

7 OK

Nina Gardner, Chair
Hon. James E. Duggan, Vice Chair
Gina Apicelli, Esq.
Hon. James P. Bassett
Sen. Sharon M. Carson
Diane Kearns Duncan
John E. Durkin, Esq.
Donald D. Goodnow, Esq.
Ellen L. Gordon, Esq.
Suzanne Gorman, Esq.
Eric B. Herr, Esq.



Christopher M. Keating, Executive Director
25 Capitol Street, Room 424
Concord, New Hampshire 03301-6312

Hon. Edwin W. Kelly
Hon. David D. King
Joseph M. McDonough III, Esq.
Henry Mock
Hon. Tina Nadeau
Jaye L. Rancourt, Esq.
Rep. Marjorie Smith
Alan Seidman, Ed.D.
Raymond W. Taylor, Esq.
Richard Y. Uchida, Esq.

May 15, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Judicial Council to enter into contracts totaling \$3,400,000, with Governor and Council approval, for the period effective July 1, 2013 through June 30, 2015, with qualified attorneys in the State to provide for the representation of indigent defendants when, pursuant to RSA 604-B, the Public Defender Program is disqualified or not able to provide representation due to caseload limitations. 100% General Funds.

Funds will be available, pending budget approval for fiscal years 2014 and 2015, as follows:

	FY 2014	FY 2015
02-07-07-070010-1093-102 Contract Counsel	\$1,700,000	\$1,700,000

EXPLANATION

Beginning in 1985 and in each biennium thereafter, the Governor and Council have authorized the Judicial Council to enter into agreements, (subject to the approval of the Attorney General as to form and execution), with qualified attorneys to provide for representation of indigent defendants when, (pursuant to RSA 604-B), the Public Defender Program is disqualified or unavailable due to caseload limitations to provide such representation, in accordance with the provisions of RSA 604-A:2-b. This Contract Attorney Program has continued to accomplish its purpose of reducing the number of such cases which otherwise would be handled by the more expensive Assigned Counsel system. In FY 2012, the Contract Attorney Program handled 14% of all indigent cases. We anticipate the same share of the caseload in the next biennium.

The attached contract will serve as the basis for each individual contract which may be written for the period July 1, 2013 through June 30, 2015. The Attorney General has reviewed the attached contract as to form and substance. The Attorney General must also approve each contract, (for form, substance and execution), entered into between the Judicial Council and each separate contract attorney or firm and must also approve any amendments to these individual contracts.

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
May 15, 2013
Page Two

The attorneys on the attached list are currently qualified for contracts. Additional attorneys may be qualified by the Judicial Council based upon caseload need and within the limits of the available appropriation.

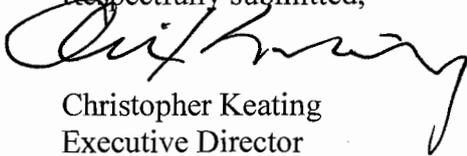
Information about the qualifications necessary to serve as contract counsel in indigent-defense cases is posted on the Judicial Council website. Applications to serve as appointed counsel in indigent-defense cases is likewise available on the Judicial Council website.

Applications are accepted from attorneys on a rolling basis. Applicants are qualified by the Indigent Defense Subcommittee of the Judicial Council based upon the submitted application and questionnaire, the attorney's criminal defense experience and a personal interview.

The size of individual contract awards is determined by considering several factors, including the anticipated demand for indigent-defense representation in the attorney's geographic coverage area, the number of attorneys providing representation under the individual contract, the contractor's experience and past performance, the Judicial Council's estimation of reasonable caseload limits in the attorney's geographic coverage area, as well as the available appropriation.

Thank you for your consideration. I would be glad to answer any questions you may have regarding these proposed contracts.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Christopher Keating", written over the typed name and title.

