

Jack D. Love, LMFT
Forensic Family Services
☎ (916) 929-5765 | 📠 (916) 925-2606
✉ jack@jacklove.com | 🌐 www.jacklove.com

INFORMED CONSENT AND AGREEMENT TO PARTICIPATE IN A PRIVATE CHILD CUSTODY EVALUATION (CCE)

Purpose of the Evaluation:

Child Custody Evaluations (CCE) are conducted by court appointment under California Family Code §3111. The Evaluator investigates and assesses the family, providing recommendations to the Court based on the best interests of the child(ren) and the information gathered during the evaluation process.

Informed Consent:

This document serves as your Informed Consent and Agreement to Participate in a Private CCE. Please review it carefully and seek clarification on anything unclear. By signing the Agreement, you confirm that you have read, understood, and agree to all terms and conditions voluntarily.

Evaluator's Role:

The Evaluator is appointed by the Court to assess issues related to the health, safety, welfare, and best interests of your child(ren). The Evaluator acts as an impartial expert serving the Court, not as an advocate for either parent. Full access to all pertinent information is necessary to complete the evaluation.

Evaluation Process:

The evaluation may include:

- Interviews with parents and child(ren).
- Observations of parent-child interactions.
- Communication with other adults involved in the child(ren)'s lives.
- Review of relevant documents.
- Consultations with collateral parties (e.g., teachers, therapists).
- Preparation of a written report.
- Additional tasks deemed necessary.

Submission of Documents:

Parents and their attorneys may submit relevant materials in a timely manner. These submissions must include a cover letter listing the documents and proof of service to the opposing party. All materials should be submitted as hard copies, not electronically.

Drug and Alcohol Testing:

If the Evaluator determines that drug or alcohol testing is necessary, parents are required to comply with the request. Parents are also responsible for covering all costs associated with the testing.

Psychological Testing:

If the Evaluator determines that psychological testing is necessary, parents are required to comply with the request. The results of such testing may offer valuable insights into personality traits and parenting abilities, contributing to the evaluation process. Parents are responsible for covering all costs related to psychological testing.

Understanding Confidentiality in Custody Evaluations:

California law requires custody evaluation reports to be labeled “Confidential,” meaning they cannot be shared outside the legal process. However, it is important to know that custody cases are sometimes resolved in open court, where the report’s contents—sometimes including verbatim statements—may be discussed.

The confidentiality label limits access to the report outside the court system but doesn’t guarantee privacy in legal proceedings. I want to ensure you understand this to avoid misunderstandings. If you have questions, feel free to ask me or your attorney.

Releases of Information:

Parents must sign releases allowing the Evaluator to obtain information from relevant sources, such as therapists, teachers, or schools.

Fees and Payment Policies

Hourly Rate:

As of February 1, 2025, the hourly rate for CCE’s is \$300. This applies to all evaluation-related work, including interviews, document review, preparation, and administrative tasks. A minimum of 0.2 hours is charged for any work, including tasks performed by staff (billed at a reduced rate).

Retainer Fee and Additional Charges:

The retainer fee for Child Custody Evaluations (CCE) commencing after February 1, 2025, is \$15,000. This retainer serves as a Good Faith Estimate of the anticipated costs for the evaluation process. Payment of the full retainer is due prior to the start of the evaluation.

While the retainer is intended to cover the entire CCE process, additional charges may apply under the following circumstances:

- Travel expenses.
- Reviewing extensive case materials.
- Addressing complex issues, such as domestic violence or relocation disputes.
- Unforeseen circumstances requiring additional time to evaluate.

If additional funds are required due to these or other factors, the Practice Manager will notify the party or parties responsible promptly.

Unused retainer funds will be refunded within 30 days of the case’s completion, in accordance with California’s Good Faith Estimate law.

All fees must be fully paid before the release of the final evaluation report. Fee-related disputes must be resolved directly with the Evaluator prior to any litigation, as specified under California law.

Cancellations:

Clients will be charged the full hourly rate for sessions canceled within **48 hours** of the scheduled appointment.

Expert Testimony Fees:

If the Evaluator is subpoenaed for deposition or testimony, the requesting party is responsible for covering the associated fees. Morning appearances require a minimum prepayment of \$3,000 (10 hours), and afternoon appearances require a minimum prepayment of \$1,800 (6 hours). **These payments must be received at least 10 business days prior to the scheduled appearance to secure the date on the Evaluator's calendar.**

Additional charges for preparation and travel time will apply at a rate of \$300 per hour. Cancellations must be made at least five (5) business days in advance to avoid incurring the full charges.

Dispute Resolution and Legal Costs:

Clients agree to address fee disputes amicably. If legal action is required, the Evaluator is entitled to recover reasonable attorney's fees and costs.

Indemnification:

Clients agree to indemnify and hold the Evaluator harmless from any losses, including attorney fees, resulting from claims or complaints found to be unfounded. This includes investigations or proceedings by licensing boards.

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Agreement to Participate in Private Child Custody Evaluation

To initiate the Child Custody Evaluation (CCE), each party must return a signed copy of this Agreement, along with the required retainer fee and an endorsed court order authorizing the private CCE. By signing below, you confirm that:

- You have received, read, understood, and agree to abide by Mr. Love’s office policies and procedures as outlined in the Informed Consent to Participate in a Private Child Custody Evaluation.
- You waive privilege regarding any information in Mr. Love’s file related to this matter.
- You authorize Mr. Love to release information, including the CCE report, to the Court, attorneys, and any other parties as directed by the Court.

Acknowledgment:

I have read the Informed Consent and Agreement to Participate in a Private Child Custody Evaluation provided by Mr. Love, discussed its terms with my attorney, and agree to the conditions outlined. I wish to proceed with the CCE.

I agree to pay _____% of the retainer fee and _____% of any additional fees.

Amount Enclosed or Paid Online: _____

Client Information:

Client’s Name: _____

Client’s Signature: _____ Date: _____

Telephone Number: _____

Email Address: _____

Names and birthdates of minor children:

Please return this form to:
Jack D. Love, LMFT
1828 Tribute Rd., Suite L
Sacramento, CA 95815