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RECOMMENDING MEDIATION INFORMED ASSENT & AGREEMENT  
Policies and Procedures

This document details my policies and procedures for Recommending Mediation and serves as a voluntary agreement to participate in this process. Recommending Mediation is a non confidential process intended to assist a family when their own attempts to resolve issues concerning the custody of their children have reached an impasse. Recommending Mediation is a form of mediation which is intended to facilitate the determination of a viable parenting plan that is in your children's best interest. Recommending Mediation is designed to promote resolution of conflicts about parenting arrangements and related matters. Recommending Mediation is a family centered conflict resolution process in which an impartial third party assists the participants to negotiate a consensual and informed settlement. Dr. Perlmutter's role as recommending mediator includes reducing obstacles to communication, maximizing the exploration of alternatives, and addressing the needs of those involved or affected. In the event that Recommending Mediation does not lead to an agreement in full or to agreement on some of the issues in dispute as necessary, Dr. Perlmutter will issue a set of recommendations that will help to resolve the dispute. The recommendations will focus on what is in the children's best interests. Such a report will summarize any partial or full agreements that result from the Mediation and will clearly state the recommendations that address the issues in dispute. This report will be distributed to the participants, their attorneys and the Court (if previously stipulated or ordered to receive a copy).

In the Marriage of \_\_\_\_\_ you (the parent endorsing this document) have asked me to conduct Recommending Mediation for your family. You have stipulated and the court has appointed me (Kenneth B. Perlmutter who will serve as neutral recommending mediator) to serve in this role per the "Stipulation and Order Re, Appointment of Private Recommending Mediator, Kenneth B. Perlmutter, Ph.D." dated \_\_\_\_\_. I will conduct Recommending Mediation under the appropriate laws of the State of California (i.e. Evidence and Family Codes, Rules of Court) and \_\_\_\_\_ County local rules.

You understand that I am a neutral professional and that during the course of the Mediation I will form impressions and ultimately make conclusions about you and your family that may result in you reaching agreements and/or in my issuing child custody recommendations. The focus of my task is always on what will be in your children's best interests. Typically in Recommending Mediation I do not interview your children but this may occur if it is indicated. You will know if I choose to do so. I do sometimes interview collateral sources of information. You will know if I choose to do so. I will conduct the Recommending Mediation under the following conditions.

1. We will generally follow the process and focus as stated in the above-noted Stipulation and Order. The specific areas of focus of the mediation are stated in \_\_\_\_\_.
2. I will communicate with you by e-mail with Instructions of what we will do in both individual and conjoint interviews.

3. INTERVIEWS. I will do a series of interviews with you. These will be individual and conjoint interviews. Note: I will provide you with a separate “Telepsychology Consent” which covers interviews that will take place by videoconference and telephonically.

4. PSYCHOLOGICAL TESTING. Recommending Mediation does not include psychological testing.

5. HOME VISITS. Recommending Mediation does not include home visits.

6. OTHER CONTACTS. Your counsel did not identify collateral sources of information for me to contact. However I will explain who those persons may be and we may identify other such sources. In general these are professionals or other neutral persons who can provide relevant information about your children or you. I reserve the right to make a final decision about whom to contact. In general character references are not necessary. If I contact any professionals I will have you sign an appropriate “authorization for release and exchange of confidential information” form. I will send a copy of the authorization to the professional and keep the original on file. See paragraph(s) \_\_\_\_\_ of the Stipulation and Order.

7. CONFIDENTIALITY. You understand that essentially there is no confidentiality in this matter other than the inappropriate disclosure of information to other parties not involved in this matter. I will be free to discuss what we discuss with any person involved in this matter. I may share information provided by one parent with the other parent or ask a parent questions about what has been learned from the other parent, a child, or a collateral source. In the event we do not reach a full agreement I will issue a final report (or series of reports) which will only be released to you and your attorney and the Court (if so requested). Please note that California law requires reporting to appropriate agencies in cases where there is reasonable suspicion of child abuse, elder abuse, stated intention to injure another person and/or imminent danger of harming yourself or inability to care for yourself. See paragraph \_\_\_\_\_ of the Stipulation and Order.

