

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

Child Custody Recommending Counseling is a form of mediation between people with the help of a licensed mental health professional. The Child Custody Recommending Counselor (also referred to as "Mediator") will assist the parties in reaching agreement regarding custody, visitation, and parenting issues for their children. If parties do not reach agreement in all areas of the parenting plan, the Child Custody Recommending Counselor will make recommendations to the court on the items still in dispute. Prior to doing so, the Child Custody Recommending Counselor may interview the children, other parties legally joined to the case, and other individuals who may have pertinent information.

This is your Informed Consent and Agreement for Child Custody Recommending Counseling. Please read it carefully and ask for clarification regarding anything you do not understand. By signing the Agreement on page 5 below, you represent that you have read and understood this Informed Consent completely, that you understand all of the terms of the Agreement, and that you are entering into this Agreement freely and voluntarily. With this understanding, the Client and the Mediator hereby agree as follows:

1. **DEFINITION OF CHILD CUSTODY RECOMMENDING COUNSELING:** Family Code §3170 requires Child Custody Recommending Counseling whenever issues of custody or visitation are in dispute. This applies whenever a party to the case wants to obtain or change a custody or visitation order, and the other party does not agree to the change.
2. **PURPOSE:** The purpose of Child Custody Recommending Counseling is:
 - To reduce acrimony between the parties,
 - To develop an agreement assuring the child of close and continuing contact with both parents that is in the best interest of the child and is consistent with other Family Code sections, and
 - To effect a settlement of the issue of visitation rights of all parties that is in the best interest of the child.
3. **MEDIATOR'S ROLE:** The role of the Mediator (or CCRC) is to assist the Clients in identifying issues of controversy and to assist them in finding mutually acceptable solutions to the controversy. **If Clients do not resolve all disputes, the Mediator will conduct an evaluation and make a recommendation to the Court regarding any unresolved issues.**
4. **MEDIATOR'S RIGHTS AND DUTIES:** The Mediator shall determine the procedures and guidelines and remain neutral and objective during the process. If a mutually acceptable solution is

not reached in any identified area, the Mediator shall prepare a report that identifies the unresolved issues and provide recommendations in those areas as well as identifying the terms and conditions of the Clients' agreement. **The Mediator's report is not intended to be legally binding on the Clients until such time as the terms and conditions of the report are made into a Court Order.**

5. CONSULTATION: On occasion, the Mediator may consult with other professionals regarding cases; however, neither clients names, nor any other identifying information, are ever mentioned. Clients' identities remain anonymous, and confidentiality is fully maintained.

6. CLIENTS RIGHTS AND DUTIES: The Clients understand that the CCRC process is based upon good faith mediation between the Clients. The Clients understand that each has the right to express his or her own concerns, thoughts, and opinions free from interruption and/or intimidation from the other parent. No ex parte communication shall be allowed either with the parties or their attorneys. All information shall be presented to the Mediator with both parties present, either orally or in writing, with copies to the Mediator and the other Client.

7. DOMESTIC VIOLENCE: In the event of domestic violence, either party can request separate mediation and/or the presence of a support person upon providing proof of domestic violence or an affidavit of same signed under penalty of perjury under the laws of the State of California. If both parties agree to meet together in mediation, both parties understand they are waiving their rights to meet separately. **Please refer to the Sacramento County Superior Court Family Law Local Rules for further information pertaining to this and other CCRC procedures.**

8. STATE MANDATORY REQUIREMENT: Pursuant to California Penal Code §11166, the Mediator has an affirmative duty to report information concerning child abuse (including but not limited to sexual abuse, physical abuse, and neglect). The Mediator also has a duty to report a threat of harm to oneself or to another.

9. LOCAL RULES: All CCRC procedures, as well as all involvement by the Mediator and Clients, shall conform to Sacramento County Superior Court Local Rules Chapter 5 – Family Law. By signing this Agreement, the parties understand that they provide written waiver of confidentiality for the purposes of addressing any potential grievances.

10. DISCUSSION OF MEDIATION ISSUES WITH CHILDREN: Clients understand that discussing issues of CCRC/mediation with the child/children may be damaging to the child/children. Clients agree not to discuss the CCRC/mediation process or any issues of CCRC/mediation with or within hearing range of the child/children.

11. PROHIBITION OF RECORDING CCRC/MEDIATION: The Clients understand and agree that they are each prohibited from audio or video taping the CCRC/mediation sessions. The Clients are encouraged, however, to take notes throughout the CCRC/mediation process.

12. HOURLY FEE:

A. **For cases beginning on or after July 1, 2022**, the Mediator's fee for serving as a Mediator is \$250 per hour. It is understood that regardless of the recommendations made, both Clients are responsible for the payment of fees associated with such services at the allocated percentage designated below.

B. The Mediator's hourly fee includes all time spent on behalf of the Clients, e.g., interviews and preparation for interviews, documentation review, research, pertinent telephone conversations, report preparation, and any other administrative and/or evaluative time expended in association with the CCRC.

C. A minimum of two tenths (.20) of an hour is charged for any work performed on behalf of Clients. This applies to work performed by staff as well as the Mediator. Work performed by staff may be billed at a reduced rate.

D. The standard hourly fee is subject to change without notice.

13. RETAINER FEES:

A. Clients agree that all fees are to be shared pursuant to the Stipulation and/or Order of the Court and as specified in their signed Agreement to Participate in Private Child Custody Recommending Counseling.

