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PRACTICE IN CLINICAL CHILD, CONSULTING AND FORENSIC PSYCHOLOGY

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# Parenting Coordinator Agreement

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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 from all parties and the retainer as described below, I will file this agreement with the court and thereafter reach you to schedule our first meetings.

**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 within the scope of the existing parenting plan and associated Court orders 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, generational 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 neither 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](http://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 or the children singly or in combination. 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 at my discretion toward our larger goal of facilitating constructive, child-centered communication and consistency.
    - (b) Certain state and federal laws protect the rights of minors. In particular, I may be legally prohibited and/or exercise my discretion so as to keep information received from or about a minor child from you. This means specifically that I may have access to data about your children that you do not. In general, this is most likely to apply to matters which would otherwise threaten the child[ren]'s safety, compromise a psychotherapy, and/or risk revealing matters of reproductive health, drug or alcohol use and/or HIV/AIDS status.
    - (c) 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 associated costs payable in full as an advance retainer.
    - (d) My records may similarly be subject to release and disclosure in response to inquiry from relevant state agencies and licensing bodies.
    - (e) 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.
    - (f) Records can be released and others' records can be received with all necessary and appropriate written consents.
  5. **Our 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](http://www.ourfamilywizard.com).
  6. **Record keeping:** I will maintain handwritten notes of our process in addition to print-outs of our (selected) electronic communications. I encourage you to do the same. In the interest of formalizing this record and minimizing ambiguity, we will decide early on how best to document our decisions. In some instances it may be necessary for me to formally document some or all such decisions in writing to each of you following our meetings. It may also be necessary as a function of the specific language of the empowering Court order to advise the Court as to these decisions and/or the course of our work together on a periodic basis.

7. **The sequence and process of co-parental decision-making:** By endorsing this agreement and participating in this process, you are agreeing that child-centered differences between the two of you will henceforward be approached in the following sequence of steps:
- (a) The first and best conflict resolution process occurs directly between the two of you: The parent first aware of an issue alerts his or her co-parent in a non-accusing, constructive manner. Opinions are exchanged without hostility, concessions are offered in the interest of serving the children's needs and a mutual decision is reached. While I remain involved as Parenting Coordinator, I will ask that any such decisions be recorded in writing and copied to my attention.
  - (b) No one can interfere with your right to consult with your legal counsel. I strongly encourage you to exercise this right as often as you deem necessary. I would further encourage you to consult with the adults whom you trust and rely upon, including your psychotherapist. Should such consultation delay your response regarding an issue raised by your co-parent, simply agree to postpone further discussion for a fixed and definite period (e.g., twenty-four to forty-eight hours).
  - (c) When and if a child-centered issue cannot be resolved in this manner, the next step should be to bring it to my attention. If I judge that the matter falls within my purview, I will ask that you collect relevant data, that we meet to discuss your respective positions and that we try to reach a mediated settlement. When this process fails, it is my responsibility to then either deliver a decision or defer the matter to the Court.
  - (d) In support of this process, I must ask that you instruct your attorneys to refrain from recommending or engaging in any other simultaneous and potentially conflicting conflict resolution process. To do so creates a, "too many cooks in the kitchen" dilemma. While I will always encourage you to seek your attorneys' advise, by entering into this agreement you accept that the first forum in which unresolved child-centered issues are addressed will through Parenting Coordination.
  - (e) The Parenting Coordination process cannot occur in a vacuum. This means that I will exercise my discretion in speaking with concerned others, including but not limited to your attorneys, your therapists, the children's therapists and teachers. By inviting this broad dialogue, I intend to assure that I have all relevant facts available when a Parenting Coordination decision is necessary.
  - (f) Although you each have the right to pursue any matter that might arise between the two of you through the courts in the first instance, by entering into this agreement you agree to comply with the foregoing steps first, before approaching the Court. Thus, it is my expectation that neither of you will bring a child-centered matter before the Court except in one of four conditions: (a) there is a legal reason that the issue must be brought directly to the Court, (b) I am unavailable or unresponsive to your request for intervention, (c) I have advised that I am unable or unwilling to

address the matter, or (d) I have addressed the matter but you disagree with the conclusion.

(g) **If and when I have addressed a child-centered conflict between you but you disagree with my decision, you agree to comply fully with my directive unless and until the Court directs otherwise.** To proceed otherwise cripples the Parenting Coordination process and subjects your children to unnecessary ambiguity, conflict and disruption.

(h) If and when the Court appoints a Guardian ad litem (GAL), the GAL will serve to investigate specific issues defined by the Court for a period and a purpose at the Court's discretion. In this instance, you release the GAL and the Parenting Coordinator to exchange all relevant information at any time in any modality in the interest of fulfilling the Court's wishes and serving the children's best interests.

8. **The Parenting Coordination process.** Our work together will typically progress through three steps:

(a) Initial familiarization/assessment. This will require a minimum of one (1) preliminary interview with each party individually and, as appropriate, with the co-parents together. I may request that you complete a number of questionnaires. I may also request the opportunity to meet with or otherwise observe the child(ren). The goal of this process is to establish a foundation upon which subsequent discussions and decisions can be based.

(b) Preliminary co-parents' meetings. I may request that we 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) In the typical course of this work, we will thereafter meet only as child-centered questions arise that the two of you have failed to mutually resolve. In these instances, we will make every effort to meet long enough in advance to allow adequate discussion, mediation, investigation and, as necessary, arbitration of the matter.

(d) Please note 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 professionals (e.g., therapist, physician) who do provide emergency services.

9. **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 schedule details. Unless all parties are mutually agreeable, 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 legal decision making authority or residential responsibility.

10. **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 experts in related fields as we proceed (e.g., attorneys, accountants, physicians). Whenever possible, 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.
11. **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 must 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.
12. **Costs:** My time serving as a PC is charged at XXX dollars (\$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 YYYdollars (\$YYYY.00) representing ten (10) hours must be received prior to our first meeting.
  - (b) Retainer funds will be depleted as our work continues to a minimum of ZZZ (\$ZZZ.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 cancel with fewer than twenty-four hours' notice, 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.
13. **Penalties:** Unfortunately, there are occasions in which one party is obstructive, non-compliant or brings frivolous matters before the PC in part to injure the other party through associated costs. 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.
14. **Term:** Unless otherwise agreed and documented, this agreement will remain in force for a period of one (1) calendar year from the date of this document. This agreement can be renewed by Court order or by mutual agreement subject to any change of terms relevant at that time.
15. **Termination of services.** My role as PC will be terminated at the conclusion of the term in lieu of a written and signed renewal of this agreement or its successor. 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.

Respectfully submitted,

Benjamin D. Garber, Ph.D.

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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 this agreement and 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

(\_\_\_\_\_) \_\_\_\_\_  
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

\_\_\_\_\_  
Please initial here