8. PSYCHOTHERAPY/COUNSELING. You understand that Recommending Mediation is not psychotherapy or counseling. I do not provide crisis intervention or any other therapeutic intervention/services.

9. CASE MANAGEMENT. You understand that unless specifically previously agreed to that I will not make decisions about the day to day aspects or functioning of your family. I do not make interim recommendations before my work is concluded. The period of my appointment has been defined by your counsel as one year from the filing of the order which appoints me. Generally I do not serve in this role over a lengthy period of time. I am not serving as your Parenting Coordinator which is an entirely different forensic role and function than a Recommending Mediator.

10. PROVIDING DOCUMENTS/OTHER INFORMATION. Generally this information will come directly from your attorneys. I will commence every Recommending Mediation with a conference with the attorneys and they will determine what documents I will review. In your matter to this date I have been provided no documents. However I may ask you to provide me directly with other objective information (e.g. lists of professionals and other people to contact) and other information that we may not fully cover in our interviews. I may ask you or your attorneys to provide me with additional information.

11. CONTACT WITH THE MEDIATOR. I will describe to you the methods with which we will communicate. I may use the telephone, U.S. mail, and electronic mail to communicate with you and you with me. You are free to initiate e-mail contact (which will receive the quickest response) and telephone contact with me. I will explain more about the limitations on our communication. To be clear you should not provide me any detailed information, lengthy messages or substantive information without first receiving my permission to do so. Please do not ever hesitate to ask questions about this paragraph.

12. FEES. My hourly fee is \$\_\_\_\_\_. I charge for all the time I spend on your matter which includes but is not limited to: all telephone conferences and e-mail with attorneys (i.e. all the contacts I have had and work done during the “set up” period), all interviews (by telephone or in person), other telephone contacts, correspondence, case review and all reports/recommendations/agreements that I write. I keep a record of all the time I spend on your matter and when appropriate I provide an accounting of the time I have spent. To start the recommending mediation you will pay your share of the first \_\_\_\_\_ hours (i.e. \$\_\_\_\_\_, \$\_\_\_\_\_ per parent) of my time which is called the “retainer.” In the \_\_\_\_\_ matter the parents have stipulated to equally share the fees for the entire recommending mediation (see Paragraph \_\_\_\_). As we get to the end of the first \_\_\_\_ hours I will tell you if additional retainers are required. This retainer is refundable in the event we do not use the entire \_\_\_\_ hours. I will not complete my work or release a report/agreements/recommendations until all fees due from all parties are paid in full. You understand that in agreeing to this clause you fully understand and agree to it.

You will be responsible for any appointment that you cancel or miss. If you wish to change an appointment you must provide 48 hours notice by e-mail and voicemail. Notice for all Monday appointments must be received by the previous Thursday at 5:00 p.m. Notice for all Tuesday appointments must be received by the previous Friday at 5:00 p.m. My answering machine is on 24 hours a day. You understand that you are responsible for your share of any fees due for my involvement in Recommending Mediation. This may include but not be limited to meetings with attorneys, my deposition, or attendance at: settlement conference, court hearings or trial. You are responsible for having your attorney explain how the matter proceeds after my report/agreements/recommendations are released. You understand that once my work is complete we will have no substantive contact (unless specifically agreed to by the attorneys) and that all contact at that time shall be through your attorney.

The items stated above in this “Recommending Mediation Assent and Agreement” were discussed and elaborated by Dr. Perlmutter, I have been able to ask him questions about it, and I give my assent to proceed with Recommending Mediation. I have read the above, understand it and agree to it. I have had the opportunity to discuss this Assent and Agreement with my attorney (who received a copy from Dr. Perlmutter) or present a copy to an attorney of my choosing. I have been able to make a copy of this document.\*

Parent print name and sign:

Date:

\*Note: During the pandemic (20\_\_ ) in some instances you may sign this form prior to the first interview. At the start of the first interview I will review this form with you and answer all questions you may have about it. Thus there may be aspects of the final paragraph that will not be true until the first interview.