

# CHILD AND FAMILY INVESTIGATION INTAKE PACKET

## THIS AGREEMENT MUST BE SIGNED BY ALL PARTIES

Please complete and sign this 5 page agreement and return it to me with all forms completed.

County: _____ Case Number: _____	
Judge:	
Your Name:	
Address:	
Telephone:	Cell:
Email address:	
Your attorney's name:	
Your attorney's phone:	
Your attorney's address:	
Name of other Parent:	

Name of child:	Date of birth:
Name of child:	Date of birth:
Name of child:	Date of birth:
Name of child:	Date of birth:
Name of child:	Date of birth:

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## CHILD AND FAMILY INVESTIGATOR:

My service as a child and family investigator is governed by statute, the order for my appointment, Supreme Court Directive 04-08, and this agreement. CFIs investigate, report, and make recommendations to assist the Court regarding issues that affect or may affect the best interests of minor child(ren). This agreement sets out the terms upon which I provide that service.

The best way to conduct my investigation is to gather information quickly and efficiently. Attached to this agreement are forms for you to fill out and return to me. My investigation will not begin until I have received ALL completed forms, including a signed copy of this agreement, and the full retainer is received unless the State has deemed the parties indigent and the Court order states that the State will cover the costs of the evaluation. My office will advise the Court if a party is not cooperating and is delaying the investigation. A party who has not promptly cooperated may need to explain to the Court why they failed to cooperate. Once all parties have returned the signed packet and agreement, it usually takes at least sixty days to meet with the parties and children, investigate and issue a report to the court. Once the forms and payment are received I will conduct my investigation, which will include meeting with the parties and the children, and, where appropriate, contacting collateral sources, reviewing witness statements, documents, evidence or pleadings. It normally takes about two weeks after I have completed my investigation to issue a report which is filed with the Court.

## FORMS:

Several forms are attached to help me gain and understanding of the child(ren)'s situation quickly and efficiently. Please complete each form using ink, sign, and be prepared to bring them to our first meeting. **Please do not make the forms double sided, and do not write on the back of any page.** Answer every question so that it is complete and honest. If you don't know the answer, indicate so. If you don't think a question pertains to the situation, explain why.

- Please complete a CHILD INFORMATION form for each child.
- Please complete a PARENT INFORMATION form for yourself and any other adult living in your household. Make copies of the form as necessary.
- Please complete a RELEASE OF INFORMATION form for each child's relevant professionals, including doctors, social workers, counselors, teachers, care providers, and other treatment providers. Make copies of the form as necessary.
- Please also complete a RELEASE OF INFORMATION form for your own medical, counseling, and criminal history records.
- Please complete the WITNESS INFORMATION form if you, or your attorney, believe that there are witnesses with specific and pertinent information relevant to the case. Make copies of the form as necessary, with your information clearly completed at the top. Witnesses need to have the form notarized, and should return the form directly to me. Teachers, social workers, counselors and medical providers DO NOT need to complete a Witness Information form.

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### **PLEADINGS AND DOCUMENTS:**

Please forward any other materials or pleadings which you believe will clarify relevant issues, including all current orders or agreements pertaining to the children. These may also include police reports, social services reports, communication records, photos, or other documents relevant to your case. Please **DO NOT forward original documents to me**, as I will not return them. Keep in mind that I will bill for time spent reviewing these documents, so please highlight relevant items and/or attach in writing a summary of relevance.

### **MEETINGS:**

Once all information forms have been received and payment has been collected, I will contact you to schedule meetings with you and your child(ren).

### **COMMUNICATION WITH ATTORNEYS:**

During the course of my investigation, any communication with one attorney must be disclosed to the other, or if the party is not represented, to the party. Unless the circumstances prohibit, conversations with counsel will need to take place jointly as conference calls, copied emails, or joint meetings, unless the parties, their attorneys and I agree in writing to a different procedure. Counsel must send a copy of any correspondence or documents sent to me to all other counsel or unrepresented parties. After my report has been submitted to Court, it is possible that I may speak with one or both attorneys separately if any questions arise, if testimony is needed, or for other reasons.

