

Fee Agreement for Guardian Ad Litem

Please read the following and indicate your understanding by initialing as appropriate:

_____ Guardian Ad Litem. A **Guardian ad litem** (GAL) is a person appointed by the court to represent the best interests of a child or another vulnerable individual during legal proceedings, especially when the individual cannot represent themselves due to age, incapacity, or other reasons. The GAL's primary role is to ensure that the rights and welfare of the person they represent are considered in decisions made during a legal case. A GAL is typically appointed in

- **Child custody cases:** In divorce or separation cases involving children, a GAL may be appointed to help the court decide what arrangement would be in the best interests of the child.
- **Child abuse or neglect cases:** In cases where the child is alleged to have been abused or neglected, the GAL helps ensure that the child's safety and well-being are prioritized.
- **Adoption proceedings:** A GAL may be assigned to ensure the child's needs and preferences are considered in adoption decisions.

The specific duties of a GAL can vary depending on the jurisdiction and the type of case, but in general, their focus is the child's welfare rather than representing any specific party in the case. Opinions about custody, access, and legal decision-making can be included in these evaluations. This agreement is intended to outline the fees associated with these evaluations. There are some instances where Dr. Baker is appointed GAL and Custody Evaluator.

_____ Examiners. Kelley A. Baker, PhD and its employees/assistants are referred to as the "examiner" in this agreement.

Kelley A. Baker PhD LPC-S

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_____ Examinee. The examinees are the litigants named in the court order in an evaluation relationship, unless otherwise agreed upon in writing or by court order. The examinee is the financially responsible party.

_____ Fees. All payments should be made to Kelley A. Baker, PhD. Fees for service shall include, but not be limited to, charges for consultations, interviews, examinations appointments, collateral appointments, broken and cancelled appointments, reviewing printed materials, phone calls, emails, scheduling, travel time, file preparation, preparing and providing reports, affidavits, and testimony, obtaining copies of court testimony, and staff and research assistant time. No matters are accepted on a contingent or “flat fee” basis. Because examinations, declarations, affidavits, depositions, consultations, and testimony require considerable preparation time and the reservation of multiple hours, the examinee is responsible for the time that is reserved for all services. Time will not be reserved until the retainer payment for the requested time is received by the retaining party. Even in the context of a subpoena or court order, the examinee is still financially responsible for the time the professional spends in court or for preparation for court. Time reserved represents all services in or out of the office. Includes travel time, all legal proceedings, administrative work pertaining to your case, all telephone consultations, including those missed or broken. Also includes time spent for emails of substantive nature. Time is charged in one twelfths hour (5-minute) increments. The exception for this is court and deposition time (see Court Costs).

Dr. Kelley Baker bills at \$300 an hour.

Administrative Tasks are billed at \$75 an hour.

There will be a charge of \$200.00 for providing a copy, paper or electronic, of the file, plus copying time spent by administrative assistant, messenger, shipping, and long-distance charges, for all copying, faxing, and delivering of materials (routine copying will not incur costs). No copies or documents will be provided unless the fee for copying has been paid.

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_____ Retainer. A retainer of \$6000 is due before appointments will be made with the examiner. Each party is required to pay 50% of the costs, unless the fees are apportioned differently in the legal order. Regardless of the original source of the funds, the retainer will be credited to the account of litigant(s). The retainer is a credit balance against which fees shall be charged. 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 \$7500 or determined by Dr. Baker in the situations where flight cost and hotel accommodations are required.

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.

In the event the process takes less time than estimated, the remaining funds will be returned within 30 days. The remaining funds will be returned to the party from which it was received. If services are terminated after the evaluation has gotten underway, the services already provided will be billed at the regularly hourly rate of the professionals involved and the remaining retainer will be returned to the party from which it was received. The examiner shall return any unused remaining portion of the retainer to the payer within 30 days, when the GAL has been legally dismissed from her role.