B. **The Mediator's fees for conducting a CCRC listed below are effective for cases beginning on or after July 1, 2022.** Prior to the initial interviews, the payer(s) will advance a retainer according to the following schedule:

Retainer fee for CCRC involving one child:	\$7000
Retainer fee for CCRC involving two children:	\$7500
Retainer fee for CCRC involving three children:	\$8000
Retainer fee for CCRC involving four children:	\$8500

C. **The above retainer fees represent Good Faith Estimates and will often cover the cost of the entire CCRC, but with some exceptions.** Additional fees will be billed if the Mediator must travel in association with the CCRC or is asked to review an unusually large volume of documents and/or audio video recordings. Extra fees may also be charged if the CCRC must conduct more interviews/sessions than would typically be the case in a standard CCRC. For example, this might occur if the CCRC is asked to examine complex issues such as allegations of abuse, resist-refuse dynamics, or domestic violence. The Client will be notified of such additional charges at the end of CCRC meetings. Any additional fees are due at the end of the CCRC process and prior to the completion and release of the final CCRC written report.

D. A billing statement will be provided upon request and when the final report is issued. Should Clients need to make alternative financial arrangements, discussion should take place prior to the initial interview. Mutually agreeable alternative financial arrangements will be described and attached to the Agreement if they are to apply to this Agreement.

E. When agreement is reached, or when recommendations are made, and a final report is issued, any unused monies remaining on deposit will be refunded according to the percentage defined above. The refund will be issued 30 days following the conclusion of the above described matter.

F. If Clients have an issue related to payment of fees, they agree to bring the issue to the attention of Mediator to resolve the issue in an amicable way. In the event Jack D. Love, LMFT must consult an attorney and/or commence litigation to enforce the provisions of this agreement, he shall be entitled to an award of reasonable attorney's fees and costs incurred in such matter.

14. CANCELLATIONS: Clients shall be charged at the standard hourly rate for canceled or missed sessions unless notice of cancellation is received 48 hours prior to the scheduled meeting. Cancellations less than 48 hours in advance will be billed to the person who failed to keep the appointment, except for the circumstance of an emergency or unexpected illness.

15. FEES FOR EXPERT TESTIMONY: Should either Client or Client's Attorney subpoena the Mediator to provide expert testimony regarding the CCRC/mediation process or the report, that Client/Attorney shall be solely responsible for payment of fees associated with such testimony.

A. PAYMENT

1. Scheduled deposition and Court testimony is billable at the standard hourly rate. A 6-hour minimum charge must be prepaid for all subpoenaed or requested appearances in the afternoon. A 10-hour minimum charge must be prepaid for all subpoenaed or requested appearances in the morning.
2. Additional time for preparation and travel will be billed at the standard hourly rate.
3. Fees (including preparation and travel time) must be paid at least 10 business days in advance of the scheduled deposition or Court testimony.

B. CANCELLATION

1. Notice of cancellation must be received at least five (5) business days prior to the subpoenaed or scheduled appearance date to avoid incurring the full subpoena or appearance fee.

16. DOCUMENTS SUBMITTED FOR REVIEW: Both attorneys are invited to send any material they consider pertinent to the custody dispute. Such materials might include copies of court pleadings and orders, declarations, Family Court Services reports, or a summary of the case. However, copies of any material provided must be submitted to the opposing attorney for review. **Any documents submitted must be accompanied by a cover letter listing the name of each document and indicate by proof of service that such materials have also been sent to the opposing attorney or other parent. All documents for review must be in hard copy format, not electronic, and should be submitted within 30 days of your initial appointment.**

17. INDEMNIFICATION AND HOLD HARMLESS: The Clients, individually and on behalf of the minor children, agree to indemnify, protect, and hold Mediator harmless from any loss, costs, or expenses including but not limited to reasonable attorney fees incurred by Mediator in connection with any claims, actions, administrative proceedings (formal or informal), and any other actions brought by the Clients against Mediator and determined by trier of fact to be unfounded. This indemnification clause in its entirety shall apply to any such loss, costs, or expenses incurred by consultant in connection with any investigation, complaint, or proceeding by the appropriate licensing board, agency, or association resulting from any claim or complaint by the Client that is heard by said licensing board, agency, or association and determined to be unfounded.

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**AGREEMENT TO PARTICIPATE IN PRIVATE CHILD CUSTODY
RECOMMENDING COUNSELING**

To begin the CCRC, each party must sign and return the following statement, along with your retainer fee and endorsed court order for private CCRC. Your signature below indicates that you: 1. have received, read, understood, and will abide by Mr. Love's office policies and procedures as described in the Informed Consent to Participate in Private Child Custody Recommending Counseling; 2. waive privilege with respect to any information in Mr. Love's file concerning this matter; and 3. authorize Mr. Love to release information, including the CCRC report, to the court, attorneys, and other parties to whom the court has directed its release.

I have read Mr. Love's Informed Consent to Participate in Private Child Custody Recommending Counseling, discussed the provisions with my attorney, agreed to the conditions stated therein, and would like to proceed with the CCRC.

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

Amount enclosed or paid online: _____

Client's name

Client's signature

Date

Telephone number: _____

Email: _____

Names and ages of minor children:

Return this page to:

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