

## Contents of Financial Arrangements for Investigative, Expert and Other Services

Case Name: \_\_\_\_\_

Case Number: \_\_\_\_\_

The engagement of your services for this case is subject to the following:

- 1) You will be compensated at a rate of \$\_\_\_\_\_ per hour for services and \$\_\_\_\_\_ per hour for travel time. The maximum payment amount authorized by the Court as of this date for your services is \$\_\_\_\_\_, excluding properly documented reimbursable expenses.
- 2) A CJA 21 voucher will be created for you in the Court's CJA eVoucher electronic voucher system which I will complete and submit.
- 3) It is my responsibility as counsel to submit and certify to the Court that the services were rendered. Payment for your services is subject to approval by the presiding judge (and, in certain circumstances, the Chief Judge of the Third Circuit). Approved payments are made by the Department of the Treasury out of the federal judiciary's Defender Services account, **not by me or my law firm**. I have 30 days from receipt of your invoice to file a CJA-21 on your behalf so payment can be processed.
- 4) The presiding judge (and the Chief Judge of the Third Circuit) has the discretion to reduce a voucher. Specific reasons include: (a) a mathematical error; (b) non-compliance with circuit policy, district court policies or the *Guide to Judiciary Policy*, Volume 7, Part A Chapter 3, or (c) a determination that the services claimed are unreasonable either in terms of the work performed or the amount of time and expenses submitted. Accordingly, this Engagement Letter is not a guarantee of payment for all services rendered or expenses incurred.
- 5) **Do not perform services or incur expenses that would result in an invoice in excess of the maximum payment amount authorized by the Court** (as set forth in paragraph 1). Doing so creates a risk that the Court will not authorize the payment for the work done or expenses incurred in excess of the maximum authorized amount, even if the services performed or expenses incurred are necessary. You must advise me **before** you exceed the Court's maximum authorized payment amount, and if I determine such additional work and/or expenses are necessary for the representation, I will seek approval from the Court for an excess authorization level, before such work is performed or expenses incurred.

- 6) Travel expenses will be reimbursed on the basis of actual expenses incurred. Please consult with me regarding the maximum reimbursement amounts for travel expenses. Airline travel must be authorized by the Court by my application. If airline travel is authorized, I will provide guidance to you regarding the purchase of a ticket.
  
- 7) Record Keeping – Consistent with CJA Guidelines § 320.90, you are required to maintain contemporaneous time and attendance records for all work/services billed, as well as expense records. These records should be attached to your CJA eVoucher that is submitted for payment. Any separate time and attendance records must be retained for three years after approval of the appointed counsel’s or the service provider’s final voucher, whichever is later.
  
- 8) Unless otherwise authorized by the Court, a voucher for services performed and expenses incurred for the representation should be submitted at the conclusion of your services. The Court attempts to process invoices as promptly as the business of the Court permits.
  
- 9) Scope of Work – You are authorized to do the following work:

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Expert’s Signature: \_\_\_\_\_

Date \_\_\_\_\_

Attorney’s Signature: \_\_\_\_\_

Date \_\_\_\_\_