**CONFIDENTIAL COMMUNICATION**

#### Protected By:

#### Attorney-Client Privilege

#### Attorney Work Product Privilege

Date

Expert name

Expert Address

Re:

OPA Billing No.:

Dear Expert:

Thank you for agreeing to provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in this case.

**FINANCIAL AGREEMENT**

Per our discussion and your fee schedule, I have received approval through the State of Alaska Office of Public Advocacy, for you to be paid \_\_\_\_ per hour for your work, as evidenced by the signed pre-authorization request for funds. Since this is an OPA case, there are some matters that I need to note. First, the time is limited to \_\_\_\_\_hours or \_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_). You may not exceed this time without OPA’s express written authorization, and the Office of Public Advocacy will not be responsible for payment for work that has not expressly been pre-authorized. An e-mail from me verifying that additional funding has been obtained with an attached signed pre-authorization request for funds will be considered written authorization. If you need further time, please let me know immediately and I can seek approval for additional funds.

[This does not include time for travel and testimony. Should your testimony be required, I will obtain appropriate approval in advance of the anticipated trial. Please be advised that under the Office of Public Advocacy travel guidelines OPA is only authorized to pay for travel time in the amount of one half of the agreed upon hourly rate and up to 5 hours each way in travel status, unless additional travel time is specifically negotiated and pre-approved prior to your commencement of work on this case].

Or

[This does include time for travel and testimony. Please be advised that under the Office of Public Advocacy travel guidelines OPA is only authorized to pay for travel time in the amount of one half of the agreed upon hourly rate and up to 5 hours total in travel status, unless additional travel time is specifically negotiated and pre-approved prior to your commencement of work on this case].

**CONFIDENTIALITY AGREEMENT**

All of our communications, and all of your examinations, opinions and conclusions, are totally confidential by virtue of the attorney-client and attorney work product privileges. Additionally, in criminal cases in Alaska, the state constitutional prohibition against compulsory self-incrimination privileges the defense from being compelled to provide most discovery to the prosecution. *Scott v. State*, 519 P.2d 774 (Alaska 1974) and *Gipson v. State*, 609 P.2d 1038 (Alaska 1980). These provisions remain in effect unless and until I decide to make testimonial use of your findings in court.

Please do not reveal to any other person the content of our communications, your analysis, examination or any resulting opinions, or conclusions. If it is necessary for you to consult with or use others in the course of your evaluation, they must be similarly instructed. You may make disclosures only upon your receipt of an explicit written/oral direction from me.

**CONCLUSION**

Thank you for your assistance in this case. I look forward to talking to you once you have reviewed the materials and examined the evidence. If you need anything more or have any questions, call me at \_\_\_\_\_\_\_ or email me at [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](mailto:steve@alaskalegaldefense.com).

Yours truly,

Assistant Public Advocate