

BENJAMIN D. GARBER, PH.D.

PRACTICE IN CLINICAL CHILD, CONSULTING AND FORENSIC PSYCHOLOGY

VOICE 603.879.9100
FAX 603.879.9070

400 AMHERST STREET, SUITE 407
NASHUA, NEW HAMPSHIRE 03063

PAPABEN@HEALTHYPARENT.COM
WWW.HEALTHYPARENT.COM

20 May, 2016

Parent A
Address

Parent B
Address

In the best interests of: Child 1 (dob: XXXX)
 Child 2 (dob: XXXX)

Dear Co-parents,

I am writing in order to propose a plan intended to better understand and serve your children's needs, including and especially the quality of their relationship with each of you. This document outlines the terms and limitations under which I will be available to provide these services. Specifically,

1. I am a New Hampshire licensed psychologist with a special interest in assisting children whose parents are highly conflicted, separated and divorced. As such, my work is constrained by relevant state and federal laws and is overseen by the New Hampshire Board of Psychologists.
2. This agreement is written for your mutual understanding. Please feel free to discuss this with trusted adults and legal counsel as you see fit. This Agreement is not intended to be shared, in whole or in part, with any child.
3. This Agreement is intended to be consistent with the Court's order of XXXX, received in this office on XXXX. This order requires, in relevant part, that, "The parties [will engage] Dr. Ben Garber in family therapy with the goal of the reunification/rebuilding of the mother-daughter relationship and arranging regular schedule of parenting time between Child 2 and her Mother."
4. In providing this service, the family is my patient or client. In this regard, I am not working for either of you, but in your children's best interests.

Please initial here

5. I recognize and respect that your son is a legal adult. As such, he may not be subject to the Court's order. Nevertheless, I will ask that he be included in this process and, for the purpose of this Agreement, that he be considered a child. Given his adult status, I may ask that he endorse a separate Agreement in support of this work and I will need his endorsement if I wish to obtain records or otherwise communicate with professionals in his life.
6. Should this work continue beyond your daughter's eighteenth birthday in December of this year, it will be necessary to establish new terms and conditions at that time, relying in significant part on her independent endorsement of those terms. With all due respect to her age, I will refer to her as a child, as well.
7. It is important that all involved agree to present me as the children's helper working in conjunction with the other adults in their lives (e.g., individual therapists, pediatrician, teacher, coaches) and with the two of you to improve the quality of the family relationships. It is important that you make the children's time here both a priority and comfortable for them.
8. It is often the case that when children become more distant from one parent, they become closer with the other. As result, any intervention intended to facilitate one must be involved in both. Thus, I anticipate that our work together may progress as follows:
 - a. **Initial parent interview(s):**
 - i. In the ideal, I would like to interview the two of you and your respective parenting partners (without the children present) together for approximately two hours. In general, your mutual ability to cooperate and communicate to participate in a joint meeting of this nature will be the best predictor of your children's well-being.
 - ii. If, however, either of you feels unsafe or otherwise significantly discomforted in the physical presence of the other, I will ask instead to interview each of you separately for approximately two hours each.
 - b. **Initial children's interview(s):** I may then ask to meet with one or both of the children, singly or together, at least once. My goal is to assure that each feels comfortable here and to assess if and how we might thereafter proceed.
9. I retain the discretion to direct if and how any subsequent service might proceed at this point and at any point hereafter. This includes the possibility that I will judge that continuing efforts toward normalization of the child-parent relationships is not likely to be successful and/or poses an unacceptable risk of harm to any party.
10. If I advise that further steps are likely to serve the children's best interests, the course of this intervention may then include:

- a. **Aligned parent family meetings:** I will ask to meet with one or both of the children and the parent with whom they feel most comfortable (“the aligned parent”) at least once.
- b. **Distant parent family meetings:** If and when I judge that the child or children are ready, I will ask to meet with the children and the non-preferred (“distant”) parent. Should we proceed, I will ask that we plan ninety (90) minute meetings so as to allow the aligned parent to deliver the child or children into my care and then leave the property entirely, the distant parent to arrive, to participate in a meeting with the child or children, and then to leave the property entirely in advance of the aligned parent’s return to pick up the child or children.

To illustrate this plan:

10:00	Dad delivers Child 2, brief update with BG
10:15	Dad leaves the property
10:30	Mom arrives
10:30-11:15	Family therapy session: Mom and Child 2
11:15	Mom leaves the property
11:30	<u>Dad</u> returns to retrieve Child 2

- c. **Alternating family meetings.** The substance of this intervention is likely to occur through a sequence of alternating family meetings, meeting one week with the aligned parent and the child or children and the next week with the distant parent and the child or children. It may be necessary to adjust the existing parenting plan and/or to change existing school, after-school and/or work schedules to accommodate this plan.

