

# Kelley A. Baker PhD LPC

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## GUARDIAN AD LITEM SERVICE DESCRIPTION AND AGREEMENT

A guardian ad litem (“GAL”) is appointed by the court as a child advocate for the purpose of ensuring primacy of the child’s best interest. As your child’s guardian ad litem Dr. Baker will:

- 1) Monitor parental compliance with court orders.
- 2) Assess the family’s overall functioning.
- 3) Evaluate the child(ren)’s emotional functioning and the impact of parental behaviors on the child(ren).
- 4) Appraise the co-parent relationship and the degree of cooperation between parents.
- 5) Assess and maintain the child(ren)’s emotional and physical safety at all times.
- 6) Appraise the degree of family support.
- 7) Provide Final Recommendations in the best interest of the child/ren which may or may not support parental opinions about the best interest of the child/ren.

Information is gathered through interviews, collateral reports, and review of court documents and other documents from specific entities or individuals. This information is typically compiled into a report and submitted to the court in the form of recommendations for auxiliary services, if needed, and may include recommendations for custody.

Costs associated with GAL services are typically divided equally between parents unless there is a prior agreement to do otherwise, such as a court order specifying how costs are to be distributed between the parties. Distribution of costs is a matter that must be determined by the parents, attorneys, or courts prior to referral.

### **Referral and service process**

1. An attorney for either party may initiate contact for the purpose of referral. Otherwise, both parents must contact the Kelley Baker or administrative staff to discuss attaining services. Assuming Dr. Baker accepts the case, each parent will make their half of the retainer payment either prior to or on the first visit.

2. The parents and their attorney are responsible for providing pertinent documentation / reports regarding the case to the GAL to be reviewed prior to setting any meetings. A list of documents needed from each parent is on Dr. Baker’s website in the GAL section.

3. Each parent will contact Dr. Baker's office to schedule the appointments. All members of each family will be seen by Dr. Baker. If one parent has a fiancé or significant other –they will also have a session. If step-children are part of a family-they will have a session also.

4. Each parent will schedule sessions between the GAL and the child(ren) at times when the child(ren) are under his/her care. The initial sessions will take place in the GAL's office. Thereafter, the GAL will schedule times to observe and / or interact with the child(ren) in her/his natural environment, whether at school, home, or elsewhere. These sessions will be scheduled and conducted at the discretion of the GAL.

5. Each parent will have approximately three-four sessions. The children will have approximately two. Additional sessions may be scheduled if Dr. Baker needs additional information. A home visit will be conducted for each family. Whoever lives in the home needs to be present during the home visit.

6. Prior to the first session, parents may provide signed consent forms permitting the GAL to communicate with other service providers. For example- attorneys, therapists, teachers and child care providers. Each party will provide three references –not family and work supervisor contact information.

7. The GAL will meet with each parent individually. These meetings are scheduled for approximately 55 minutes in duration for the purpose of becoming acquainted with / learning about the parents, their family histories, the children, and current issues. Sometime additional sessions are required to follow up on a situation or to provide more insight.

8. The GAL will compile information into a report which will be submitted to the court, whether in the form of written documentation or through personal testimony.

**Cost and Payment:**

1. This service is provided at the cost of \$300 per hour, pro-rated by quarter hour entered. Your account will begin with a \$6000 retainer to be split equally between parents and paid in advance of service or according to legal orders. If there are more than four children between the parents and/or more than two parents seeking custodial rights and/or out of town travel over 45 miles, the initial retainer is \$6000 or determined by Dr. Baker in the situations where flight cost and hotel accommodations are required.

2. The retainer will be used for individual meetings, review of documentation, phone calls, written correspondence (including email), attorney consults, mediation, written reports/recommendations and any other form of communication that needs to occur in order for me to provide service in the interest of your child.

3. In the event the process takes less time than estimated, the balance will be returned. Should the process take longer, parents will be billed accordingly.

4. Alternatively, parents may be asked to increase the retainer as service continues. Out of office meetings, such as home or school visits, correspondence with attorneys, parents, or the court (I.e.,

letters, emails, etc.), or any type of activity required on behalf of your case will be accounted for and billed accordingly. Failure to maintain current fees may result in service delay or termination of services.

5. Email communication with Dr. Baker is billed in 10 minute increments which is \$51.00. When email correspondence is lengthy and complex, the client will be billed for the time it takes to read the email, at the quoted rate above, but Dr. Baker may require that the party schedule a face-to-face appointment to discuss the contents of the email.

6. Reimbursement of retainer fees left unused will be issued within 30 days of written request to Dr. Baker. Requests for refunds may require a legal order stating that Dr. Baker's appointment is complete.

7. A statement will be provided to each party prior to the report being sent to the attorneys. If the process is lengthy, you will receive a statement before the end. The GAL services Dr. Baker provides are to determine the best interest for the child(ren). Therefore, all fees are billed to each party in half (unless otherwise noted in court orders).

NOTE: If one party ceases to pay their share of the fees, Dr. Baker will file enforcement for payment with the court. However, GAL services will still need to be paid in full for Dr. Baker to continue providing services, even if that means one party must begin to cover the expenses 100%.

The party who is covering more than their court ordered share of the fees will need to arrange reimbursement from the other parent.

### **Guardian Ad Litem Agreement**

1. The participants, 1) having obtained independent legal advice, or 2) upon the order of the courts, or 3) by joint agreement, (circle all that apply) have agreed to retain Kelley A. Baker, PhD, LPC as a Guardian Ad Litem for \_\_\_\_\_ (child(ren)'s name(s).)

2. The parents agree to pay a retainer fee in the amount in the form of cash, check, credit/debit card\* or money order, payable to Kelley A. Baker, PhD, in advance of service. Such funds will be divided equally by the parents or otherwise as predetermined between themselves or as ordered by the courts. *If exception is made to the amount of the initial retainer, the clients agree that NO work will be performed if the account is not replenished once it reaches \$500.00. Clients are emailed a statement as services are provided.* \*All credit/debit transactions are subject to a 1.4% processing fee.

3. The parties agree that Dr. Baker will NOT be held responsible for unresolved issues and/or damages of any kind resulting from work that is not done due to the parties not replenishing their account when asked.

4. The parties to this agreement shall not bring any actions for damages or any other claims of any kind or character against Kelley A. Baker, PhD, for any acts or omissions under the terms of this agreement.

5. Clients may only record sessions, phone calls, and/or discussions of any kind with written permission of all parties present, including Dr. Baker. Violation of this policy may result in termination of your services and withdrawal from your case, as well as any legal action allowed to the parties by the civil laws of the state.

6. The parents understand and appreciate that Kelley A. Baker, PhD, has a duty to report any concern related to abuse or neglect of any child or elderly person who may be unable to protect her/himself.

7. Parties understand the appointments are not considered 'counseling' for anyone involved. This appointment role is not under jurisdiction of the LPC Board.

**MY SIGNATURE BELOW ACKNOWLEDGES THAT I HAVE READ AND FULLY UNDERSTAND THE SERVICE DESCRIPTION and AGREEMENT CONTAINED IN THIS CONTRACT. ANY QUESTIONS I MAY HAVE HAD ABOUT THIS STATEMENT HAVE BEEN ANSWERED TO MY SATISFACTION.**

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Printed Name

Client Signature

Date