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**NON-CONFIDENTIAL
PRIVATE CHILD CUSTODY RECOMMENDING COUNSELING
INFORMATION AND AGREEMENT**

The following Agreement is entered into by _____ (Client) and Laurie Nickel Supkoff, LCSW (PCCRC).

1. **NON-CONFIDENTIAL PRIVATE CHILD CUSTODY RECOMMENDING COUNSELING DEFINED:** “Non-Confidential Private Child Custody Recommending Counseling” is the process in which the PCCR 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 PCCRC 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 PCCRC is to facilitate a mutually acceptable solution to the controversy, which represents the best interest of the child(ren).
3. **PCCRC’S ROLE:** The role of the PCCRC 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 PCCRC will conduct an evaluation and make a recommendation to the Court regarding any unresolved issues.
4. **PCCRC’S RIGHTS AND RESPONSIBILITIES:** The PCCRC shall determine the procedures and guidelines and remain neutral and objective during the process. At the conclusion of PCCRC, the PCCR Counselor shall prepare a report containing agreements reached and recommendations made for those issues left unresolved. The

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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 PCCRC's report is not intended to be legally binding on the Clients until such a time as the terms and conditions of the report are made an Order of the Court.

5. **ISSUES OF LAW:** If the PCCRC 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.
6. **OUTSIDE EXPERT CONSULTATION AND EVALUATION:** If, during the mediation or evaluation process, the PCCRC 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 PCCRC 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 PCCRC, 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.
7. **DOMESTIC VIOLENCE:** In the event of domestic violence, any party can request separate PCCRC 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 PCCRC, 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 PCCRC sessions are mandatory.
8. **CLIENT'S RIGHTS AND RESPONSIBILITIES:** The Clients understand that the PCCRC 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 PCCRC, free from interruption and/or intimidation from the other. Inflammatory language, foul language, and name-calling shall be avoided. No ex parte communication shall be allowed, either with the parties or their attorneys except for purposes of scheduling or procedural issues. All information shall be presented to the PCCRC with both parties present, either orally or in writing, with copies to the PCCRC and the other Client.
9. **STATE MANDATORY DISCLOSURE REQUIREMENT:** Pursuant to California Penal code Section 11108, the PCCRC has an affirmative duty to report information concerning child abuse (including but not limited to sexual abuse, physical abuse, and neglect). The PCCRC also has a duty to report a threat of harm to another person, property, or oneself.

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10. PROHIBITION OF DISCUSSING PCCRC WITH CHILDREN: Clients understand that discussing issues of PCCRC with the child(ren) may be damaging to the child(ren). Clients agree to not discuss the PCCRC process or any issues of PCCRC with the child(ren).

11. PROHIBITION ON RECORDING PRIVATE PCCRC: The Clients understand and agree that they are each prohibited from audio or video taping the PCCRC sessions. The Clients are encouraged to take notes throughout the PCCRC process.

12. CHILD CUSTODY RECOMMENDING COUNSELOR'S FEES

a. The Clients agree to pay the PCCRC for PCCRC services \$125.00 per 50-minute session. A retainer of \$1,250.00 shall be paid **at least fourteen (14) 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 \$750.00 must be always on deposit in the retainer account. Therefore, as the retainer is drawn upon, it must be replenished to maintain the minimum \$750.00 balance. The retainer must be replenished in the amount of \$500 each time, prior to scheduling further appointments. If after a reasonable period, at the sole discretion of the PCCRC, the Clients do not replenish the retainer, the PCCRC 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 PCCRC, either orally or in writing, to resolve the issue in an amicable way.

13. CANCELLATION POLICY: Clients shall be charged at the normal rate per hour for canceled or missed sessions unless notice of cancellation is received **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 **48-hour limit**, that parent shall be responsible for the entire fee charged for that missed or canceled session.

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- 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 PCCRC that day.

14. SCHEDULED DEPOSITION AND COURT TESTIMONY/FEES

a. PAYMENT:

- 1. Scheduled deposition and Court testimony are billable at a daily rate if scheduled in the morning, and a half daily rate if scheduled in the afternoon. Daily is 8 hours times \$200.00 (hourly rate) or any portion thereof. Half daily is 4 hours times \$200.00 (hourly rate) 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 after the subpoena is served.
- 4. Fees shall be paid in a minimum of 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 5 working days in advance.**

15. 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.

16. INDEMNIFICATION AND HOLD HARMLESS: The Clients, individually and on behalf of the minor children, agree to indemnify, protect and hold PCCRC harmless from *any* loss, costs or expenses, including but not limited to reasonable attorney fees incurred by PCCRC, in connection with any claims, actions, administrative proceedings (formal or informal), and any other actions brought by the Clients against PCCRC and determined by the trier of fact to be unfounded. All mediation procedures, as well as all involvement by the PCCRC and Clients, shall conform to County Local Rule, depending on the county with jurisdiction.

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I have read and completely understand all the terms of this Non-Confidential Private Child Custody Recommending Counseling Information and Agreement. I further declare that I am entering into this Agreement freely and voluntarily.

Client

Date

Laurie Nickel Supkoff, LCSW

Date