As therapy progresses, I may request that you make further accommodations so as to allow the distant parent to transport the child or children and/or to enjoy time with the child or children in advance of or following these meetings (e.g., to go out to lunch or dinner, to enjoy a brief activity).

- d. I may request interim meetings with either or both of you (separately, as necessary) in order to keep current with the children’s well-being and to provide you with feedback. This may include recommendations that either or both of you engage in adjunct, supportive services including, for example, parent training classes, outpatient psychotherapy, and/or medication consultation.

Please initial here

11. I recommend that we maintain an open dialogue as this process unfolds via e-mail, copies to all adults, regarding the children's needs and well-being as a necessary foundation for your later child-centered collaboration.
12. I may request as a prerequisite to the continuation of this service that either of you or the children commence his or her own outpatient individual psychotherapy (or similar support) so as to facilitate this process. I may similarly require any necessary informed consents allowing me to coordinate services with such providers.
13. Please note that this work requires that we build an uninterrupted momentum toward the goal of helping the children enjoy a healthy relationship with both of their parents. The regularity and predictability of our meetings will be quite important. Multiple or frivolous cancellations of these meetings may be grounds to discontinue this service and may undermine the children's ability to trust and engage any similar service in the future.
14. Your genuine support of this service and belief that the children will benefit from the opportunity to make and maintain a healthy relationship with both of their parents is critical. Toward this end, all caregivers must agree not to denigrate one another, myself, or our shared plan in any way at any time to or around the children. I wholeheartedly support you in establishing your own personal psychotherapy or comparable supports to help you through this process and in your children's best interests.
15. By agreeing to participate in this process, you are waiving the conventional limits of confidentiality. I will have open access to exchange information with the children's therapist(s), with the Guardian ad litem, and with any other party whom I deem necessary and appropriate to this purpose. I will require that you sign informed consent ("release") forms as the necessity arises. As a general rule, I will respectfully decline to communicate directly with your attorneys in an effort to serve the children's needs, rather than those of the court.
16. Please understand that certain state and federal laws, administrative rules and ethical mandates may require disclosure of otherwise confidential information. These include but are not limited to:
 - a. I must alert concerned parties if and when I believe that any party poses a threat to another's safety. In the extreme this may include notification of child protective services and/or the police;
 - b. My records may be disclosed subject to subpoena or court order unless I believe that to do so will endanger an individual or compromise the children's well-being;
 - c. Federal protections may allow children of fourteen (14) years or older to prohibit me from revealing information about drug and alcohol use, reproductive health, and/or HIV/AIDS status.
 - d. My records may be subject to administrative review conducted by relevant oversight and regulatory bodies.

- 17. My time in this matter will be charged at XXX dollars (\$XXX.00) per hour, inclusive of all time except as described in the following item. I will request an advance retainer in the amount of XXXX dollars (\$X,XXX.00) representing the initial ten (10) hours of work. Funds will be depleted as services are provided. I will request that funds be replenished commensurate with anticipated services. Full funding of all such requests is a necessary precondition to the provision of subsequent services.
- 18. I will resist any effort to introduce this work into litigation. Should I be required to participate more directly in your litigation (e.g., summarize matters for the court, be deposed or testify, travel to and from such events), my time will be charged at the forensic service rate of YYY dollars (\$YYY.00) per hour, due as an advance retainer in an amount commensurate with all anticipated services from the requesting party.
- 19. Acknowledging that efforts to intervene in a child's or children's best interests with highly conflicted, litigating parties can leave at least one party aggrieved, by agreeing to participate in this service you agree that any such concerns will be addressed directly to my attention in writing in the first instance. Should any such concern thereafter result in legal action, administrative hearing or review of any kind, the party raising the concern accepts full and complete responsibility for my costs inherent in any such processes at the higher forensic service rate quoted above, 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.

I ask that each of you initial, sign, date and return this agreement in full and deliver the retainer funds as described in a timely manner. Upon receipt of these materials, I will contact you each in order to schedule initial appointments. Please don't hesitate to reach me at any time. I very much look forward to working with you in your children's best interests. I am,

Respectfully,

Benjamin D. Garber, Ph.D.

Please initial here

By signing below, I acknowledge, accept and agree to participate in and to fully support the foregoing plan, conditions and limitations:

Please print your full name

Today's date

Please sign your name indicating that you have read, understand and accept these terms.

Please sign your name indicating that you will allow Benjamin D. Garber, Ph.D. to communicate with the Guardian ad litem

Please print your mailing address (city, state and zip)

Preferred phone number

Alternate phone number

Please provide your e-mail address. By providing an e-mail address you are allowing Dr. Garber to communicate with you via electronic mail and you are acknowledging that electronic communications are not secure.