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AGREEMENT for PRIVATE CHILD CUSTODY RECOMMENDING COUNSELING

This Agreement for Child Custody Recommending Counseling (CCRC) is entered into this  
(date) \_\_\_\_\_ by \_\_\_\_\_ and  
hereinafter

referred to as "Clients," and Michael Healy, LMFT, hereinafter referred to as "Mediator." By signing this Agreement below, each Client represents that he/she has read this Agreement completely, that he/she understands all of the terms of this Agreement, and that he/she is entering into this Agreement freely and voluntarily. With this understanding, the Clients and the Mediator hereby agree as follows:

1. **DEFINITION OF CHILD CUSTODY RECOMMENDING COUNSELING:** Family Code Section 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.

Child custody recommending counseling is a form of negotiation 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 an agreement regarding custody, visitation, and parenting issues for their children. If parties do not reach agreements 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.

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, I may consult with other professionals regarding cases; however, neither clients' names, nor any other identifying information, are ever mentioned. My clients' identities remain completely anonymous and confidentiality is fully maintained.
6. **CLIENT'S RIGHTS AND DUTIES:** The Clients understand that the CCRC process is based upon good faith negotiations 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, any 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 Section 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 the child/children.
11. **PROHIBITION ON 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. STANDARD HOURLY RATE

A. The Mediator's fee for serving as a Mediator is \$150 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 standard hourly fee includes any time spent on behalf of the Clients, e.g., directly in sessions, preparation for sessions, review of documents, research, contact of collaterals, telephone calls, preparation of report, and any other administrative and/or evaluative procedures.

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

13. RETAINER and FEES

A. Clients agree that all fees are to be shared pursuant to the Stipulation and/or Order of the Court in the following manner:

Mother \_\_\_\_\_%

Father \_\_\_\_\_%

B. You agree to provide a retainer deposit of \$ \_\_\_\_\_ to begin this CCRC/mediation process, which is your share ( % ) of the initial \$1500 retainer deposit required. No representation has been made to Clients of the total cost of this CCRC/mediation. The retainer deposit is not an indication of the total cost, which will depend upon the complexity of the CCRC/mediation, amount of documents to be reviewed, number of individuals to be contacted or interviewed, etc. You agree to maintain a minimum retainer balance of \$1500 and to pay any additional amounts necessary to complete the CCRC/mediation process. You understand and agree that payment in full for services provided will be required before further work on your case is undertaken.

C. 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 at the end of this Agreement if they are to apply to this Agreement.

D. When an 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 at the conclusion of the above described matter.

E. 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 Michael Healy, 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. **CANCELLATION POLICY:** Clients shall be charged at the standard hourly rate for canceled or missed sessions unless notice of cancellation is received twenty-four (24) hours prior to the scheduled meeting. In the event one Client arrives for the appointment and the other Client does not, or if one Client cancels with less than the twenty-four (24) hours' notice, that Client alone shall be responsible for the entire fee charged for that missed or canceled session.
15. **FEES FOR EXPERT TESTIMONY:** Should either Client or Client's Attorney schedule 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. **PAST DUE BALANCE:** Account balances in excess of the remaining retainer, which are not paid in full within 30 days of the invoice date are considered past-due and Client will be charged interest at the rate of 1% per month computed on the outstanding balance. Past due accounts taken to court or submitted for collection will include all collection costs, including reasonable legal or court fees, in addition to the outstanding balance. Seriously delinquent accounts may be listed with national credit reporting agencies. Returned checks will incur a minimum \$25.00 service charge.
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.

18. AGREEMENT: By signing this agreement, I consent to participate in CCRC/mediation as described above with Michael Healy, MA, LMFT an independent private practitioner. I also consent to the participation of my child/children, as deemed necessary.

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Healy, LMFT

\_\_\_\_\_  
Date