding to e-mails, reviewing letters and other records and written material, preparation of written reports and decisions, round trip travel time and any other time expended in direct association with the duties of Parenting Time Expeditor. Time will be worked off the retainer, once the retainer has been reduced to \$80.00 an additional \$150.00 from each party; or \$300.00 from one will be required to continue. The retainer is expected at the time this agreement is signed. No appointments will be set or services provided until this agreement is signed, returned and the retainer received.
  - (a) Ms. Davis may assess more than the proportion of the fees and costs outlined above to either party if she determines that a party has abused the process or if Ms. Davis’s involvement was unnecessary. If Ms. Davis determines that neither party has abused the process or if her involvement was necessary, then Ms. Davis shall divide the costs and fees between the parties as outlined above.
  - (b) If any of the deposit remains, and when Ms. Davis is assured that the service is no longer needed, she shall refund the remaining funds to the Parties.

c) **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. 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 \_\_\_\_\_ %.

**10. 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.
- (b) In the event one party does not pay his or her share of the retainer, the other party may pay the full retainer requested and bring a motion seeking reimbursement for the non-complying party's share of the retainer.
- **11. Payment for Administrative Costs.**
- Any administrative costs incurred will be charged to the parties as actual cost and may be taken out of the retainer fee or charged separately at the discretion of Ms. Davis.
- **12. Court Appearances:** In the event either party wishes to have the Parenting time expeditor testify in court; a fee of \$145.00 per hour will be assessed; which will include travel time, waiting to testify as well as testifying. Any preparation done before court will be charged at a rate of \$80.00 per hour. Payment will be the responsibility of the party that wishes to have the PTE testify. Payment will be expected at the conclusion of each day of testifying.
- My signature below indicates that I have received, read and understand the information in their agreement and that I agree to retain Christine Davis; as Parenting Time Expediter under the conditions described in this agreement.

- \_\_\_\_\_
- Parent signature Print name
- \_\_\_\_\_
- \*\*\* Date
- \_\_\_\_\_