

Joel D. Walton, LMFT
7844 Madison Ave, Suite 108
Fair Oaks, CA 95628
916-587-1948 Phone
joel.walton@mendedlife.com

NON-CONFIDENTIAL

PRIVATE CHILD CUSTODY RECOMMENDING COUNSELING AGREEMENT

This Non-Confidential Private Child Custody Recommending Counseling Agreement is entered into this date _____, by _____ and _____, hereinafter referred to as “Clients”, and Joel D. Walton, LMFT, hereinafter referred to as “CCRC”. By signing this Agreement below, each Client represents that he/she has read this Agreement completely, understands all the terms of this Agreement, and is entering into this Agreement freely and voluntarily. With this understanding, the Clients and the CCR COUNSELOR hereby agree as follows:

1. **NON-CONFIDENTIAL PRIVATE CHILD CUSTODY RECOMMENDING COUNSELING DEFINED:** “Non-Confidential Private Child Custody Recommending Counseling” is the process in which the CCR Counselor assists the Clients in identifying issues of controversy existing between them and then assists the Clients in finding a mutually acceptable solution to the controversy. This PRIVATE CCRC process is said to be “non-confidential” because the CCRC has the authority, and in most cases, the obligation, to report parental agreements and disputes to the Court, as well as to make recommendations to the Court regarding the best interests of the child(ren) if the mediation does not result in an agreement between the Clients. PRIVATE CCRC is a collaborative effort in which there is no “win-lose” position.
 - a. 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.
 - b. It will likely take multiple meetings to complete this process, longer if recommendations will need to be made.
2. **GOAL OF NON-CONFIDENTIAL PRIVATE CCRC:** The goal of non-confidential CCRC is to facilitate a mutually acceptable solution to the controversy, which represents the best interest of the child(ren).
3. **CCRC’S ROLE:** The role of the CCRC is to assist the Clients in identifying issues of controversy and then to assist in finding mutually acceptable solutions to the controversy. If Clients do not resolve all disputes, the CCRC will conduct an evaluation and make a recommendation to the Court regarding any unresolved issues.
4. **NO GUARANTEES OF OUTCOME:** The parties understand that CCRC has made no guarantees relating to the conclusions or findings of this process and that the CCRC will exercise independent judgment in conducting any recommendations. The fees and costs to the CCRC is not contingent on any recommendations.

5. **CCRC'S RIGHTS AND RESPONSIBILITIES:** The CCRC shall determine the procedures and guidelines during the process. At the conclusion of CCRC, the CCR Counselor shall prepare a report containing agreements reached and recommendations made for those issues left unresolved. The report shall then be provided to the Court and the Client's respective attorneys, or to the Client if he/she does not have an attorney. The CCRC'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 an Order of the Court.
6. **ISSUES OF LAW:** In the event that the CCRC gives any statements concerning the law(s) affecting the controversy being mediated, the Clients understand that it is not given with their individual interests in mind and they are advised to seek independent counsel to so advise them.
7. **OUTSIDE EXPERT CONSULTATION AND EVALUATION:** If, during the mediation or evaluation process, the CCRC believes that it is necessary to engage the services of another expert for an evaluation of the children, either Client, or any other person who is, or may be, involved in the controversy, then the CCRC shall advise the Clients of the need for the expert. This "outside" expert may be used only by mutual agreement of the Clients and the CCRC, or, if there is not mutual agreement, then by order of the Court. The Clients understand that if the "outside" expert is engaged, then the Clients shall be solely responsible for the cost of the services of the expert.
8. **DOMESTIC VIOLENCE:** In the event of domestic violence, any party can request separate CCRC sessions 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 CCRC, both parties understand they are waiving their rights to meet separately. If there is an active Restraining Order in place that does not allow contact between the parties, separate CCRC sessions are mandatory.
9. **CLIENT'S RIGHTS AND RESPONSIBILITIES:** 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 and her own concerns, thoughts, and opinions to the CCRC, free from interruption and/or intimidation from the other. Inflammatory language, foul language, and name-calling shall be avoided.
10. **EX PARTE COMMUNICATION:** No ex parte communication of any kind shall be allowed, either with the parties or their attorneys except for purposes of scheduling or procedural issues, and/or for the following two exceptions.
 - a. A standing restraining order is in effect preventing parties from communicating directly.
 - b. The CCRC, at their discretion may deem it necessary to talk with one party ex parte for the sole purpose of evaluating any perceived power differential that would impact the ability for one party to speak openly with the CCRC in the presents of the other party.

In the above two exceptions a summary of the information gathered (in the way CCRC's notes) shall be shared with both parties.

11. **STATE MANDATORY DISCLOSURE REQUIREMENT:** Pursuant to California Penal code Section 11108, the CCRC has an affirmative duty to report information concerning child

abuse (including but not limited to sexual abuse, physical abuse, and neglect). The CCRC also has a duty to report a threat of harm to another person, property, or to oneself.

