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Parenting Coordinator Agreement

This document has been prepared in order to detail the terms and limitations under which I am available to serve as Parenting Coordinator. Please take the time to read this document in its entirety, to reach me with any questions or confusion and to consult with your co-parent(s) and legal counsel as you see fit.

Upon receipt of an initialed and signed copy of this document and the retainer as described below from all relevant parties, I will reach you to schedule our first meeting.

What is a Parent Coordinator (PC)? The role of PC is relatively new and may not yet be recognized by New Hampshire law. The PC is a child-centered professional with mediation-arbitration skills and training who agrees to be available over a specific period to assist conflicted co-parents to settle disagreements in their child(ren)'s best interests.

The PC is empowered both by court order and by parties' mutual consent to (1) meet with parties individually and/or jointly, (2) interview or observe the child(ren), (3) elicit relevant information from concerned others (e.g., individual therapists, teachers, physicians) and via direct observation or examination (e.g., visiting a proposed school) in order to assist the co-parents to better understand and meet their child(ren)'s needs.

In this context, "co-parents" must be broadly defined: In general, it is my wish to involve all adults who participate as primary caregivers regardless of biological, genetic or legal ties to the children. Acknowledging that in some cases this is inappropriate or undesirable, definition of who will participate in this process will be among our necessary first steps.

Of particular note,

1. I am a New Hampshire licensed psychologist and state certified Guardian ad litem. I am not a state certified mediator or arbiter. I am not an attorney nor a physician. My work across roles seeks to assist caregivers to better understand and fulfill their children's needs. I welcome you to learn more about myself at www.healthyparent.com.
2. When serving as a PC, I am not conducting psychotherapy. I will not serve as therapist to any of the adults singly or in combination, nor to the children. As a PC it is often appropriate, however, to refer one or more parties to engage in psychotherapy. It may also be necessary to exchange information with one or more parties' psychotherapists.

3. When serving as PC I am not a Guardian ad litem (GAL). In general, the GAL is responsible to conduct an investigation of a family in transition (e.g., divorcing) in order to make child centered recommendations to the court. The GAL does not mediate, arbitrate or otherwise assist parties in problem-solving. The PC, by contrast, engages in precisely these activities.
4. **Confidentiality.** I will make every effort to respect parties' confidentiality and the privacy of the minor child(ren) acknowledging the following:
 - (a) I will not keep secrets with or otherwise align myself with one party. Matters discussed with one party via any medium are subject to disclosure to the other party toward our larger goal of facilitating constructive, child-centered communication and consistency.
 - (b) My records may be subject to court review and/or disclosure to the court under subpoena or court order. In the instance of subpoena, a request for testimony, deposition or similar disclosure, the requesting party will assume responsibility for all costs payable in full as an advance retainer.
 - (c) My records may similarly be subject to release and disclosure in response to inquiry from relevant state agencies and licensing bodies.
 - (d) In any instance in which I fear for an individual's safety, I am responsible under the law to inform relevant authorities immediately. Should this occur, I will make every effort to alert you as soon as possible.
 - (e) Records can be released and others' records can be received with all legal guardians' written consent.
5. **Communications.** I strongly prefer that our communications occur in writing, preferably via e-mail with a cc: to the other party/parties. This assures that all parties are kept current and that a written record is maintained for later reference. In some instances, communications and consistency can be facilitated via the use of online resources such as www.ourfamilywizard.com.
6. **Process.** Our work together will typically progress through three steps:
 - (a) Initial familiarization/assessment. This will require a minimum of one (1) hour interview with each party individually and with the co-parents together. I will request that you complete a number of questionnaires and I may request the opportunity to meet with or otherwise observe the child(ren). The goal of this process is the establishment of a foundation upon which subsequent discussions and decisions can be based.
 - (b) Preliminary co-parents' meetings. It is often valuable (but not always necessary) to meet together between three (3) and five (5) times in one (1) or one and a half (1.5) hour blocks to establish improved communications and consistency. This investment can often help to minimize the need for urgent meetings subsequently.
 - (c) Urgent meetings are conducted at the request of at least one parent in response to an emergent, child-centered issue when parents' spontaneous communications and negotiations have failed. Please note that urgent meetings are not emergencies and do not concern safety. **As a PC I am not available to take emergency calls.** Any such matter must be directed to the police, to the local hospital emergency room or to relevant providers (e.g., therapist, physician).