Christopher Keating
Executive Director

Attachments

**NEW HAMPSHIRE JUDICIAL COUNCIL
CONTRACT FOR ATTORNEY SERVICES, STATE FISCAL YEAR 2014**

This Agreement, is made and entered into by and between the State of New Hampshire (hereinafter "State"), acting through the Judicial Council (hereinafter "Council"), and the "Contractor":

Section 1: Authority NHRSA 604-A:2-b authorizes the Council to contract with any qualified attorney to provide indigent defense representation when the Public Defender Program is unavailable.

Section 2: Notices and Law Firm Primary Contact: All notices required to be given by this Agreement shall be delivered to the following addresses:

New Hampshire Judicial Council	X
25 Capital Street, Room 424	X
Concord, New Hampshire 03301	X

If Contractor is a law firm, Attorney _____ shall be responsible for overseeing all cases assigned to the firm under this Agreement and for preparing and certifying all reports required by this Agreement.

Section 3: Performance by Contractor

Term: Contractor agrees to provide representation in appointed cases during the period beginning July 1, 2013 and ending June 30, 2014. Contractor further agrees to complete to final disposition all units of representation undertaken pursuant to this Agreement.

Number of Units: Contractor will commence representation in ___ units of indigent defense services.

Courts: Such representation shall originate by assignment in the following courts:

XX	XX

Section 4: Payment terms

Maximum: The State agrees to pay Contractor a maximum of: _____

Payment Schedule (check and complete one):

___ Contractor shall be paid according to the number of units accepted each month ("pay as you go").

___ Beginning July 1, 2013, Contractor shall be paid in 12 installments of: _____

Additional units may be awarded in accordance with the guidelines set forth in Appendix C.

Section 5: Other Requirements

Compensation and Unit Administration

1. Compensation pursuant to this Agreement is for attorney services, secretarial and other office support staff regularly employed by the Contractor, office overhead, travel, and the cost of continuing legal education. Office overhead shall include, but not be limited to, rent, wages and benefits, office supplies, telephone, utilities and library materials.
2. Payment for "services other than counsel" under RSA 604-A:6 and for witness fees shall be obtained by petitioning the Court and not through this Agreement.
3. Monthly payments may be made before a pro rata number of Units has been assigned. If, however, the number of units assigned is less than 50% of the anticipated pro rata number of units in any period, payments may be withheld or adjusted. If at the end of any month Contractor has been assigned to less than a pro rata portion of the total Units agreed to above, the State may reduce payments accordingly.
4. When compensation paid under this Agreement exceeds the number of Units actually assigned during the Term and eventually completed to Final Disposition, the excess compensation shall be reimbursed to the State within 60 days after written notice from the Council that reimbursement is due.
5. The final four installment payments may be withheld by the State pending final computation of the indigent defense units assigned during the Term.
6. When Contractor is appointed pursuant to this Agreement to represent an individual in a criminal case, Contractor shall not receive any fee or expense for representation of that individual in that case except as provided for under this Agreement.
7. When Contractor is privately retained by an individual in a criminal case, Contractor may not accept a court appointment at a later time to represent that individual in that case unless the court determines that such appointment is in the best interests of justice. If the criminal case arises from an appointment in a court set forth in Section 3, above, payment shall be the contract rate, not the assigned counsel rate.
8. If more than one defendant has been charged with the same criminal transaction or series of criminal transactions, and one or more of these defendants qualifies for court-appointed counsel, Contractor shall represent one of the defendants who so qualifies unless he/she has been previously retained by one of the defendants.
9. In the event that the Contractor fails to complete a case to Final Disposition, other than in instances where continued representation would violate the New Hampshire Rules of Professional Conduct, or where the Contractor has been removed by the court, any funds paid for such case(s) shall be reimbursed and any funds payable shall be forfeited.
10. The Judicial Council will not accept for payment any "new open case" which is not reported within 60 days of the date of the event.
11. In the event that the Contractor fails to submit a closed case card within 30 days of Final Disposition, or fails to comply with other record-keeping or reporting requirements established by the Council, any funds paid for such case(s) shall be reimbursed and any funds payable shall be forfeited.

