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Brief Focused Assessment (BFA) INFORMED ASSENT & AGREEMENT  
Policies and Procedures

You (the parent endorsing this document), have been ordered by the court, and the court has appointed me to, conduct a Brief Focused Assessment (BFA) of your family. I will serve as the neutral BFA evaluator by FL-327 Order Appointing Child Custody Evaluator filed \_\_\_\_\_. You understand that I am a neutral professional and during the course of the assessment I form impressions and ultimately make recommendations about your family that will result in my issuing specific recommendations in my final report pertaining to you and your child(ren). The focus of my task is to make recommendations that will be in your child's best interests. In all cases the process concludes with my writing a final report with specific recommendations. This report will only be released and to your attorney (and possibly your private judge if your attorneys so stipulate). You will not, unless your represent yourself, receive a copy of the report from me. I will conduct the assessment under the following conditions.

**PURPOSE/SCOPE OF THE BFA:** In doing a BFA either your attorneys have specified the clear and specific issues I am to address, and these areas of focus are checked or described in the Order for BFA. I have discussed this with your attorneys and these issues guide the entirety of my work. In the event I commence work on the BFA and determine that the scope is different, broader or not appropriate for a BFA I will inform you and contact the attorneys and the Court for guidance and resolution. A BFA is distinct from a comprehensive custody evaluation, in that it addresses a narrow range of specific issues, and involves less expenditure of professional time than a full EC 730 evaluation. It follows that the more items checked or described in the Order for BFA will result in more hours being required to complete the BFA process. I will keep you informed of the time spent as we proceed and when I have completed the draft of the final report and recommendations.

**INTERVIEWS/RECORD KEEPING:** I may take written notes or computer notes, documenting the information that is obtained in interviews. I start with an individual interview with each parent, and I will interview your child in my office, brought on separate occasions by each parent. I may ask to interview the parents jointly, and I may interview other members of your family. I will ask you for input about who I interview. I will tell you who I will interview.

**PSYCHOLOGICAL TESTING:** There will be no psychological testing in this BFA.

**HOME VISITS:** There will be no home visits in this BFA.

**OTHER COLLATERAL CONTACTS:** You will inform me of any persons whom you wish me to contact. In general these are professionals or other neutral persons who can provide relevant information about your child or you. I may contact other persons who are nonprofessionals (e.g. family members) that you believe I should contact. I reserve the right to make a final decision about whom to contact. In general character references are not necessary. If I contact other professionals, I will have you sign an appropriate "authorization to release information" form. I will send a copy of the original release to the professional and keep the original on file.

**CONFIDENTIALITY:** You understand that essentially there is no confidentiality in this process other than the assurance that there will be no inappropriate disclosure of information to other parties not involved in this matter. I will issue a final report which will only be released to your attorney and possibly the Court. I will be free to discuss the issues that are being assessed with any person involved in this matter. While I will notify these persons of the lack of confidentiality you should notify any person you choose to involve in this matter of the limits of confidentiality. 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.

**PSYCHOTHERAPY/COUNSELING:** You understand that this BFA is not psychotherapy or counseling. I do not provide crisis intervention or any other therapeutic intervention during the course of a BFA.

**CASE MANAGEMENT:** You understand that unless specifically previously agreed to by the attorneys or ordered by the Court I will not make decisions or interim recommendations about your custody matter during the ongoing BFA. A BFA is not mediation, recommending mediation or parenting coordination.

**PROVIDING DOCUMENTS/OTHER INFORMATION:** Generally this information will come directly from your attorneys and that should be stated in the Order/Stipulation appointing me as BFA evaluator. I will usually receive these documents prior to the start of the BFA. However I may ask you to provide me directly with other objective information that we may not fully cover in our interviews (e.g. your family history, your concerns about the other parent). When you provide the written information (which may include e-mails/letters you send me) you understand that I always reserve the right to provide copies of this information to the other parent and/or attorneys.

**CONTACT WITH THE EVALUATOR:** I may use the telephone, U.S. Mail, or electronic mail to communicate with you, or you with me. You are free to initiate telephone and e-mail contact with me to ask any questions but you should not provide me with substantive information unless I first give you permission to do so. Please ask me about this if you have any questions. If I give you permission to provide something by e-mail I may ask you to send a copy to the other parent. You understand that once the BFA report is completed and then released we will have no substantive contact (unless specifically agreed to by the attorneys) and that all contact after that time shall be through your attorney.

**FEES:** My hourly fee is \$\_\_\_\_\_ I charge for all time spent on your matter, which includes, but is not limited to all interviews, substantive telephone contact, correspondence, review of any documents, case review, and writing the final report. I keep a record of all the time I spend on your matter, and this is reflected in the final BFA report. To start the assessment, you will pay your share of \$\_\_\_\_\_ (\$\_\_\_\_\_/parent) for the first \_\_\_\_\_ hours of my time, which is called the "retainer." In the \_\_\_\_\_ matter the parents will equally share payment of all fees for the BFA and any related involvement. I do not accept credit cards.

In the event the time for the BFA process and final report will require more than \_\_\_\_\_ hours I will inform you of the need for additional fee retainers. After all interviews are complete, I will tell you when I expect to complete the report and what I expect the final fees to be (which I will ask you to pay at that time). After I complete the final draft of the report I will tell you the final fees due (and whether you have a balance due or a credit). I will then edit the final report and do not charge for this time. You understand that I will not release the final report until all fees from all parties are paid in full. In the event there is a problem with payment of fees I will contact Consent and (BFA)

your attorneys and/or the Court. I will contact you to let you know the day the report has been sent to the attorneys.

You are responsible for having your attorney explain how the matter proceeds after the BFA report is released. You understand that once the BFA is completed we will have no substantive contact and that all contact at that time shall be through your attorney.

Once the BFA is complete the attorneys or the Court may determine my future involvement. I assume that in the event I am subpoenaed to appear in Court the parents will continue to share payment of my fees at the proportion stated in the Order for the BFA. If the attorneys wish that I attend any other meetings or conferences the same division of fees will apply.

You will be solely responsible for the full amount due for any scheduled appointment that you do not cancel with 48 or more hours advance notice. My voice mail receives messages 24 hours a day. If you do cancel an appointment please leave a voicemail first and then send a follow up e-mail.

The items stated above in this “BFA Informed 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 the evaluation. 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.