

FAMILY LAW CONSULTING, PLLC
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Agreement to Serve as a Testamentary Consulting Psychological Expert

Prepared for: Attorney name
Address
Address

IMO: Case caption
Identifier

Date: Today

Thank you for inquiring about my availability to serve as an expert in extant litigation. This document (“Service Agreement”) details the terms and conditions under which I will be available to provide this service. Please take the time to read this document through and to reach me at any time with questions or concerns. Upon return receipt of this initialed and signed document and retainer funds, as detailed below, I will be available to commence work in this matter.

1. I am a New Hampshire licensed psychologist with a special interest in serving the needs of children whose parents are highly conflicted, divorcing or divorced. Please feel free to learn more about myself and my practice including my work in the courts at www.FamilyLawConsulting.org. I have provided my curriculum vita under separate cover.
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 Psychologists.
3. You have advised that you are representing the Respondent (mother) in litigation concerned with the future allocation of parenting rights and responsibilities in the above captioned matter. You have requested that I provide consultation, expert opinion and/or testimony relevant to this litigation. To this end:
 - (a) I will work in your employ to provide expert opinion, consultation, empirical support and testimony, each as necessary and appropriate to the matter at hand, subject to our discussion and the terms of this Agreement.
 - (b) I will advise you regarding the guidelines, standards and practices relevant to the court-ordered child-centered family evaluation (a.k.a., “custody evaluation”) including review of the evaluation’s prerequisite Service Agreement or Contract, the evaluation’s necessary component steps, and a full critique of the evaluation’s final report, conclusions and recommendations.
 - (c) I will not meet with, interview, observe or assess your client or her children in any manner at any time except as may be incidental to providing the services described herein.

- (d) I will not coach, counsel or otherwise provide you or your client with direction that might undermine the validity of the court-ordered evaluation.
 - (e) Upon your request, I will assist you to develop litigation strategy, prepare interrogatories, depositions, examination or cross-examination of persons relevant to this matter.
 - (f) Upon your request, I will document or otherwise make my opinions known to others via deposition and/or testimony before the court as may be necessary and appropriate to my role and subject to the terms of this agreement.
4. **Although I am working in your employ, I retain the right to provide you with any opinion that I believe to be best suited to the needs of the children**, the responsibilities of my profession, and my professional affiliations. As such, my opinions may not be congruent with your litigation strategy or the needs of your client. To this end:
- (a) The opinions that I offer will represent my fullest understanding of the relevant scientific literature, standards of care and practice, and ethical principles;
 - (b) You are free to accept or reject my opinions, in part or in whole, at your sole discretion.
 - (c) This Agreement may be terminated at any time by either of us for any reason, said termination to be timely delivered in writing.
5. My records will be confidential and may be protected under the umbrella of attorney-client privilege. However,
- (a) Unless otherwise directed, I will assume that I am free to discuss any part of this matter in any medium with any member of your firm as circumstances might require, including, for example, your secretary or paralegal assistants;
 - (b) We may agree to communicate otherwise confidential or privileged information via digital media (e.g., e-mail) with the understanding that digital media may not be secure and may be discoverable;
 - (c) I will maintain my records consistent with relevant ethics and standards;
 - (d) If and when you disclose my role working as an expert in your employ, my records and/or knowledge of this matter may be subject to disclosure under subpoena or court order;
 - (e) My responsibility as a mandated reporter under the law and my commitment to the well-being of children require that I must alert child protective services, the police, and/or any other relevant public safety body if I believe that any person faces imminent harm; and,
 - (f) My records may be subject to review by administrative and licensing bodies.
6. All services in this matter will be charged at XXX dollars (\$XXX.00) per hour, inclusive of all time invested in this matter
- (a) Please provide preliminary retainer funds in the amount of YYYY thousand dollars (\$YYYY.00) representing the initial twenty (20) hours to be invested in this matter.
 - (b) Retainer funds will be drawn down as time is invested on an hourly basis, inclusive of all activities (e.g., review of the evaluation report, research regarding relevant methods, interpretations and conclusions, travel to and from deposition or testimony).
 - (c) Any additional costs incurred (e.g., meals, purchase of materials) will be deducted from retainer funds.
 - (d) I will request renewed funding commensurate with anticipated costs.
 - (e) All funding requests must be fulfilled promptly and completely.
 - (f) I retain the right to withhold work product and, in the extreme, to terminate services if funding requests are not timely fulfilled.
 - (g) I will provide you with a detailed accounting of funds received and costs incurred upon request and upon the conclusion of my involvement in this matter.
 - (h) Upon termination of my role any funds held in excess of costs incurred will be returned within thirty (30) days.
 - (i) The total amount of time and therefore the total costs of this service will vary based on the specific tasks that you request, the time and materials associated with each task.

7. This agreement remains in force for twelve (12) months from the date it is generated and is subject to renegotiation thereafter.
8. Should your role as Respondent's counsel be assumed by another attorney or firm for any reason, I reserve the right to negotiate terms under which my role might continue in the employ of successor counsel.
9. 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. 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, I am,

Respectfully,

Benjamin D. Garber, Ph.D.
New Hampshire Licensed Psychologist

I have read the foregoing. I understand and accept the conditions under which Benjamin D. Garber, Ph.D., will serve as a psychological expert in my employ.

Please Print Your Name in Full

Your Preferred Phone Number(s)

Your Signature

Today's Date

Please print your complete mailing address

City and State

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 in fulfillment of tasks incumbent in his role as expert consultant and subject to the terms of this Service Agreement.

_____ @ _____

Please print your e-mail address

Please initial indicating your
understanding and agreement