

GUARDIAN AD LITEM ADVISEMENT FORM

Child(ren)'s Names: _____

Cause Number: _____

I, the undersigned, understand that as designated in the Guardian Ad Litem (GAL) Appointment Order in this case, the court has appointed **Monika Logan, M.A., LPC, LSOTP** of **Texas Premier Counseling Services, PLLC**, as **Guardian Ad Litem (GAL)** for the child(ren) in this case. I understand the GAL is serving as an extension of the court.

I further understand that my meetings and interviews with the GAL are for the purpose of assisting the court and the parties involved in making decisions in the best interest of the child or children involved. I acknowledge that the services of a GAL are intended to be objective, independent, and in conformity with recognized best practices as appropriate to the specific situations of this case.

I understand that the GAL will attempt to obtain relevant information from all sources needed to address the issues before the court. I understand and acknowledge that the GAL will use their professional discretion in making any and all decisions regarding who must be contacted, how extensive those contacts will be, and what information should be obtained and reviewed.

I understand that that although I may be providing payment to the GAL they are working for the court, under court appointment, and their recommendations may or may not favor my position or be something that I am in agreement with. I recognize that I may refuse to participate as directed by the GAL, and acknowledge that the nature and extent of the consequences of any refusal to participate should be discussed with legal counsel.

Retainer: A **\$4,500.00** retainer equal to **ten (10) hours** of service (**\$2,250.00 per party**) is due in advance. The court may order each participant to pay an equal share of the fees, assign one participant to pay all costs, or order a disproportionate split of the fees for services. At least half of the retainer must be paid prior to scheduling the first interview, and the remainder must be paid at or before the first interview.

Fees: Fees are charged at a base hourly rate of **\$225.00** per hour, rounded to the nearest **15-minute** increment. This includes all services including reviewing documentation, records management, meetings, correspondences, phone contact, email, legal expenses, consultation with other family service providers, and any other time spent working on the case. I understand I am responsible for any and all fees incurred by the GAL in relation to this case, and any and all work done by the GAL in relation to this case.

Payment must be made by check or money order made payable to **“Texas Premier Counseling Services.”** Please note that no electronic payments are accepted. Services may be charged against the retainer provided that the parties continue to fully replenish the retainer when billed. If a party is late in replenishing the retainer services may be suspended until such time as the retainer is replenished. Should the services no longer be needed, refunds will be issued only if there is remaining retainer on account for the case, and then only up to the amount of retainer on account. Should one side fail to provide full payment issues of reimbursement may have to be addressed to the court.

Other costs: Each of the parties is responsible for any fees for production of third-party records or other information related to services. Costs for copying of records by the GAL and other administrative costs will be deducted from the retainer. Copies of records produced by Texas Premier Counseling Services are billed at the same fee as charged by the Collin County District Clerk's office. Time in administrative tasks, including correspondence to parties, attorneys, or reports to the court, is billed at the GAL's standard hourly fee. Additionally, cancellations of any appointment with less than **72** weekday (*Monday through Friday, excluding holidays*) hours' notice will result in the canceling party being billed the entire service fee. Returned checks will be charged the maximum fee allowable under law.

Travel: There is no additional travel fee for work conducted in Collin, Dallas, or Denton Counties. If it is necessary to travel outside of these counties an additional travel fee may be charged. Travel time is charged per hour, rounded up to the nearest 15-minute increment, at half the base hourly rate (*see above*).

For cases requiring airline or overnight travel, I understand that fees are charged for travel time and travel expenses. Such travel time is logged as any time spent between originating airport and hotel, and is charged as noted above. Travel expenses include the full expense of the airfare, a hotel room, and a rental vehicle with gasoline reimbursement or taxi fees. An additional travel retainer will be calculated based on expected travel time and expenses and is due before any travel arrangements will be made.

Unanticipated Costs: I understand and acknowledge that unanticipated circumstances may necessitate additional hours of service outside those estimated in the retainer. These include, but are not limited to: additional interviews; extensive telephone contact time; additional document review; any and all procedures to assess fresh allegations or issues which were not included in the original retainer estimate; and other case specific factors.

Services not Provided: I understand and acknowledge that the GAL is not providing, nor am I requesting, therapy, counseling, or any form of treatment. Should these or other service needs be indicated appropriate recommendations will be made. I understand that the GAL is not providing a Custody Evaluation, Mediation, Parenting Coordination, Parenting Facilitation, or any other service outside of this appointment as Guardian Ad Litem.

I understand that the GAL is not an attorney, and that if I have any questions regarding legal matters I should consult with an attorney. I understand that it is inappropriate for someone not trained as an attorney to respond to questions concerning legal matters and recognize I cannot request the GAL to do so. I understand I am to provide my attorney copies of any information that I provide to the GAL so that proper discovery procedures may be complied with if necessary. I understand that the GAL will not review any audiotapes or videotapes unless all attorneys have been provided copies.

Professional Practice Statements: For the purposes of reporting violations of licensing rules or regulations, the Texas Behavioral Health Executive Council can be contacted by mail at 333 Guadalupe St., Ste. 3-900, Austin, Texas 78701, and/or by telephone at (800) 821-3205.

I understand and acknowledge that the outcome of this process may or may not favor my position or be something that I am in agreement with. I understand that complaints regarding conclusions and recommendations by the GAL

must be directed to the court, and that the licensing boards handle only complaints regarding violation of licensing rules and regulations.

I understand that the program director is custodian of records for Texas Premier Counseling Services. In the event of the program director's death, incapacity, or termination of practice, custody and control of records maintained by Texas Premier Counseling Services will be turned over to a successor as selected by the program director.

Insurance Coverage: I understand that none of the services provided by the GAL in this case are covered by insurance as the evaluation is for legal (**not medical**) purposes, and is not therapy or any other regulated professional service.

I have been informed, and I understand that any communications or statements by me or the child(ren) will not be privileged or confidential and that:

- The GAL may be required to testify in open court in the course of litigation. Any information provided to the court may become public record.
- The GAL is required to make a report to the court and the attorneys of record. A copy of the written report and the written materials provided to the court are provided to the attorneys of record and clients who represent themselves at the time the report is filed with the court.
- All information provided to the GAL will become part of the GAL's records and is available for review by the attorneys of record and clients who represent themselves. Information will be released following written request from attorneys or clients who represent themselves.
- The GAL may confer with mental health professionals, doctors of medicine, education and child care personnel, personal references, other governmental entities, attorneys of record, and such other persons as have or need information as necessary.
- The GAL may be required to disclose situations where clients are a danger to themselves or someone else; abuse, neglect, or exploitation of a child, elderly, or disabled person; or as otherwise required by law.

Do not sign this form unless you have read and understood it.

Signed this _____ day of _____, 20_____.

Signature

Printed Name