7. **Scope:** As PC, my role is to assist co-parents to reach child-centered decisions in matters which might arise in the course of day-to-day functioning. This might include (as examples): A child's participation in a summer camp, sporting activity, music or athletic endeavor; the place and manner of transition between caregivers; matters which bear on the effective communication among caregivers; vacation plans and schedules. It is beyond the scope of my work as PC to mediate or arbitrate any matter which might contradict or alter an existing court order, most particularly changes of court-determined residential responsibility.
8. **Consultation:** In an effort to help you and your co-parents to better meet the child[ren]'s needs, I may need to consult with allied professionals as we proceed (e.g., attorneys, accountants, physicians). I will alert you to any such need in advance. My time involved in such consultation will be charged as below. The consultant's fee will be clarified in advance in every instance possible. Separate funding (e.g., advance retainer) may be necessary for any such consultant.
9. **Outcomes:** My goal is to facilitate parties' child-centered agreements. Failing this, I will determine an outcome best-suited to the child(ren)'s needs and relevant circumstances. In any such circumstance, one party may feel vindicated and the other may feel aggrieved. Such grievances can be directed to my attention in writing or in person but may not be brought before the child(ren)'s attention and are not grounds for non-payment of services rendered.
10. **Costs:** My time serving as a PC is charged at xxxx (\$xxx.00) per hour, inclusive of all time.
 - (a) All charges will be subtracted from funds received in advance via retainer. An initial retainer in the amount of xxx dollars (\$xxx.00) representing twenty (20) hours must be received prior to our first meeting.
 - (b) Retainer funds will be depleted as our work continues to a minimum of xxx dollars (\$xxx.00) at which time additional retainer funds will be requested consistent with anticipated time and charges, receipt of which is requisite to continued work.
 - (c) I assume that parties will divide costs equally unless otherwise agreed in writing.
 - (d) The full cost of a scheduled appointment will be incurred should one or more of the parties due to participate fail to arrive, reasonably allowing for extreme weather conditions, illness and injury.
 - (e) I will provide a full accounting of funds received and costs incurred upon request.
11. **Penalties:** Unfortunately, there are occasions in which one party brings frivolous matters before the PC in part to injure the other party through associated costs. In other instances, one party will more or less explicitly obstruct the child-centered process. In these and similar instances, I reserve the right to allocate costs to any such party, thereby relieving the other party/parties of such costs.
12. **Term:** Unless otherwise agreed and documented, this agreement will remain in force for a period of one calendar year from the date of this document. This agreement can be renewed by mutual agreement subject to any change of terms relevant at that time.

13. **Termination of services.** My role as PC will be terminated at the conclusion of the term of this agreement in lieu of a renewal of this agreement. It will be terminated prematurely if:
- (a) The foregoing terms are breached, including numerous absences and inability or refusal to keep retainer funds current
 - (b) If I believe that one or more parties are not participating in good faith
 - (c) If I believe that this process is not productive or somehow risks harm to anyone, including co-parents, the child(ren) or myself
 - (d) The court orders that services be terminated
14. **Grievances.** Because of the nature of the Parent Coordinator's role, parties should expect to disagree with my recommendations at least occasionally. With this expectation, parties agree to bring any complaint or grievance to my attention in the first instance. Should either party thereafter choose to exercise the right to bring the matter before an administrative body or the courts, the aggrieved party (a) waives any and all limits associated with confidentiality relevant to the matter and (b) accepts responsibility to pay all of my associated expenses and costs, including but not only legal fees and lost income, unless otherwise directed by the administrative body or court.

Respectfully submitted,

Benjamin D. Garber, Ph.D.

By initialing each of the foregoing pages individually and by signing below, you acknowledge complete understanding of and agree to the terms and limitations of the Dr. Garber's role as Parenting Coordinator (PC).

Please print your full name

Today's date

Please sign your name

What is your relationship to the
child(ren)?
(for example: Mother, Father, Legal
Guardian)

(_____) _____
Your day time phone

Please print your complete mailing address

(_____) _____
Alternate phone number

By providing an e-mail address below, you are (1) acknowledging that electronic transmissions may not be secure and may therefore divulge otherwise confidential information and (2) you are permitting Dr. Garber to contact you 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