



Guardian Ad Litem Advisement Form

Cause Number: _____

Children's Names: _____

I, the undersigned, understand that as designated in the Guardian Ad Litem (GAL) appointment order in this case, the court has appointed Bradley S. Craig, LMSW-IPR, CFLE client services director of Between Two Homes, LLC, as 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.

Intake

In order to begin services with families, a copy of the Order, a copy of all additional current orders related to coparenting and the children, and the following must be on file for each adult:

1. a fully completed data form including fax or e-mail addresses for professionals
2. a fully completed intake form
3. attorney release form with all attorneys of record listed
4. mental health professional release form
5. medical release form
6. a consent for teleservices
7. a non-modified signed copy of this advisement form with my initials on each page
8. notice of privacy practices
9. a \$1000.00 retainer

Assuming the GAL agrees to accept the referral, additional information may be required depending on the order of the Court.

Additional Information

Contacting the GAL: The GAL will not engage in phone communication with parents without advanced consent. Any calls made to the GAL by a parent or their associates will not be returned, and any messages left will result in transcription charges to the parent as outlined in their financial obligations. Parents should initiate communication with the GAL via email to brad@childreninthemiddle.com prior to case acceptance. All information must be submitted to the GAL via fax or in digital format via e-mail or through Our Family Wizard if the parents have an account. After the appointment is accepted, parents should refrain from e-mailing the GAL unless specifically requested. The GAL may respond in writing as appropriate, which may include scheduling further appointments with one or both parents before providing detailed feedback.

Confidentiality: By the way of a release, all mental health professionals, judicial staff, attorneys, ad litem, visitation supervisors, medical professionals, childcare providers, educators, daycare providers, and significant others involved, and previous or current custody evaluators are authorized to disclose information directly to the GAL. In turn, the GAL is authorized to discuss significant information with these individuals or service providers in order to assist in the process.

The GAL is **required to report** certain matters, such as incidents of **child abuse or threats of physical violence or self-harm**. Confidentiality does not extend to these matters.

Emergencies: GAL is not an emergency service. If an emergency occurs during the time families are receiving services, the parents are to call 911 or other crisis intervention services.

Disruption: GAL services may be initiated where there have been allegations (confirmed or otherwise) of violence or threats of violence. Most, if not all, meetings will take place virtually. However, if an in-person session occurs, while appropriate precautions will be taken to ensure the safety of participants, a guaranty that no harm will occur is neither stated nor implied. Special arrangements may be made to allow for increased security, such as changing arrival times if there is a Protective Order in place and a request by either parent.

Parental Financial Obligations

Financial Understanding: By my initials below, I understand that although I may be providing payment to the GAL, the GAL is working for the court, and the recommendations made by the GAL may or may not favor my position or be something that I am in agreement with. I understand I am responsible for any and all fees incurred by the GAL in relation to this case, and any and all time spent working on this case by the GAL.

Fees: Fees \$250.00 are charged 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.

With the exception of the initial retainer, payments for services must be the day the invoice is posted.

Payment must be made by check, money order, or P2P services such as PayPal or Zelle made payable to "Between Two Homes". 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, if there is remaining retainer on account for the case refunds will only be issued on request and then only up to the amount of retainer on account. Requests must occur within 60 days of closing the case file. Should one side fail to provide full payment issues of reimbursement may have to be addressed to the court.

Retainer: The initial retainer equal to ten hours of service per party (\$2,500 x 2=\$5,000) is due in advance prior to the GAL initiating services. 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.

Cancellations: If an appointment is scheduled with the child(ren) or a parent and a parent needs to cancel a session, they must submit a written notice at least 48 business hours prior to the scheduled appointment. Business hours are defined as Monday through Friday, excluding federal holidays. For instance, if an appointment is set for Friday at noon, the cancellation notice must be received by Wednesday at noon. Conversely, if the appointment is on Monday at noon, the notice is due by Thursday at noon. Arriving more than 15 minutes late, whether in person or virtually, will be treated as a cancellation. If a parent leaves a session early, the remainder of the time for that session will be charged to that parent.

Cancellations made with insufficient notice will result in the cancelling party being charged the full fee for the scheduled session, with payment due upon receipt of the invoice.

If the Order appointing the GAL stipulates that only one parent be financially responsible and the other parent cancels without the 48 weekday business hours of the scheduled appointment notice, the canceling parent is still responsible for that charge.

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 Between Two Homes, LLC are billed at the same fee as charged by the Denton 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. Returned checks will be charged the maximum fee allowable under law.

Travel: There is no additional travel fee for work conducted in North or East Texas. 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 (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 first class 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.

Formal appearances: I understand that if I or my attorney requests a court appearance, deposition, or participation in any type of settlement conference by the GAL there will be a minimum charge and deposit of eight hours at \$250.00 per hour (\$2000.00) per day for live attendance or a deposit of four hours at \$250.00 per hour (\$1000.00) for virtual attendance per professional requested. If the court or both attorneys request a court appearance, deposition, or participation in any type of settlement conference by GAL, these fees are split unless otherwise addressed in the order. Once the deposit is received GAL will block the time to appear. Such fees are due at least one week (7 business days) before the scheduled appearance and are nonrefundable within a week (7 business days) of the scheduled appearance as we must clear our schedule whether the hearing occurs or not. Please note: if an appearance request and the deposit is received without a minimum of 7 but not less than 3 business days, the nonrefundable deposit is due immediately and there will be an additional \$250.00 express charge (\$2250.00) for live attendance or (\$1250.00) for virtual attendance per professional. Such fees are nonrefundable within a week (7 weekday business hours) of the scheduled appearance as GAL must clear either their schedule whether the hearing occurs or not. **I hereby agree that failure to provide the nonrefundable deposit at least three weekday business days Monday through Friday excluding holidays, constitutes release from the requested appearance.**

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.

