

Jack D. Love, LMFT
Forensic Family Services
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INFORMED CONSENT AND AGREEMENT TO PARTICIPATE IN PRIVATE CHILD CUSTODY RECOMMENDING COUNSELING

1. Definition of Child Custody Recommending Counseling (CCRC):

Child Custody Recommending Counseling (CCRC) is a court-mandated mediation process pursuant to **Family Code §3170**, applicable when custody or visitation disputes arise. The Child Custody Recommending Counselor (Mediator), a licensed mental health professional, facilitates discussions aimed at resolving such disputes. If full resolution is not achieved, the Mediator will conduct evaluations and submit recommendations to the court. This may involve interviews with children, relevant parties, and individuals who possess pertinent information regarding the dispute.

2. Purpose of CCRC:

The primary objectives of CCRC are:

- To minimize hostility between parties during the resolution process,
- To formulate a parenting agreement in the child's best interests, ensuring ongoing and meaningful contact with both parents, and
- To resolve visitation disputes in alignment with the child's well-being and applicable Family Code provisions.

3. Mediator's Role:

The Mediator acts as a neutral facilitator to assist Clients in identifying and resolving issues. If disputes remain unresolved, the Mediator will prepare a written report for the court that includes recommendations on the unresolved matters.

4. Mediator's Rights and Duties:

The Mediator will:

- Establish and manage procedures and guidelines for the CCRC process,
- Maintain impartiality throughout the process,
- Prepare a comprehensive report that outlines areas of agreement, unresolved issues, and recommendations, and
- Ensure that the recommendations are not legally binding unless incorporated into a formal court order.

5. Consultation with Professionals:

The Mediator reserves the right to consult with other professionals regarding general case matters without disclosing the Clients' names or identifying details. Confidentiality and anonymity will be strictly maintained.

6. Client Rights and Duties:

Clients agree to:

- Participate in good faith,
- Freely express their perspectives without interruption or intimidation,
- Refrain from any ex parte communication with the Mediator, ensuring that all information shared is presented in the presence of both parties,
- Cooperate fully with the procedures and guidelines set forth by the Mediator, and
- Timely submission of documents.

7. Domestic Violence Considerations:

In cases involving domestic violence, either party may request separate sessions or the presence of a support person, provided proof of domestic violence is submitted through documentation or an affidavit. Parties who mutually agree to joint mediation waive their right to separate sessions.

8. Mandatory Reporting Obligations:

The Mediator is a mandated reporter under **California Penal Code §11166** and is required to report any suspected child abuse, neglect, or threats of harm to self or others.

9. Adherence to Local Rules:

All procedures will comply with **Sacramento County Superior Court Local Rules, Chapter 5 – Family Law**. By signing this Agreement, Clients provide written consent to waive confidentiality for purposes related to grievance procedures.

10. Prohibition on Discussing Mediation with Children:

Clients agree not to discuss CCRC matters, including the mediation process or disputes, with or in the presence of the children, as such discussions may harm the child’s emotional well-being.

11. Prohibition on Recording Sessions:

Clients are strictly prohibited from audio or video recording any portion of the CCRC sessions. Clients are encouraged to take notes as needed.

12. Hourly Fees:

- The Mediator’s hourly rate is **\$300**, covering all services, including interviews, documentation review, report preparation, and other case-related activities.
- Time is billed in increments of **0.2 hours** for any work performed by the Mediator or staff.
- Fees are subject to change without notice.

13. Retainer Fee and Additional Charges:

The retainer fee for Child Custody Recommending Counseling (CCRC) commencing after February 1, 2025, is \$12,000. This retainer serves as a Good Faith Estimate of the anticipated costs for the CCRC process. Payment of the full retainer is due prior to the start of the process.

While the retainer is intended to cover the entire CCRC 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 Mediator prior to any litigation, as specified under California law.

14. Cancellation Policy:

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

15. Fees for Expert Testimony:

If the Mediator is subpoenaed for deposition or testimony, the requesting party is responsible for covering the associated fees. Morning appearances require a minimum prepayment for 10 hours, while afternoon appearances require a minimum prepayment for 6 hours. These payments must be received at least 10 business days prior to the scheduled appearance to secure the date on the Mediator's calendar. Additional charges for preparation and travel time will apply. Cancellations must be made at least five business days in advance to avoid incurring the full charges.

16. 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.

17. Indemnification and Hold Harmless Clause:

Clients, individually and on behalf of their minor children, agree to indemnify and hold the Mediator harmless from any claims, actions, or proceedings deemed unfounded by a trier of fact. This includes, but is not limited to, attorney fees incurred by the Mediator in connection with complaints to licensing boards or other formal investigations.

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Agreement to Participate in Private Child Custody Recommending Counseling

To initiate the Child Custody Recommending Counseling (CCRC), each party must return a signed copy of this Agreement, along with the required retainer fee and an endorsed court order authorizing the private CCRC. 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 Recommending Counseling.
- You waive privilege regarding any information in Mr. Love’s file related to this matter.
- You authorize Mr. Love to release information, including the CCRC 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 Recommending Counseling provided by Mr. Love, discussed its terms with my attorney, and agree to the conditions outlined. I wish to proceed with the CCRC.

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