12. **PROHIBITION OF DISCUSSING CCRC WITH CHILDREN:** Clients understand that discussing issues of CCRC with the child(ren) may be damaging to the child(ren). Clients agree to not discuss the CCRC process or any issues of CCRC with the child(ren).
13. **PROHIBITION ON RECORDING PRIVATE CCRC:** The Clients understand and agree that they are each prohibited from audio or video taping the CCRC sessions. The Clients are encouraged to take notes throughout the CCRC process.
14. **CHILD CUSTODY RECOMMENDING COUNSELOR'S FEES**

- a. The Clients agree to pay the CCRC for CCRC services \$200.00 per fifty (50) minute session. A retainer of \$2,500.00 shall be paid **at least fourteen (7) days** prior to the first scheduled appointment. If the retainer is not paid your appointment time will be forfeited. The session fee is applicable for anytime spent on behalf of the Clients, directly in session, review of documents, research, contact of collaterals, telephone calls, preparation of a report, and any other administrative and/or evaluative procedures.

Clients agree to share the fees as follows:

Mother _____
Father _____

- b. A minimum balance of \$1,000 must be on deposit in the retainer account at all times. Therefore, as the retainer is drawn upon, it must be replenished to maintain the minimum \$1,000 balance. The retainer must be replenished in the amount of \$1,500 each time, prior to scheduling further appointments. If after a reasonable period of time, at the sole discretion of the CCRC, the Clients do not replenish the retainer, the CCRC shall issue a final report.
 - c. When an effective parenting plan is reached, or when recommendations are made and a final report is issued, any monies remaining will be refunded according to the percentage defined above.
 - d. Should Clients have an issue related to fees, they agree to bring the issue to the attention of the CCRC, either orally or in writing, to resolve the issue in an amicable way.
15. **CANCELLATION POLICY:** Clients shall be charged at the normal rate per hour for canceled or missed sessions unless notice of cancellation is received forty-eight (48) 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 within the forty-eight (48) hour limit, that parent shall be responsible for the entire fee charged for that missed or canceled session.
 - a. If a client is 10 minutes late that client shall be responsible for half of the cost for the session that occurs that day.
 - b. If a client is 15 minutes late, or more, that client shall be responsible for the entire cost of CCRC that day.

16. **SCHEDULED DEPOSITION AND COURT TESTIMONY/FEES**

a. PAYMENT:

1. Scheduled deposition and Court testimony is billable at a daily rate if scheduled in the morning, and a half daily rate if scheduled in the afternoon. Daily is eight (8) hours or any portion thereof. Half daily is four (4) hours or any portion thereof.
2. Preparation time and travel time shall be charged at the same hourly rate above and beyond the daily or half daily rate.
3. Each case varies as to the preparation time and travel time, the cost will be confirmed prior to the subpoena being served.
4. Fees shall be paid in a minimum of fourteen (14) days in advance of the scheduled deposition or Court testimony, preparation and travel times.

b. CANCELLATION:

To avoid incurring the usual and customary charge, cancellation must be made at least five (5) working days in advance.

17. 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 of \$25.00 service charge.
18. ATTORNEY'S FEES: Should any litigation concerning any aspect of this Agreement be commenced between the Client and the CCRC, the prevailing party in such litigation shall be entitled to reasonable attorney's fees in addition to any other relief as may be granted.
19. INDEMNIFICATION AND HOLD HARMLESS: The Clients, individually and on behalf of the minor children, agree to indemnify, protect and hold CCRC harmless from *any* loss, costs or expenses, including but not limited to reasonable attorney fees incurred by CCRC, in connection with any claims, actions, administrative proceedings (formal or informal), and any other actions brought by the Clients against CCRC and determined by the trier of fact to be unfounded. All mediation procedures, as well as all involvement by the CCRC and Clients, shall conform to County Local Rule, depending on the county with jurisdiction.
20. RIGHT OF WITHDRAWAL: A failure to meet the expectations as set forth in this agreement can result in CCRC's withdrawal from your case and full payment is to be made for services rendered to date. Possible causes for termination include a pattern of conduct by either party that significantly disrupts the evaluation process; failure to make payment as agreed upon. Releases of Information from other professionals; or other conditions which can negatively affect the emotional welfare of the child(ren). A discovered conflict of interest that would prevent the CCRC from ethically continuing the process. If withdrawal is necessary, the attorneys and/or the Court will be notified about the reasons for such withdrawal.
21. OBJECTIVITY AND NEUTRALITY OF CCRC: Parties agree and understand the CCRC is going to approach this case with objectivity and neutrality. It is important that this level of trust remains. If the parties or their counsel should have any questions about the CCRC's neutrality, they agree to ask those questions immediately upon first sign of any question they may have about the CCRC's neutrality.

22. **AGREE TO DISCLOSE RELIVANT INFORMATION:** If there is any relevant information which you deem important for the CCRC to know, it will be your responsibility to ensure this is communicated. All parties agree to provide all information to CCRC which is relevant, and that such information will be provided before the release of CCRC's report.

Client

Date

Client

Date

Joel D. Walton, LMFT, CCRC

Date