

The State of New Hampshire

Court Name: _____

IN THE MATTER OF: _____
DOCKET NO. _____

Stipulation as to Guardian ad Litem

NOW COME the above named parties, and the Guardian ad Litem, and hereby stipulate and agree as follows.

1. Pursuant to the order of the court, Ann Thompson Bennett, Esq. is appointed and shall serve as Guardian ad Litem of:

Child's Name	DOB
_____	_____
_____	_____
_____	_____
_____	_____

2. The issues to be investigated by the GAL are:

See Order of Appointment

3. The Petitioner shall pay a retainer to the Guardian ad Litem in the amount of \$_____. The Guardian ad Litem will bill at a rate of \$_____ per hour. The Petitioner will be responsible for _____% of the bill and the Respondent will be responsible for _____% of the bill.
4. The Court has ordered that Petitioner's / Respondent's payment of GAL fees will be made from the Office of Cost Containment Fund. Through the Office of Cost Containment the State of New Hampshire will provide a temporary loan to the Respondent to pay the Guardian ad Litem. This is a loan and must be paid back. The Respondent should contact the Office of Cost Containment (OCC) as soon as possible to establish the financial arrangements (603) 271-7098.
5. The GAL's investigation will begin upon receipt of the signed stipulations and questionnaire by both parties, and will include the following; all time spent on the case, including making/receiving phone calls, talking with parties, talking with references, review and writing of correspondence, report writing, preparation for court, and court sessions/hearings, meetings with parties, lawyers, references, children. Time is accounted for in increments of 1/10 hour. When the GAL travels as part of her job - mileage may be charged (currently \$.55 per mile). No expert witnesses, such as psychologists or other child development experts, shall be hired or consult in this matter without further order of the Court authorizing same, with payment to be determined at the time said expert is hired. The GAL agrees to use

her best judgment to keep the fees and costs as low as possible, consistent with protecting the best interests of the child(ren).

6. If the Guardian ad Litem requires reports or records, including but not limited to Criminal Records, Incident Reports, Medical Records, Driving Records, and Court Records in the course of her investigation, the parties agree that they will reimburse the Guardian ad Litem in full for those records obtained in proportion to the allocation of payment to the Guardian ad Litem as ordered in the Court's Order of Appointment.
7. The fee limit for the above matter is \$1000.00, per Administrative Rule 17. The parties acknowledge that this limits the GAL's investigation to 16.6 hours, inclusive of Court appearances, home visits, travel for same, and conferences with parties, children and references. The Court will be billed according to Court administrative rules for same. The parties acknowledge that the GAL may need to ask the Court for permission to exceed the fee. The parties agree that if a motion to exceed the fee limit is necessary, the parties will not oppose such a motion.
8. In the event this case is settled, has gone to trial, or is otherwise resolved, or the GAL no longer serves in that capacity, the GAL will file a Withdrawal from the case. Further work will depend on reappointment by the Court.
9. The individuals to be interviewed by the GAL are as follows:
 - a. **For the Petitioner:** Petitioner, Petitioner's spouse or live-in, school/daycare personnel, other persons identified in the Questionnaire, after discussion with the GAL.
 - b. **For the Respondent:** Respondent, Respondent's spouse or live-in, school/daycare personnel, other persons identified in the Questionnaire, after discussion with the GAL.
 - c. **Miscellaneous:** Pediatrician, DCYF, Counselors

The parties, in their questionnaire, shall provide the GAL with addresses and telephone numbers of their references. The GAL will attempt to contact each reference by mail with a request that that reference contact the GAL. If the GAL has not been contacted by a particular reference, it is the responsibility of the party providing that reference to have that person contact the GAL. At the discretion of the GAL, references will be contacted by mail or by telephone, unless there is a particular need to interview the reference in person, or it is more convenient to do so. The parties understand that due to the Court's time limitations or the nature and focus of the investigation the GAL may choose not to contact all references provided by the parties and under certain circumstances may choose not to contact any personal references if in the GAL's opinion references would not influence the investigation due to the nature and focus of the investigation or the availability of third party information.

10. By signing this agreement, I/we further agree to cooperate in every possible way with the GAL, including executing any necessary authorization(s) for the minor children, setting up appointments and/or supplying information about any person(s) who may have pertinent information concerning them and/or the minor

child, and keeping the GAL informed of any changes in circumstances effecting this case.

11. By signing this agreement, we further understand that the GAL's report and/or recommendations will be made available to parties only. We understand and agree that any such report/recommendations are confidential and agree not to share said report/recommendations with any non-interested party to this matter. In addition, certain portions of the GAL-children communications and/or GAL investigation may be confidential, at the discretion of the GAL. The GAL agrees to maintain confidentiality in the event she believes disclosure of certain GAL-children communications or parts of the investigation might result in potential harm to the child. Any disputes regarding such shall be brought to the Court's attention.
12. The parties understand that failure to follow the requirement of this Stipulation, or to cooperate with the investigation, may result in the GAL's withdrawing from the matter.
13. The GAL is a full party to all proceedings, and will be copied on all correspondence and all pleadings filed with the Court.
14. The parties agree that they shall furnish to the GAL within 7 days of receipt of a particular request, such information or authorizations requested.
15. The parties further agree that the GAL may release otherwise confidential information and/or documents and reports, including but not limited to DCYF reports, medical records, and GAL reports to counselors, therapists and other mental health professionals providing services to the children without the need to obtain prior court approval. The parties and the GAL understand that any information or documents released to mental health providers will become part of the child(ren)'s mental health records and will be subject to the same confidentiality provided to the children's other mental health and counseling records.

THE PARTIES UNDERSTAND THAT THE COURT HAS REQUIRED THE GAL FILE HER STIPULATIONS BY «Children GAL Stipulations Due». IF THE GAL HAS NOT RECEIVED EITHER PARTY'S SIGNED STIPULATIONS AT LEAST 10 DAYS PRIOR TO THE COURTS DEADLINE THE GAL WILL NOTIFY THE COURT OF THAT PARTYS FAILURE TO COOPERATE WITH THE INVESTIGATION.

Date

Date

Petitioner

Attorney for Petitioner

Date

Date

Respondent

Counsel for Respondent

Date

Ann Thompson Bennett, Esq. (GAL)