Professional Practices and Notice to Clients: Bradley S. Craig, LMSW-IPR, CFLE is a licensed social worker. The Texas Behavioral Health Executive Council investigates and prosecutes professional misconduct committed by marriage and family therapists, professional counselors, psychologists, psychological associates, social workers, and licensed specialists in school psychology. Although not every complaint against or dispute with a licensee involves professional misconduct, the Executive Council will provide you with information about how to file a complaint. Please call 1-800-821-3205 for more information.

Texas Behavioral Health Executive Council
333 Guadalupe St., Ste. 3-900
Austin, Texas 78701
www.bhec.texas.gov

By my initials below, I understand and acknowledge that the outcome of this process may or may not favor my position or be something that I agree with. I understand that complaints regarding conclusions and recommendations in this process must be directed to the court, as the licensing board handles only complaints regarding violations of licensing rules and regulations.

In the event of Mr. Craig's death, incapacity, or termination of practice, custody and control of records maintained by Between Two Homes®, LLC. will be turned over to Dr. Aaron Robb or Cecilia Powers, LCSW-S or, in the event of Dr. Robb's and Ms. Power's death, incapacity, or termination of practice, other

successors as selected by the program director.

Termination of Services: In situations where input from the judge or further orders are required, the GAL may pause services until the court provides additional guidance or via a revised order. The GAL is empowered to withdraw if the GAL assesses that significant progress has ceased. This decision will be communicated to both parents and their legal representatives. Upon request, referrals to qualified professionals who can assume the role of GAL will be made available to each parent. Additionally, the court retains the authority to terminate services, and both parents have the option to mutually agree to end services in writing.

Other Terms of Service

Services not provided: I understand and acknowledge that neither the GAL nor the communications coach is providing, nor am I requesting, therapy, counseling, or any form of treatment. Should these or other service needs be indicated during the course of services appropriate recommendations will be made. I understand that the GAL is not providing mediation or parenting coordination, although the parties may reach an agreement regarding this dispute which may then be drafted into enforceable documents by their attorneys. 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 I am advised to consult with attorneys to be properly counseled about my legal interests, rights, and responsibilities.

Insurance coverage: I understand that the services provided to me by the GAL may not be covered by insurance as GAL services is for legal, not treatment purposes. I understand the GAL will not provide me with a specific diagnosis or billing code, nor complete insurance reimbursement paperwork.

Communications: I have been informed and I understand that any communications or statements by me or the children will NOT be privileged or confidential and that:

- The GAL may be required to testify in open court during 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.

Understandings:

I understand that the GAL cannot change the legal custody status of our child(ren). I understand that the GAL has full discretion regarding GAL services as implementation as outlined in this document.

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. I understand payment for services are due at the end of each session or on the day of receipt of an invoice. If I do not make payment at the end of each session or upon receipt of an invoice, notice may be provided to the court, services may be suspended, and I will be charged for all attempts to seek compensation including written notices and legal fees incurred.

I understand the role of a GAL is as an advocate the child or children rather than either parent in the dispute between the parties. The GAL makes a special effort to put children at ease and minimize disruption in their lives. Parents may help prepare them for our sessions together by letting them know the GAL work with parents to help them make decisions about how to take care of children. Parents can also say that the GAL will need to talk to them about their thoughts and feelings about their lives so the GAL can help parents with parents decisions. I understand I am not to tell children the GAL are to decide where they will primarily live – this is both incorrect and places an inappropriate burden on children that they must somehow choose who they want to live with.

I understand the GAL's goal is to provide the court information on how each parent contributes to the physical, emotional and social development of the child or children in question, and to make recommendations to the court as to what appears to be in the children's best interests. It is ultimately up to parents to make decisions for their children, even if that decision is to place parenting issues before the court.

I understand that I or my agents will serve no subpoenas, citations, writs, or other processes at or near the location of any GAL services session on any person entering, leaving, or attending any GAL services session.

I agree that no electronic/tape recordings will be made during meetings with the GAL without the consent of all parties.

I understand by signing this I am authorizing all mental health professionals, judicial staff, attorneys, visitation supervisors, medical professionals, childcare providers, educators, daycare providers, and significant others involved, parenting facilitators and previous or current custody evaluators to disclose information directly to the GAL. In turn, the GAL is authorized to discuss significant information with these individuals or service providers to assist in the process.

I understand I am to notify the GAL in writing within 48 hours of any changes in my contact information, legal representation, residency, relationship status, parenting time, ability to access communications, occupants of my home, the involvement of any and all mental health professionals involved with myself or my children, the involvement of any and all educational or family coaches involved with myself or my children, any changes in medication for myself or my children, or any other changes to the information provided in my personal data form. Notification includes full address and full contact information for professional individuals.

I have reviewed both the “Privacy and other government-required notifications” and “Business Relationships” notices and disclosures located at <https://childreninthemiddle.com/notices-and-disclosures>.

My signature reflects that I will abide by all conditions and expectations outlined in this document.

**Do not sign this advisement form unless you have initialed each page
and read and understood it.**

Signed this _____ day of _____, 20____.

Client Signature: _____

Printed Name: _____

Witness Signature: _____ Date: _____

Printed Name: _____