12. In the event Contractor withdraws from representation in a case prior to Final Disposition, under circumstances where continued representation would violate the New Hampshire Rules of Professional Conduct, Contractor shall be entitled to receive credit for representation in that case at the rate of one-half of the unit value that (s)he would otherwise have been entitled to receive. In instances where the discovery of such circumstances occurs late in the preparation of the case, and such discovery was unavoidably delayed, Contractor may request in writing that the Council waive this provision. A statement of the circumstances requiring withdrawal and the reasons why the delay in discovering those circumstances was unavoidable, shall be submitted in writing with any request for a waiver.
13. Upon being assigned to the maximum number of Units set forth in Section 3 above, Contractor shall immediately notify the Council that he/she is no longer available to accept court appointments pursuant to this Agreement. In the event that the maximum number of Units has been or is likely to be completed before the end of the Term, the Council may assign additional Units not to exceed 30% of the number of contract units, set forth above and the maximum payment will be increased accordingly. Additional units beyond 30% may be assigned only upon further written Agreement of the Council and Contractor.

Law Practice Requirements

14. If Contractor is a law firm, lawyers associated with the firm may provide indigent defense representation only after obtaining approval to do so from the Council. Unless an attorney associated with the firm obtains approval from the Council after the execution of this Agreement, only those attorneys who sign the Waiver section of this Agreement, (See Appendix A), are approved by the Council to provide representation under this Agreement.
15. Contractor shall maintain an office for the practice of law in the vicinity of his or her courts.
16. No part of Contractor's performance under this Agreement may be assigned or subcontracted without the written consent of the Council. Students or attorneys engaging in apprentice practice under Supreme Court Rule 36 may not provide indigent defense services unless their work is conducted within the scope of a law school clinical program approved by the Council.
17. Assignment to a case includes the obligation to provide representation in all criminal matters arising out of the factual transaction underlying the assigned case. Contractor is required to assist the client in matters which are related to the case, such as proceedings in which the client is required to testify as to factual matters related to the representation on the appointed case. Such representation is required when assistance is required to protect the client's constitutional rights or when the results of such proceedings will have a direct impact on the result of the appointed case.
18. Contractor shall make provision for prompt and effective communication with clients in cases undertaken pursuant to this contract. Such provision shall ensure that clients are able to have reasonable access to the Contractor by telephone from detention facilities.
19. Any attorney approved under this contract may not carry an indigent defense caseload which exceeds such workload guidelines as may be established by the Council from time to time during Contractor's representation in cases undertaken during the term of this Agreement.
20. The Council or its executive director may direct the Contractor to restrict or suspend acceptance of new matters under this contract in a particular time period if the Council determines that such limitation is necessary to protect the interests of Contractor's clients or is otherwise necessary to accomplish the purposes of the indigent defense system.

21. Contractor shall not seek appointment in cases when the Public Defender Program is available, unless specifically authorized by the Executive Director of the Judicial Council.
22. Subject to court orders to the contrary, Contractor shall seek appointment in the superior courts in cases assigned in the district court when those cases proceed to the superior court by appeal or indictment.
23. Contractor's representation of indigent defendants under this Agreement shall at all times comply with the New Hampshire Rules of Professional Conduct or any similar code of ethics to which New Hampshire attorneys may be subject.
24. In providing representation under this Agreement, Contractor shall at all times adhere to such performance standards as may be established by the Judicial Council during the time that representation is being provided pursuant to this Agreement.
25. During the term of this contract, Contractor will attend 10 hours of training in the area of criminal defense or trial practice provided by the Public Defender Program or other provider of continuing legal education approved by the New Hampshire Minimum Continuing Legal Education Board.