### **PAYMENT:**

Unless otherwise Ordered by Court, a retainer of \$1,500.00 must be paid in full before any work will begin. I bill out of court time at \$150.00/hour. This includes, but is not limited to, interviews, review of information submitted, telephone time, time reviewing telephone messages and contacts with collateral sources of information, report writing, and travel time related to your case. All court time, depositions, file production/copying, and conferences are billed at \$200.00/hour, portal to portal, which includes preparation, travel time, waiting, testimony and conferences with attorneys.

Services will be deducted from the retainer as accrued. Services will suspend if the retainer is not maintained or there is an unpaid balance, and the Court will be notified. No portion of my file or report will be released to a non-paying party until any unpaid balance is paid in full. Default interest shall accrue on unpaid balances at the rate of 18% per annum. All parties shall be individually responsible for the payment of all fees, and will incur fees for collection, legal services, etc. at the minimum rate of \$185.00/hour.

Each party is responsible for payment of attorney fees and costs pertaining to this agreement and my service as child and family investigator, including disputes related to subpoenas issued contrary to the terms of this agreement, payment for my services and all testimony at the rates set out in this agreement, or any other matter related to enforcement of this agreement, whether brought in a separate action or not.

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If the Court has found both parties to be indigent and the order of appointment states that my fees and cost will be borne by the Sate, the parties will not be responsible or billed for any of my fees or costs. Please keep in mind that although I am paid by the parties, my service as a CFI is at the direction of the Court, for which I have a quasi-judicial immunity to the greatest extent allowed by law.

By Chief Justice Directive, the Court shall enforce its orders for my payment by all available means to ensure that I receive adequate and predictable compensation. Actions to enforce this agreement do not constitute a conflict of interest in my service as child and family investigator. The terms of this agreement survive the termination of my appointment.

If a Party exercises their right requesting a copy of the file, the photocopying of the file is charged at \$.25 per page, postage or messenger services are charged at the actual cost, and administrative time for copying the files and preparing the copies for sending is applied at \$150/hour. If it is believed that the contents of the file would endanger any person's welfare, the Court will be notified, and further order from the court will be awaited before releasing that information. If any information is requested after the final hearing, the file is not discoverable to anyone without a court order, including the parties and their attorneys.

### **HEARINGS:**

By statute, I may be called as a witness, but special arrangements must be made well in advance of the hearing. A subpoena is necessary for all court appearances or depositions. Any outstanding balance must be paid and a separate and additional retainer of \$500.00 is required for all depositions and Court appearance which must be paid at least seven days prior to the appearance date. The retainer is required for any and all appearances or requests for production of my file or other documents, even for telephone testimony.

By signing this agreement below, you agree that notice of this agreement shall be sufficient grounds to quash any subpoena issued contrary to the terms stated in this agreement and the attorney fees and costs incurred in bringing this motion. Be sure that your attorney does not issue any subpoenas on your behalf unless the retainer is paid as stated above, because you are financially responsible.

### **JURISDICTION OF APPOINTING COURT:**

By signing below, you agree that any and all actions, proceedings, or disputes which you claim against me, now or at any time in the future, even after the termination of my appointment, will be brought in the court in which I was appointed. Notice of this agreement in any other forum shall be sufficient for those proceedings to be dismissed. You are responsible for payment of my attorney fees, costs, expenses and the value of any income or time I have lost in responding to any action, grievance, or other proceeding which you may bring, or cause to be brought arising in any manner from my appointment or service. You consent to the jurisdiction for any action to enforce this agreement, upon motion in the court in which I was appointed CFI, without need of bringing a separate action.

