

Linda S. Tell, RN, MFT
Relationship and Mediation Services
MFC 25888
1851 Heritage Lane, Suite 275
Sacramento, CA 95815
916.649.2880

**Child Custody Recommending Counseling
Private Mediation
(Non-Confidential)**

Date: _____

Name: _____ DOB: _____

Address: _____

Telephone: _____ Email: _____

You have agreed or have been ordered to participate in Child Custody Recommending Counseling (otherwise known as "Private Mediation") according to the relevant California Family Law Codes and rules and procedures of Sacramento County.

I was appointed by the Superior Court of California, County of Sacramento, to conduct this procedure. In the mediation 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" mediation because I am required to provide the Court recommendations regarding any issues that were not agreed upon in mediation.

My involvement as the mediator/Child Custody Recommending Counselor, 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 children, 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.

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. All mediation procedures, as well as all involvement by the mediator and parties, shall conform to Sacramento County Superior Court Local Rule 14.08.

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.

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 further understand that they are prohibited from audiotaping any of the mediation sessions and therefore, agree not to do so. However, the parties may make written notes for themselves during the mediation process.

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

All work is charged at a rate of \$175 per hour– **Each meeting will be paid for at the time of the session. Sessions are two hours in duration (\$350 per session).** _____

There is an additional one-hour fee for administrative time to initially prepare your file. \$175 Administrative File Preparation Fee _____

A retainer in the amount of \$2000 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 \$2000 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. 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. _____

If your check is returned from the bank you will be charged an additional \$25 and restitution of the returned check will be expected immediately. All further appointments will be cancelled until restitution is made.

Please note: There will be a delay in scheduling further appointments unless fees for services are paid in a timely manner.

Deposition Fee:

Depositions will be billed at the rate of \$1350 for an afternoon appointment, or \$2350 for a morning appointment. These fees include a two-hour minimum preparation fee and must be paid in advance of the deposition. In the event it takes more time to prepare for your deposition, you will be billed at \$175 per hour and the remaining payment is required before the deposition commences.

Scheduled Court Testimony:

Testimony will be billed at \$1350 for an afternoon court appearance, or \$2350 when a morning court appearance is scheduled. These fees include a two-hour minimum preparation fee and **MUST** be paid in advance of the trial date. In the event it takes more time to prepare for your trial, you will be billed at \$175 per hour and the remaining payment is required at trial prior to my testimony.

Deposition and Court testimony fees are payable two weeks in advance by certified check or cash. Refunds will be issued only if this mediator receives cancellation 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 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 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.

Agreement: By signing this contract, I agree to participate in child custody recommending counseling (otherwise known as Private Mediation) as described above, with Linda S. Tell, RN, MFT, an independent child custody recommending counselor (CCRC). 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 Linda Tell and have received a copy of this contract for my records.

Name (please print) _____

Signature: _____ Date: _____