

BENJAMIN D. GARBER, PH.D.

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**Agreement to Conduct a
Child-Centered Family Evaluation**

In the matter of:	Mom Family and Dad Family Case number	
In the best interests of:	Child1 Family Child2 Family	(dob: XX.XX..20XX) (dob: XX.XX.20XX)
Today's Date:	XX.XX.20XX	

This document seeks to clarify the terms and limitations relevant to the conduct of a Child-Centered Family Evaluation (CCFE). This evaluation intends to advise parties and the court regarding your son's unique needs and those future (post-separation or post-divorce) conditions which may best serve his best interests.

Please take the time necessary to read this document in its entirety, to consult with legal counsel as you see fit and, upon your agreement, to initial each page, sign the last, and return the entire original document to my attention at the address above. Upon return receipt of both parties' agreements, the retainer as specified below, and the materials requested herein, I will contact you to schedule our first interview.

1. This agreement is empowered by your mutual informed consent. Your initial at the bottom of each page and your signature at the conclusion of this document signifies your understanding, voluntary acceptance and agreement to comply with the terms and conditions of the evaluation.
2. This agreement is intended to be consistent with the Guardian ad litem's recommendations and parties' subsequent agreement and the court's 27 February, 2014 order specifying, in relevant part, that parties will cooperate in the process of conducting this evaluation.
3. I am a New Hampshire licensed psychologist with a special interest in serving the needs of children whose caregivers are conflicted, separated, divorcing and divorced. Please take the time to learn more about my practice at www.healthyparent.com and/or to request my *curriculum vitae*, article reprints, and related materials. Please be advised that my work is constrained by state and federal laws, the ethics promulgated by the American Psychological Association, and the oversight of the New Hampshire Board of Psychologists.

Please initial here

4. CCFE (sometimes known as “custody evaluation”) is a process seeking to assess and integrate a great breadth of developmental, systemic, and psychologically-informed data in order to generate child-centered recommendations for the court. By agreeing to participate in this process, you understand and accept that:
 - (a) CCFE is not a statistically reliable or valid process,
 - (b) I am a child-centered mental health professional who is impartial with regard to the adults’ conflict(s) and bring no bias or preconception to this process including but not limited to matters of gender, race, sexual orientation, religion or belief; and that,
 - (c) Although the results of this process may or may not be consistent with your hopes and expectations, they will be the result of a child-centered, neutral and unbiased evaluation.
5. I will be granted unimpeded freedom to interview any and all possible sources of relevant information at my sole discretion. This includes, but is not limited to: you, your child(ren), your past, present and prospective intimate partners, co-parents and surrogate caregivers; neighbors, housekeepers, baby-sitters, or daycare providers; teachers, physicians, coaches, tutors, clergy, attorneys and therapists.
6. You will make yourself available to participate as specified herein and consistent with my reasonable and timely requests. The duration and thereby the cost of this process can be minimized when you are punctual, flexible, and responsible in fulfilling the terms of this agreement and in completing any subsidiary task (e.g., the provision of specific records).
7. In the event that I must provide evaluative services outside of New Hampshire, it may be necessary to alert relevant state licensing board(s) and/or to secure permissions from the relevant governing agency(ies). With this in mind, you accept full responsibility for all costs incurred, including my time. You further acknowledge that such governing boards may restrict the nature, extent and/or timing of my efforts and that any such restrictions may shape the nature, timing and extent of data available to this process.
8. As a court-ordered service and as a precondition to commencing this work, you accept and allow that I will collect and may communicate otherwise private, confidential and/or privileged information to others at my sole discretion for the purpose of completing this evaluation.

In addition, you acknowledge and allow that certain legal, ethical and administrative conditions may require that I reveal otherwise confidential information. These include but are not limited to circumstances in which, in my sole discretion:

- (a) I believe that a person may be in danger or present a risk of harm to another person or real property;
 - (b) I am required by a court to deliver such data; and/or,
 - (c) I am obligated to comply with the oversight processes of any relevant administrative or regulatory body.
9. Please provide my office with copies of any and all relevant documentation, paperwork, and records that you believe may be relevant to the present evaluation. Whenever possible, please provide paper (as opposed to digital) copy. Please do not provide originals unless explicitly requested. All such media received becomes a permanent part of this evaluation record. In some instances, you will be expected to sign Informed Consent to Receive Information (“release”) forms allowing me to obtain relevant information directly from others (e.g., teachers, therapists, physicians).