The actual final cost of forensic services in any particular case varies tremendously depending on the amount of time spent by the examiner, the amount of contact with the parties and their attorneys, the number of other family members to be evaluated, the amount of information to be read, the number of collaterals to be contacted, the degree of complexity of the matter and the length of the examiner's report. The examiner's fees are likely to substantially exceed the initial retainer. Examinees should anticipate that additional retainers will be required as outlined above. Additional retainers and fees shall be

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paid promptly when requested by the examiner. Services will be suspended or terminated if retainers or fees are not paid when requested. Testimony, reports, file documents, and opinions will not be offered, written, or released until account balances are current and retainers have been paid or replenished. Payment is due and payable prior to the time of service. Payment due that exceeds any remaining retainer credit balance is to be made promptly upon receipt of monthly billing statements.

Should a check be returned by the bank for any reason whatsoever, a \$25 returned check fee will be due. Payments not used will be returned to the payer.

_____ Payment of Retainer and Fees. Kelley A. Baker PhD accepts cash, check, or credit card/debit payments through QuickBooks. *Payment may be made in the form of personal check, cash, or credit card. All credit/debit transactions are subject to a 1.4% processing fee.*

_____ Appointments and Cancellations. Because the scheduled appointment time is held exclusively for one person or task, advance notice of cancellation is required. The examinee shall keep the examiner advised of any cancellation or postponement for any scheduled appointment. Late arrivals will be charged from the original scheduled appointment start time. If you are 30 or more minutes late, your appointment will be released, and the professionals may not be available if you arrive after this time.

Cancellation charges for all other cancellations and broken appointments are outlined as followed:

- 48-hr (2 business days) cancellation policy for court appearances or depositions.
- 24-hr (1 business days) cancellation policy for office appointments of 1 hour or longer.

The examinee will be responsible for the fees associated with any cancellation unless you have given notice within the above referenced cancellation period. Because the examiner participates in many forensic matters, there may be occasions when she/he may have to reschedule an appointment with minimal notice because the examiner has been ordered to

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appear in court. Keep in mind, when your case goes to court, it will be privileged above other referrals at that time as well.

_____ Court Costs. Time spent in court giving testimony, oral deposition, or in mediation are billed in ½ and whole day increments and include travel time at \$1200 for ½ day and \$2400 for a whole day. Travel time outside of Williamson County will be charged at \$300.00 per hour. ***The deposit is due one week prior to the court date.*** Consultation may occur whether Dr. Baker is scheduled to testify or not. Time spent talking with your attorney includes phone time and emails.

The time will not be scheduled until the deposit has been made. The fee remains the same even if Dr. Baker is released early the day of the hearing. Dr. Baker prepares for court 1-2 days in advance. If your court date is cancelled or rescheduled within 48 hours of the agreed upon testimony date, you will still be held responsible for the time spent on preparation. A report to the court is a written document that is prepared in a particular format, which enables an attorney to file the report with the court. Written Recommendations are generally billed at a one hour minimum. This is usually in lieu of a testimony and often used at mediations. In this statement, Dr. Baker is asked to provide a recommendation for visitation, residency, or some other factor affecting the children. Fees will be assessed for hours that require her to be on stand-by, or available by phone.

_____ Collection. If an account is overdue for 30 days or the examinee has made it known he/she is refusing to pay their invoice, it may be sent for collection either through an agency or through small claims, contempt of court, or other legal avenues. The responsible party shall pay all reasonable costs of collecting the bill, such as Dr. Baker's hourly rate for time spent dealing with the delinquency, reasonable attorney's fees, and court costs. The 20% collection charge, as well as interest as set forth in this agreement, shall be added to the bill and shall become part of the financial responsibility at the time the account is sent to the collection agency or is pursued through legal channels.

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In the event that legal action is instituted to collect fees and charges, the responsible party shall pay all additional reasonable costs and fees resulting from the suit as outlined above.

_____ Termination. Subject to the “Fees and Payments” and “Appointments and Cancellations” provisions as stated above, this agreement may be terminated at-will the examiner at any time. No services, including but not limited to consultations, reports, opinions, or testimony, will be provided after the examiner’s services are terminated.

Client Name (Printed)

Client’s Signature

Date