

FEE POLICIES AND AGREEMENT FOR CHILD AND FAMILY INVESTIGATOR (CFI) SERVICES

Presumptive Maximum Fees: The order of appointment governs my payment by each party or by the State of Colorado. For private paid CFIs, the presumptive maximum fee for the investigative and reporting work is \$2,750 per appointment. The fee shall not exceed this presumptive cap without prior court approval in the form of a written order with specific findings concerning the extraordinary circumstances justifying the excess fees. Some courts may set a lower presumptive maximum in the order of appointment.

In addition, if either party or the court requests that I testify, I may bill for an additional amount, up to \$500, for my time preparing and providing testimony. Similarly, I can exceed this cap only with prior court approval in the form of a written order with specific findings concerning the extraordinary circumstances justifying the excess fees. Regardless of which party requests my testimony, the fees for preparing and testifying will be paid in accordance with the order of appointment. If testimony is requested, an additional retainer may be required.

Chief Justice Directive 04-05 governs cases that are wholly or partially paid by the State of Colorado, including the hourly rate and presumptive maximum fee.

Hourly Rate and Other Charges:

- My hourly rate is \$120 for investigative and reporting work, including but not limited to interviews, contacts with references, phone contacts, in person meetings, home visits, consultations, report writing, and review of court records and other documents.
- If my testimony is requested at the hearing, I bill a flat rate fee of \$500 for hearing preparation, testimony, travel, and court waiting time.
- If I must travel outside of the metropolitan area, reasonable expenses for airline tickets, rental cars, parking fees, gasoline charges, hotel charges, and meals will be added to the cost of the CFI services.
- If I obtain records from an individual or business who charges for copies or files, I will pass the cost on to you.
- Appointments not canceled or rescheduled at least 24 hours in advance will be charged a cancellation fee of \$150.00.
- If I must consult with another professional for their expertise in culture, religion, medical treatment, health, medication, complex legal, substance abuse or mental health issues, I will pass these charges on to you. Prior to incurring these charges, I will first inform you or your attorney about the anticipated need for consultation services and the anticipated charges.
- If you or your attorney make a written request for the file, my staff or I will either deliver the file to a photocopy business for duplication or scanning or duplicate or scan the entire file at a charge \$0.25 per page scanned or duplicated. I may also charge for actual messenger services incurred. If I deliver the file to a photocopy business, you will be responsible for the duplication or scanning cost.
- The hourly rate charged for my support staff is \$N/A.

Retainers: In accordance with the order of appointment, you must pay an initial retainer of \$2,750 in full prior to commencement of the CFI investigation. In some cases, the investigation may cost more than the initial retainer. In those cases, all parties and the Court will be notified of the need for additional work that exceeds the retainer and permission from the Court will be requested to exceed the retainer amount. If the Court grants those additional funds, each party will be responsible for their proportionate share of those costs based on the original CFI Appointment Order.

Fee Changes: The hourly rates quoted in this fee policy will remain the same throughout the investigation. Fees may be adjusted for future re-appointments, but will be disclosed in a new fee policy at that time.

Collections: If you become delinquent in or default on the payment of your bill, I may inform the court, refer the account for collection, or ask the court for a judgment against you. The court may pursue contempt of court against you for nonpayment of fees. You will be held responsible for payment of fees and expenses associated with any collection efforts. By signing below, you have consented to my release of your name, demographic information, nature of service, and any other necessary data for the limited purpose of pursuing collection of fees in the event of delinquency or default on the payment of monies owed for the provision of CFI services.

Please closely review this document and discuss it with your attorney prior to signing below. If you have questions or concerns, please ask them before signing below.

I have read, understand, and agree to the FEE POLICIES AND AGREEMENT FOR CHILD AND FAMILY INVESTIGATOR SERVICES.

I, _____, am responsible for _____% of all of the fees and costs and for the specified retainer set forth above. I agree to abide by all terms and provisions in the FEE POLICIES AND AGREEMENT FOR CHILD AND FAMILY INVESTIGATOR SERVICES.

Printed name: _____

Date: _____

Signature: _____