

**BENJAMIN D. GARBER, PH.D.**

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**Agreement to Serve as a  
Child-Centered Expert in Family Litigation**

Prepared for: Concerned Parent (dob: 01.01.19XX)

In the best interests of: Triangulated Child (dob: 12.12.20XX)

This document seeks to clarify the terms and limitations under which I will be available to serve as a child-centered expert in ongoing litigation. 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 document to my attention at the address above. Upon return receipt of this document, receipt of retainer funds as specified below, and any additional materials requested herein or otherwise relevant, I will contact you to schedule our first interview.

1. I am a New Hampshire licensed child 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 myself and my practice at [www.healthyparent.com](http://www.healthyparent.com). I would be glad to provide you with an updated copy of my *curriculum vitae*, article reprints and related materials upon request.
2. My work as a psychologist in any role is constrained by state and federal laws, the ethics promulgated by the American Psychological Association and the oversight of the New Hampshire Board of Mental Health Practice. To learn more, contact the American Psychological Association (800.374.2721 or go to <http://www.apa.org/ethics/code2002.html> ) or the New Hampshire Board of Mental Health Practice (603.271.6762 or go to <http://www.nh.gov/mhpb/>) .
3. Children who are involved in or who are otherwise the subject of family law litigation (e.g., custody, termination of parental rights) can suffer harm as a result of the adversarial legal process. With this in mind, I make every reasonable effort when asked to serve such a child's needs to enter the litigation without real or perceived alliance with any contesting party. This is best accomplished when I work for the Court as a neutral evaluator, as a Guardian ad litem, parenting coordinator, or as an advising expert to others who serve in these capacities.
4. In those circumstances in which it is not possible to serve such a child's needs in this manner, I will agree to work as an expert for one contesting party, always in the chil(ren)'s best interests, subject to the terms and limitations detailed in this document.
5. As a child-centered expert, my role will include some combination of review of relevant documents, research and data collection, interviews with relevant parties and/or preparation of summary documents for the purpose of educating the Court. To the extent that these activities do not include completion of a comprehensive, child-centered family systems evaluation, I will not/cannot offer an opinion as to any child's custody, the distribution of parenting responsibilities among contesting caregivers or any party's diagnosis. Instead, I may be able to offer generic data and/or opinions

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Please initial indicating your  
understanding and agreement

relevant to demographics (e.g., gender, age) derived from published research and professional experience. If and how such data and/or opinion might be relevant to and dispositive of this specific matter is ultimately the Court's decision.

6. As an expert in your employ, **I retain the liberty and will exercise my professional discretion to offer whatever opinion I deem best suited to my understanding of the child[ren]'s needs and circumstance. This means that my opinion may not be consistent with your opinion, wishes or perspective on this matter.** Nevertheless, be advised that opposing parties and/or the Court may believe that by working in your employ I will only take positions consonant with your wishes. This is called a "hired gun" allegation.
7. As an expert in your employ, my work product will belong to you. You may release my work product to whomsoever you choose, including the Court, at your discretion and with the advice of your legal counsel. Although my work product may be protected under attorney-client privilege, the information provided to me, my knowledge of the circumstance and my work product are all subject to exposure under certain conditions, including but not limited to:
  - (a) I am obligated under the law to act should I believe that any specific individual's safety is in danger. In this extreme circumstance, I am responsible to contact child protective services and/or the police.
  - (b) My records may be subject to discovery, subpoena and exposure under court order.
  - (c) My records may be subject to exposure under administrative review including but not only that associated with HIPAA regulations and state board inquiry.
8. I will maintain a full and complete copy of my record of this work for a period and under conditions compliant with relevant standards.
9. As an expert in your employ, I will review the data that you provide to me in the process of formulating an opinion. I may request receipt of additional data from you and/or from others with your written consent. In the end, my expert position will be limited by the nature and extent of the data that I have available and may be criticized by opposing counsel and/or by the Court as therefore limited, biased and/or as otherwise partisan.
10. Please be advised that one or both of two outcomes commonly occur when one party alerts opposing counsel and the Court that an expert has been hired.
  - (a) Opposing counsel may challenge the expert's credentials and ask the Court not to allow the expert to be heard. In this regard I will provide you with all necessary documentation in support of my credentials. Please be advised, however, that as a matter of policy I do not keep a list of the cases or courts in which I have appeared.
  - (b) Opposing counsel may hire their own expert for the purpose of countering my expert opinion. Please be forewarned in this latter 'dueling experts' scenario that little may be gained at tremendous additional time and cost.

11. My time in this matter will be charged at a rate of XXX hundred dollars (\$XXX.00) per hour, inclusive of all activities. If we agree that I will provide additional services beyond our first interview, I will request receipt of an advance retainer in an amount commensurate with all time anticipated including travel. This retainer will be drawn down as costs are incurred to a minimum of XXX dollars (\$XXX.00). If and when further services and associated expenses are anticipated, I will alert you promptly and request that retainer funds be replenished promptly and in an amount anticipated to fulfill all foreseeable additional expenses. A full accounting of all costs will be provided upon request.
12. Payment of all funds requested is a necessary precondition for completion of work pending, including delivery of a final report should one be necessary.
13. Upon completion of my role as expert in this matter, I will not be available to provide any future service of any kind to any party to this matter including, but not limited to, serving as any party's psychotherapist, Guardian ad litem or parenting coordinator. Upon request, I will be glad to provide appropriate referrals for any such service.
14. This agreement remains in force for six (6) months from the date it is generated. Should the course of this work 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, to collect, review and integrate new data and/or to present new terms and limitations prerequisite to resumption or recommencement of the process.
15. Given the nature of this work, it is possible that you may not be pleased with my work product or may become otherwise dissatisfied with my services. Should this occur, you will have the discretion to disregard my work unless and until it is submitted to the court or otherwise disseminated. By endorsing this statement, you agree that you will bring any concerns about my services to my attention directly in writing and invite my response in the first instance. 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 my costs responding to this process, including but not limited to attorney's fees, 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

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I have read the foregoing and have 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 serve as a child-centered expert in my employ.

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Please Print Your Name in Full      Your date of birth      Your Day and 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 attorney) relevant to this investigation.

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Please print your e-mail address