

BENJAMIN D. GARBER, PH.D.

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

Terms and limitations regarding a proposed evaluation
pursuant to the well-being of:

CHILD1 FAMILY (dob: xx.xx.xxxx)
CHILD2 FAMILY (dob: xx.xx.xxxx)

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 the children’s unique needs and those Future (post-separation or post-divorce) conditions which may best serve these needs.

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** it to my attention at the address, above. Upon return receipt of both parties’ agreement, the retainer as specified below and the materials requested herein, I will contact you to schedule our first interview.

1. **This agreement** is consistent with the Court’s XXXX, order and is further 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 the terms and conditions of this agreement.
2. **Benjamin D. Garber, Ph.D.** is 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 Dr. Garber at www.healthyparent.com and/or to request his curriculum vitae, article reprints, and related materials. Be advised that Dr. Garber’s 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 Mental Health Practice.
3. **CCFE** (sometimes known as “custody evaluation”) is a process seeking to assess and integrate a great breadth of psychologically-informed data in order to generate child-centered recommendations. By agreeing to participate in this process, you understand that (a) CCFE is not a statistically reliable or valid process, (b) that Dr. Garber is a child-centered mental health professional who is neutral with regard to the adults’ conflict(s) and who brings no bias or preconception to this process with regard to either party’s 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.

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4. **Access to Parties.** Dr. Garber will be granted unimpeded freedom to interview any and all possible sources of relevant information. Generally, this would include such persons as (a) present and prospective co-parents and alternate caregivers; (b) housekeeper, baby-sitter, or daycare provider; (c) teachers, physicians, attorneys and therapists.
5. **Availability of Parties.** Parties will make themselves available to participate as specified herein. The duration and, in some instances, the cost of this process can be minimized when parties are punctual, flexible, and responsible in fulfilling the terms of this agreement and any other task that may be requested.
6. **Limited Confidentiality.** In order to allow the freedom of inquiry necessary to gather all information relevant to thorough and professional completion of this evaluation, parties acknowledge and accept a modification of the conventional limits of confidentiality. Specifically, parties grant Dr. Garber complete and unfettered freedom to reveal anything to anyone at his sole discretion, so as to allow a full exploration of all pertinent matters and allegations. As a professional trained and experienced in such evaluations, Dr. Garber will exercise every discretion in an effort to meet the children's needs first and foremost and to respect adult privacy to the fullest extent possible within the goals of this evaluation.
7. **Receipt of Others' Data.** Please provide this office with copies of any and all relevant documentation, paperwork, and records in any medium that you believe may be relevant to the present evaluation. Any such media received becomes a permanent part of this evaluation record. Further, parties will be asked to sign *Informed Consent to Receive Information* forms allowing Dr. Garber to obtain relevant information directly from others, e.g., teachers, therapists, physicians.
8. **The Evaluation Record.** All materials received, reviewed, and considered will be compiled along with Dr. Garber's work product and stored as a record of this evaluation for a term and in conditions compliant 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 Dr. Garber's objection should exposure of some or all of the record risk doing harm to any party.
9. **Ancillary Services.** On occasion it is necessary to employ another clinician to assist in the evaluation process as a specialist (e.g., conducting substance abuse evaluations) and/or as a consultant. Any such clinician will be bound by the terms of this agreement.
10. **Fees.** 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 XXXX 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.

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11. Retainer Against Costs. A retainer in the amount of XXXX dollars (\$XXXX.00) must be received in advance of the first contact. Costs incurred will be subtracted from this retainer at the hourly rate, as above. Should additional costs become anticipated, parties will be notified in writing as soon as possible. **The final summary report will not be released while any balance remains outstanding.** Excess funds will be returned to parties proportionate to parties' respective contributions promptly upon the conclusion of relevant litigation. A complete and detailed account of costs incurred will be rendered upon request.

12. Parties' respective responsibilities for costs are not this evaluator's concern. Parties are advised to settle the division of the costs inherent in this process well in advance. Parties are similarly free to seek health insurance or comparable reimbursement subsequent to payment but are forewarned that:

- (a) CCFE is a not health-related service and is usually 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 90899 or "unlisted psychological service."

13. Course of the Present Evaluation. The present evaluation seeks to advise the Guardian ad litem and the Court as to those parenting conditions best suited to the minor children's well-being. To this end, the following steps are presently anticipated:

a. Joint co-parent interview (as possible)	Hours =3.0
b. Individual interview with Mother	4.0
c. Individual interview with Father	4.0
d. Each co-parent complete instruments as determined by Dr. Garber	TBD
e. Individual interview with child[ren] (transported by Father)	3.0
f. Individual interview with child[ren] (transported by Mother)	3.0
g. Family observation (Mother and child[ren])	1.5
h. Family observation (Father and child[ren])	1.5
i. Child to complete rating scales	TBD
j. Observation at father's home	TBD
k. Observation at father's home	TBD
l. Consultation with allied therapists, teachers, physicians	TBD
m. Psychological testing for Mother	TBD
n. Psychological testing for Father	TBD
o. Psychological testing for Child[ren] as determined by Dr. Garber	TBD
p. Data review, organization, synthesis and report preparation	10.0-12.0

14. Feedback and Summary Report. Upon completion of this evaluation, Dr. Garber will prepare a detailed synthesis of the data in the form of an evaluation 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.

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- 15. Admissibility of These Findings:** The present evaluation is child-centered and impartial with regard to the adults' respective intentions. Parties must be aware that the recommendations to be included in the summary report will not carry the weight of the court and will be subject to judicial review. By signing this agreement and by participating in the process of this evaluation, parties agree to accept the final recommendations of this evaluation and acknowledge that to then litigate these same matters is only to subject the children to redundant and unnecessary stresses. Parties further acknowledge and accept that additional costs will be incurred should Dr. Garber be required to be deposed, to testify and/or to otherwise present his findings in any forum, such costs to be paid by the requesting party as an advance retainer.
- 16. Post-Evaluation Communications.** Dr. Garber will be glad to meet individually or jointly with parties to review and discuss the recommendations resulting from this evaluation upon request, such meeting(s) to be subject to the terms of this agreement and exclusive of retainer funds. Upon concluding this evaluation, Dr. Garber will not thereafter be available to provide any service in any capacity including, but not limited to psychotherapy, co-parenting facilitation and Parent Coordination.
- 17. Duration of this Agreement:** 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, Dr. Garber reserves 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.
- 18. Parties' Concerns and Complaints:** Acknowledging that a CCFE routinely leaves at least one party aggrieved, parties agree that concerns and complaints will be addressed directly to Dr. Garber in writing in the first instance. Should any such concern or complaint thereafter result in legal action, administrative hearing or review of any kind, the party bringing the complaint accepts full and complete responsibility for Dr. Garber's costs inherent in any such process, including but not limited to 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 child[ren]'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, 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 \$XXXX.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