10. All materials received, reviewed, and considered will be compiled as part of my work product and stored as a record of this evaluation for a term and in conditions consistent with relevant standards. This record will not be available for inspection by parties or counsel except as ordered by the court and as part of the legal process. The record will only be copied for distribution in whole or in part when so ordered by the court and subject to my objection should I believe that exposure of some or all of the record risks doing harm to any party. In the condition that the court does order release of the record, the requesting party or parties will be responsible to pay for anticipated copying and delivery costs in advance of delivery.
11. On occasion it is necessary to employ another professional to assist in the evaluation process as a specialist (e.g., conducting substance abuse evaluations) and/or as a consultant. Any such professional will be bound by the terms of this agreement.
12. The costs associated with this evaluation are determined on the basis of clinician-hours invested, where one clinician working for one hour is one clinician-hour and two clinicians working together for one hour is two clinician-hours. Each clinician-hour will be charged at XXX dollars (\$XXX.00), regardless of activity, inclusive of preparation of these preliminary materials, the conduct of face-to-face interviews, telephone contacts, clinician meetings, document review, report preparation, depositions, court appearances and travel to and from any and all such activities.
13. In the event that non-local travel is necessary, the following fees will apply:
 - (a) All transportation, room and board costs will be paid for from the retainer. I will exercise my discretion incurring these costs so as to assure comfort, safety and my professional needs at reasonable expense.
 - (b) A full day of travel will be charged at a maximum of YYYY dollars (\$YYYY.00) above and beyond costs incurred for travel, room and board. In this instance, the hourly fee will be waived.
14. A retainer in the amount of ZZZZ dollars (\$ZZZZ.00) must be received in advance of the first contact. Costs incurred will be subtracted from this retainer at the hourly rate and subject to the foregoing conditions. Should additional costs be anticipated, I will notify you in writing as soon as possible. Maintenance and replenishment of retainer fees is a precondition to the continuation of this work.

Provision of services including dissemination of my work product and compliance with all related requests is contingent upon the prior receipt of all monies requested. In particular, the final summary report will not be released while any balance remains outstanding, including funding in anticipation of deposition, testimony and associated expenses which may occur subsequent to release of the final report.

Excess funds will be returned to parties approximately one month after this matter is closed and/or I have been released by the court. A complete and detailed account of costs incurred will be timely rendered upon request.

15. I will have no opinion as to the division of these costs amongst parties, if any. I recommend that you settle any such division of costs well in advance. You are free to seek health insurance or comparable reimbursement subsequent to payment but are forewarned that:
- (a) CCFE is a not health-related service and may not reimbursed by health insurance carriers.
 - (b) No single individual will be identified as the “patient” or “client.” Services will be provided in the family name(s) only.
 - (c) CCFE does not routinely diagnose any individual(s).
 - (d) The billing procedure code will be 00000 or “unlisted psychological service.”
16. I reserve the right to conduct any interview, observation, document review or other, relevant process in any sequence, at any site, and under any conditions that I believe best suits the purpose of the proposed evaluation. This may include, for example:

Joint co-parent interview (as possible)	Hours =3.0
Individual interview(s) with Mother	4.0
Individual interview(s) with Father	4.0
Each co-parent complete instruments as determined by Dr. Garber	TBD
Individual interview with child[ren] (transported by Father)	3.0
Individual interview with child[ren] (transported by Mother)	3.0
Family observation (Mother and child[ren])	1.5
Family observation (Father and child[ren])	1.5
Child[ren] to complete rating scales	TBD
Observation at father’s home	TBD
Observation at mother’s home	TBD
Consultation with allied therapists, teachers, physicians	TBD
Psychological testing for Mother	TBD
Psychological testing for Father	TBD
Psychological testing for Child[ren] as determined by Dr. Garber	TBD
Data review, organization, synthesis and report preparation	10.0-12.0

17. Upon completion of this evaluation, I will prepare a detailed synthesis of the data in the form of a summary report. This report will seek to advise the Guardian ad litem and the court regarding the post-divorce conditions best suited to the children’s unique needs. The summary report will be delivered directly to the Guardian ad litem for subsequent dissemination at her discretion.
18. I will be glad to meet individually or jointly with parties to review and discuss the summary report upon request, such meeting(s) to be subject to the terms of this agreement and exclusive of retainer funds, all such costs incurred to be paid in full at the time of service. Upon concluding relevant litigation, I will not thereafter be available to provide any service in any other capacity including, but not limited to psychotherapy, co-parenting facilitation and Parent Coordination.
19. This agreement remains in force for six (6) months from the date it is generated. Should the course of this evaluation be interrupted for any reason such that it cannot be concluded within this period, I reserve the right to invalidate the data collected to that point as out-dated and/or to present new terms and limitations prerequisite to resumption or recommencement of the process.

20. Acknowledging that CCFE routinely leaves at least one party aggrieved, you agree to address any resulting concern or complaint directly to my attention in writing in the first instance and to invite my timely response. Should any such concern or complaint thereafter result in legal action, administrative hearing or review of any kind, you accept full and complete responsibility for costs inherent in any such process, including but not limited to travel, attorney's fees, and time lost in preparation and appearance, unless and until the hearing officer or judge rules to the contrary.

In anticipation of our work together in your children's best interests, I am,

Respectfully,

Benjamin D. Garber, Ph.D.
New Hampshire Licensed Psychologist

I have read the foregoing and, having discussed each provision in full with legal counsel as I deem necessary, I understand and accept the conditions under which Benjamin D. Garber, Ph.D., will conduct the proposed evaluation.

I agree to pay _____% of the fees incurred by this evaluation in accordance with the fee schedule

outlined, above, including \$_____ of the \$YYYY.00 retainer required as described above.

Please Print Your Name in Full Your date of birth Day & Evening Phone Numbers

Please print your complete mailing address City and State

Your Signature Today's Date

By providing an e-mail address below, (1) I acknowledge that electronic transmissions may not be secure and (2) I permit Dr. Garber to contact me at this electronic address individually or jointly as part of e-mail to other parties (e.g., your children's other parent) relevant to this investigation.

Please print your e-mail address

Please initial here