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Forensic Family Services  
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**INFORMED CONSENT AND AGREEMENT TO PARTICIPATE  
IN A PRIVATE CHILD CUSTODY EVALUATION**

**Child Custody Evaluations (Family Code §3111)** are conducted by court appointment. This is an evaluation process in which the evaluator investigates and assesses the family. Recommendations are then submitted to the Court in the Best Interests of the Child(ren), based on the information gathered during the evaluation process.

**This is your Informed Consent and Agreement to Participate in a Private Child Custody Evaluation (CCE) pursuant to California Family Code § 3110/3111. 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 and conditions of the Agreement, and that you are entering into the Agreement freely and voluntarily. With this understanding, the Client and the Evaluator hereby agree as follows:

I have been appointed by the Court to conduct your CCE and to make recommendations related to the health, safety, welfare, and best interests of your child(ren). It is important to remember that in conducting your CCE I will be serving the Court as an impartial expert, rather than as a family or parent advocate. To serve optimally in this capacity I must have access to all information that I consider pertinent. Accordingly, the following conditions must be agreed upon by both parents.

This CCE will include as many interviews with both parents and child(ren) as I consider warranted; telephone or face-to-face interviews with other adults involved with your child(ren); interviews and/or observations of both parents together with the child(ren); review of pertinent records; telephone or face-to-face interviews with collateral parties; production of a written report; and any additional work deemed necessary to complete the CCE.

**Documents Submitted for Review.** Both parties and their attorneys are invited to send any material they consider pertinent to the evaluation. Such materials might include copies of court pleadings and orders, declarations, prior CCRC or 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 other parent or attorney. All documents for**

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**review must be in hard copy format, not electronic, and should be submitted within 30 days of your initial appointment.**

**Drug or Alcohol Testing.** If the Evaluator thinks drug or alcohol testing is indicated, the parties agree to cooperate with requests to submit to tests for use of drugs and/or alcohol. Requests may include reporting to an independent laboratory to provide samples of blood, urine, or hair. The parties will be responsible for payment of such tests.

**Psychological testing.** If the Evaluator thinks it is indicated, the parties agree to cooperate with referrals for psychological testing. Psychological tests provide information about personality styles and characteristics that can generate hypotheses about parenting skills, which may then be examined considering information from other sources. Psychological test results are also used to confirm or disconfirm information from other data sources.

**Confidentiality.** The usual principles of confidentiality and privilege do not apply within the context of a CCE. Any information or documents obtained by the evaluator is available to the Court and to both attorneys and, therefore, not confidential in the usual sense. To allow the freedom of inquiry necessary to best serve families involved in custody disputes, the parents agree to a modification of the usual rules of confidentiality. Specifically, I may, at my discretion, reveal to one party what has been told to me by the other so that I have full opportunity to explore all pertinent points with both parties. This does not mean that I will not respect certain privacies or that I will automatically reveal information provided to me, only that I reserve the right to make such revelations if I consider them warranted for the purpose of gathering meaningful information. In addition, certain other limitations to confidentiality apply according to California state law wherein I am a mandated reporter legally responsible for reporting suspected or disclosed abuse.

**Releases of information.** The parties shall agree to sign all releases necessary for me to obtain reports from others, e.g., previous, and current psychotherapists, teachers, school officials, psychiatric hospitals, etc.

**Fees.** My fee for conducting a CCE is billed at the rate of \$250 per hour. This rate applies to 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 CCE. 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 Evaluator. Work performed by staff may be billed at a reduced rate. Both Clients are responsible for payment of all fees pursuant to the Stipulation and/or Order of the Court and as specified in their signed Agreement to Participate in Private Child Custody Evaluation. The standard hourly rate is subject to change without notice.

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**The Evaluator's fees for conducting a CCE are listed below.** Prior to the initial interviews, the payer(s) will advance a retainer according to the following schedule:

Retainer fee for CCE involving one child:	\$9500
Retainer fee for CCE involving two children:	\$10,000
Retainer fee for CCE involving three children:	\$10,500
Retainer fee for CCE involving four children:	\$11,000

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

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.

When a final report is issued, any unused monies remaining on deposit will be refunded according to the percentage defined in your Agreement. The refund will be issued 30 days following the conclusion of the matter.

If Clients have an issue related to payment of fees, they agree to bring the issue to the attention of the Evaluator to resolve 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.

**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.

**Fees for Expert Testimony.** Should either Client or Client's Attorney subpoena the Evaluator to provide expert testimony regarding the CCE process or the report, that Client/Attorney shall be solely responsible for payment of fees associated with such testimony.

**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

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

**Notice of cancellation of expert testimony** 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.

**Indemnification and Hold Harmless.** The Clients, individually and on behalf of the minor children, agree to indemnify, protect, and hold Evaluator harmless from any loss, costs, or expenses including but not limited to reasonable attorney fees incurred by Evaluator in connection with any claims, actions, administrative proceedings (formal or informal), and any other actions brought by the Clients against Evaluator 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 EVALUATION**

To begin the CCE, each party must sign and return this Agreement, along with your retainer fee and endorsed court order for private CCE. 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 a Private Child Custody Evaluation; 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 CCE 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 a Private Child Custody Evaluation, discussed the provisions with my attorney, agreed to the conditions stated therein, and would like to proceed with the CCE.

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

Amount enclosed or paid online: \_\_\_\_\_

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Client's name

Client's signature

Date

Telephone number: \_\_\_\_\_

Email: \_\_\_\_\_

Names and birthdates of minor children:

Return this page to:

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