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By Supreme Court Directive 04-08 I specifically cannot provide psychotherapy to any of the parties or children in the case. Complaints as to my capacity as a Licensed Marriage and Family Therapist are addressed to : Colorado Department of Regulatory Agencies, the Colorado Mental Health Section, 1560 Broadway, Suite 880 Denver, CO 80202. 303-894-7766. If you believe I have had a prior personal or professional relationship with you or any member of your family, I will not be able to serve as CFI in this matter. Please notify me in writing prior to the commencement of services if you believe a conflict of interest prevents my service in this matter. No therapeutic or counseling relationship is established by my service as a CFI, and no confidentiality exists within the proceedings in which I am appointed, except as may be provided by statute or Court order.

Prior to filing a complaint with the SCAO, parties or their counsel of record shall request preliminary findings on the record from the judicial officer presiding over the current case that the CFI failed to comply with the court's order of appointment or has violated a practice standard set forth in this CJD. The complainant must request a preliminary finding for each practice standard for which they intend to file a formal complaint. Preliminary findings must be requested within 60 days of termination of the CFI's appointment but are strongly encouraged prior to final orders being entered. Preliminary findings and/or founded complaints made after entry of final orders regarding issues the CFI investigated will not result in changes to those orders. The court must make a ruling on requested preliminary findings within 90 days. The court, counsel of record, parties or anyone with knowledge regarding the CFI's failure to make a mandatory disclosure to the SCAO of any malpractice suit or criminal charge brought or filed against them or notification of any grievance, formal complaint, or disciplinary action that is under investigation pursuant to section VII(B) may file a complaint with the SCAO without a judicial finding. The court, counsel of record, or parties to the case may file a complaint with the SCAO without a judicial finding regarding violation of Standard 6: The CFI shall establish and maintain competence through training. 2. Parties or their counsel of record shall request the preliminary findings by filing a motion requesting such findings in the current case. The CFI shall be notified of the request for findings and allowed 21 days to respond. The judicial officer is not required to hold a separate hearing to either deny the motion for preliminary findings or to make such findings, so long as the court issues a written order on any properly filed motion. Unless otherwise approved by the court, neither the motion nor response shall exceed ten pages. An order which simply removes the CFI or states "So Ordered" shall be insufficient to establish preliminary findings of a violation. The trial court may consider whether the parties stipulated to some or all of the recommendations of the CFI in determining whether the CFI committed a violation. The court has the discretion to address the issue of fees for the CFI's time spent responding to the motion for preliminary findings. 3. Parties or their counsel of record shall file a complaint with the SCAO only after the judicial officer presiding over the case has made oral or written preliminary findings on the record that the CFI failed to comply with the court's order of appointment or has violated a practice standard set forth in this CJD. The findings must specifically enumerate with which practice standards or which provisions in the court's order the CFI has failed to comply. Complaints as to my capacity as a Child and Family Investigator should be sent to the State Court Administrator's Office. Their website: <https://www.courts.state.co.us/Administration/Section.cfm?Section=jp3domprog> provides an online complaint form.

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My report and file shall be confidential outside of the matter in which I was appointed, except as provided by law. There is no obligation that I comply with HIPAA requirements as I am not providing medical or psychological services.

As an LMFT, I am required by law to report any suspected sexual or physical abuse or neglect of a child. I also have a duty to warn if believable threats of harm are made against any person.

I may seek protective orders from the Court for information I learn from the children which I believe is sensitive, or the disclosure of which would be detrimental to the children. My file may contain information which is sensitive to the people involved in my investigation. If I believe that the release of any particular information obtained in the course of my investigation would endanger any person's welfare, or would be sensitive or detrimental to the best interests of the child or children, or where the confidentiality of the materials in unclear, I will inform the court of my concerns, and wait for a court order regarding the release of the information. To expedite the matter, I may file the particular information, under seal with the court.

By signing below, I certify that I have read, understand, and agree to all of the terms for the appointment of Kristen Cheesman, MA, LMFT to serve as Child and Family Investigator for the minor child or children, and those terms shall be legally binding upon me:

Signature of party \_\_\_\_\_

Date \_\_\_\_\_

Please return ORIGINALS of signature page and all completed forms – you may make copies for your records.