IX. APPENDIX 3 – SAMPLE ENGAGEMENT LETTER

Sample Engagement Letter: Contents of Financial Arrangements

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 Form 21 (non-capital) or 31 (capital) will be created for you in the court's electronic voucher system which either you or I will complete and submit. Instructions on how to use the eVoucher system will be provided to you.

3) It is my responsibility as counsel to certify to the court that the services were rendered. Payment for your services is subject to approval by the presiding judge (or CJA Supervising Attorney) and, in certain circumstances, the Chief Judge of the Ninth Circuit (or the Chief Judge's delegate). 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**.

4) The presiding judge (and the Chief Judge of the Ninth Circuit or the Chief Judge's delegate, if applicable) has discretion to reduce a voucher. Specific reasons include: (a) a mathematical error; (b) non-compliance with circuit policy, district court policies or the Guidelines for Administering the CJA and Related Statutes (CJA Guidelines), *Guide to Judiciary Policy*, Volume 7, Part A, 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 a new maximum 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. While the court attempts to process invoices as quickly as possible, there may be delays in payment due to workload and other factors.

9) Scope of Work – You are authorized to do the following work:

_____

_____

_____

_____

_____

_____

_____

_____

Accepted by: _____

Date: _____