



### ASSIGNED COUNSEL INVESTIGATOR AGREEMENT

I WISH TO BE LISTED WITH THE MAINE COMMISSION ON PUBLIC DEFENSE SERVICES AS AVAILABLE FOR PRIVATE INVESTIGATION SERVICES ON BEHALF OF INDIGENT DEFENDANTS. I THEREFORE AGREE TO THE FOLLOWING CONDITIONS:

- A. Hourly rate to not exceed \$65, to be billed in .10 of an hour increments.
- B. No charges will be made for services performed prior to or in excess of the Commission's authorization.
- C. Any statement for services rendered must be itemized as to the date, nature of service performed and time expended. (N.B., itemizations such as "investigation" or "interview" are not sufficient).
- D. Invoices should be submitted to the attorney who engaged the investigator.
  - 1. In addition to the invoice, the investigator should also provide a one-page document which is separate from the invoice. A template is attached. The template is not mandatory, but if the investigator chooses not to use it, the document should meet the following parameters:
    - a. Should include:
      - i. Vendor's name;
      - ii. Vendor code;
      - iii. Vendor's payment address;
      - iv. Invoice number;
      - v. Date submitted;
      - vi. Docket number;
      - vii. For each person who worked on the case for that vendor, their rate, a notation of whether it is an hourly or fixed rate, and the number of hours worked;
      - viii. Itemized expenses (just the item and the cost, not an explanation); and
      - ix. The total cost.
    - b. Should NOT include:
      - i. Client name or personally identifying information; or
      - ii. Notes about substantive work done.
- E. Investigators shall diligently perform necessary services requested by the contracting attorney and shall not charge for time not reasonably required to complete the services requested.
- F. Out-of-pocket expenses must be itemized and supported by receipts. No reimbursement will be made for mileage in excess of the State rate (currently, \$.54/mile) or for items usually associated with regular office expenses.

- G. Any statement for services must be certified by the client’s counsel and indicate that all services have been performed satisfactorily and applicable reports provided to counsel. Reports cannot be withheld to secure payment.
- H. All services rendered are by agreement and under the direction of the defendant’s attorney. The contract for employment is with the attorney. The Commission is not responsible for any compensation other than as authorized by the Commission.
- I. Appearance on the Commission register allows the investigator or agency to be compensated in court appointed cases. This does not constitute employment by the Commission or approval, certification or endorsement of an investigator or agency.
- J. No investigator shall represent nor hold themselves out as being “court-appointed” or acting in any official or unofficial capacity for the court or the Commission.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Company Name:

\_\_\_\_\_  
Address: