

Karen Giordano-Brenghause, MS, LMFT

Licensed Marriage and Family Therapist No. 35077

Private Child Custody Evaluator · Private Child Custody Recommending Counselor · Therapist

Private Child Custody Recommending Counseling (CCRC) and 3111 Evaluation (Non-Confidential)

Agreement

Date: _____ DOB: _____

Name: _____

Address: _____

Telephone: _____

Email: _____

You have agreed or have been ordered to participate in Child Custody Recommending Counseling (CCRC) or 3111 Child Custody Evaluation (also referred to as Private Mediation), according to the relevant California Family Law Codes and rules and procedures of Sacramento County or _____ County.

I was appointed by the Superior Court of California, County of _____, to conduct this procedure. In this process, I shall attempt to assist you and the other party to make agreements concerning all the issues in question. This is a “non-confidential” process because I am required to provide the Court recommendations regarding any issues that were not agreed upon in private mediation.

My involvement as the Child Custody Recommending Counselor or 3111 Child Custody Evaluator, including any recommendations which I might make to the Court, are specifically directed toward identifying and responding to the health, safety, welfare and “best interests” of the child(ren), not necessarily the interests of either adult party or other family members. Please be advised that any information I receive from you or any other persons involved in this matter, will not be held in confidence between any of you; and any or all of the information provided to me may appear in the mediation report.

(YOUR INITIALS ON THE SUBSEQUENT PAGES INDICATE YOUR AGREEMENT)

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This mediation process involves several meetings with the parties and any additional procedures or inquiries that I deem necessary. Such procedures or investigation may include reviewing pertinent records, interviewing the children, contacting other professionals or third parties by telephone, and producing a written report. Interviews may be conducted via telephone, Zoom, or in person. All mediation procedures, as well as all involvement by the mediator and parties, shall conform to relevant court rules and standards of practice.

If either party has been a victim of domestic violence by the other party, he/she has the right to meet separately during this process, with or without a support person.

The parties are encouraged to submit to me any pertinent records or information, with the understanding that all information submitted must be copied and provided to the other party or the other party's attorney. Please bring the necessary number of copies; or preferably, have your attorney submit written documents by US Mail with a Proof of Service to the other attorney or party, if self-represented.

A report will be written and provided to the Court and to each party's legal representative. The report will include documentation of the mediation process, agreements that were made by the parents and recommendations that were made by the mediator. The mediator is not a judicial officer; therefore, the report is not legally binding. The parties may choose to adopt all or part of the report or may choose to seek an order from the Court concerning the report.

The parties understand and agree that discussing any of the issues involved in mediation with the children may be harmful and therefore, **agree not to discuss any aspects of the mediation process or the issues involved with the children, except as directed by the mediator.** _____

The parties may make written notes for yourself during the mediation process.

The parties further understand that they are prohibited from audiotaping any of the mediation sessions and therefore, agree not to do so. _____

FEES: Please read the next paragraph carefully; and initial each paragraph.

All work is charged a discounted rate of \$150 per 60 minutes for cash or check payments. Additional \$25 service fee is required for each credit card transaction. **Meetings will be paid for 24 hours in advance of the scheduled appointment. Sessions are scheduled for two 60-minute sessions back-to-back (\$300 per each scheduled block of time).** _____

There is an additional 60-minute charge fee for administrative time to initially prepare your file. \$150 Administrative File Preparation Fee. _____

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A retainer in the amount of \$1,500 is paid by certified check or cash. **The retainer is paid in advance of the first session and does not pay for the meetings that are required as part of the mediation.** The retainer is used to pay for work done outside of your presence, such as telephone calls, document review, and report writing. _____

You are required to maintain a \$1,500 balance as a retainer and if some expenses are charged against the retainer, you must replenish it within the month. _____

A billing statement, outlining activity on your account, will be made available to you during the process. Any retainer balance that is unused will be refunded within 90 days of the final report being submitted to the Court.

The parties are responsible for the payment of all fees according to the percentages agreed upon or ordered by the court. If you are required to equally share the costs of mediation, **ALL** expenses will be divided equally without exception. There will be a delay in scheduling further appointments unless fees for services are paid in a timely manner. _____

If your check is returned from the bank you will be charged an additional \$35 and restitution of the returned check will be expected immediately. All further appointments will be cancelled until your account is current. _____

Please note: Every mediation is unique to the parties and their particular circumstances. The number of total hours to complete a mediation may change relative to the number of children involved, the number of collateral persons who are interviewed at the request of the parties or the mediator, number of documents reviewed, and the number of sessions the mediator has with the parties. I am unable to accurately estimate the total cost of mediation prior to understanding the issues involved.

Deposition and Court Testimony Fees:

Depositions and Court Testimony are billed at a rate of \$900 for an afternoon appearance or \$1800 for a morning appearance. Preparation and travel time is included in this flat rate. **Deposition and Court testimony fees are payable two weeks in advance by certified check.** Refunds are issued only if cancellation is received three business days in advance of the scheduled deposition or court date.

Fee Disputes: Although it is my intention to amicably resolve any issues you may have about fees, there is the possibility that will not occur. In order to obtain a mutually satisfactory outcome in the event of a dispute, the parties agree to participate in arbitration. _____

In the event of any full or partial default in the payment of fees and or costs for services rendered under this Agreement, you agree that you will, in any enforcement proceedings wherein attorney's fees are

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incurred as a result of said default, be liable for and shall pay all reasonable attorney's fees and costs incurred. _____

Cancellations: Cancellations of scheduled appointments must be made within 48-hours notice. Cancellations with insufficient notice or missed appointments will incur the usual fee for the total number of hours reserved for your appointment. The individual who cancels the appointment without 48-hours notice is responsible for the payment, regardless of whom the court order identifies as the responsible party for payment. _____

Agreement: By signing this contract, I agree to participate in child custody recommending counseling (otherwise known as Private Mediation) as described above, with Karen Giordano-Brenghause, LMFT, an independent Private Child Custody Recommending Counselor (CCRC)/ 3111 Child Custody Evaluator. I also agree for my child/ren to participate, as deemed necessary. _____

By signing this contract, I am acknowledging I have read the contract and agree to accept the terms of this contract. I am also acknowledging I have had an opportunity to have my questions answered by Karen Giordano-Brenghause and have received a copy of this contract for my records.

Name (please print) _____

Signature: _____ Date: _____