Closing Cases and Representation following Disposition

26. After the case is closed, (reached final judgment pursuant to RSA 604-A:3), the contractor shall within 10 days file a notice of withdrawal with the court and with the client. No payment will be made for further representation absent a new appointment of counsel by the court. If a contract attorney chooses not to withdraw from the case, no further payment will be made in the case absent a new appointment of counsel and determination of eligibility. This termination of representation does not relieve any other ethical obligations under the Rules of Professional Conduct.
27. If the disposition of a case includes a requirement that the defendant complete a certain act within a certain time, the contractor shall continue to participate as counsel to include any further scheduled hearing.
28. During the term of this Agreement and all successor Agreements, Contractor shall remain responsible to participate as counsel in deferred sentence proceedings in accordance with Superior Court Rule 14 and District Court Rule 1.3 (I) (3) or any subsequent Circuit Court Rule or applicable Administrative Order of the courts.
29. A contractor assigned to represent a juvenile in a delinquency matter shall continue representation until the time the court deems counsel to no longer be necessary pursuant to District Court Rule 1.3 (I) 4) or any subsequent rule or administrative order of the Circuit Court.

Conflict Avoidance, Record Keeping and Reporting

30. Upon assignment of a new client, Contractor will make reasonable and diligent efforts to obtain and review relevant court documents, investigative reports, and other discovery materials to determine if any potential conflicts of interest exist in the case. Record-keeping systems will be maintained which facilitate the early and efficient identification of conflicts of interest.

31. Contractor shall maintain such records and submit the reports described in Appendix A and such other reports as may be prescribed from time to time by the Council and other agencies of the State of New Hampshire and permit reasonable inspection of such records and reports by the Council subject to the attorney/client privilege. If Contractor fails to comply with such requirements, the Council may suspend payments under this Agreement until the Contractor's reporting practices are in compliance with this Agreement. As provided elsewhere in the Agreement and its appendices, the final payment under this Agreement may be withheld if the Executive Director of the Council determines that reporting and record-keeping requirements have not been complied with.
32. At a minimum, substantive portions of the files of clients represented pursuant to this contract shall be retained for at least six years from the date of the last action taken on the case, (including submission of the closed case card), or on any matter related to the case, or beyond any applicable period of statutory limitations on actions, whichever is longer. If the Contractor intends to destroy or transfer custody of the files of clients represented pursuant to this contract, (other than to the clients themselves, in which case a copy of the materials provided must be made), Contractor shall notify the Judicial Council or its successor agency, in writing, at least 60 days prior to taking the action. This contract does not limit the Contractor's other legal and ethical obligations to preserve client property and retain client files.

Administrative Requirements

33. Contractor agrees to carry professional liability insurance covering all services to be performed pursuant to this Agreement in an amount of not less than \$100,000 per claim and \$300,000 aggregate, and to provide to the Council a certificate of such insurance prior to the Commencement Date and to notify the Council immediately if such insurance is cancelled or expires during the Term for any reason. Certificates of insurance shall require the insurer to give the Council at least thirty days notice prior to cancellation, expiration or any other material change in the policy, and of any claim made pursuant to the policy. Termination of professional liability insurance during the Term shall be cause for immediate termination of this Agreement. In the event of termination of this Agreement under this Paragraph, Contractor shall reimburse the State for all fees paid and forfeit rights to payment for such matters.
34. If at any time Contractor ceases to be a member in good standing of the New Hampshire Bar Association, this Agreement terminates automatically. The Contractor shall notify the Judicial Council in writing immediately of any change in standing as a member of the New Hampshire Bar Association or any other Bar Association.
35. This Agreement may be terminated by either party without cause upon thirty days prior notice in writing. Should this Agreement be terminated pursuant to this Paragraph, Contractor agrees to complete all assigned cases to Final Disposition and submit closed case cards in accordance with Appendix A, unless such completion would violate the New Hampshire Rules of Professional Conduct or if the Council requests otherwise. If this Agreement is terminated, Contractor shall reimburse the State for any excess compensation.
36. Contractor shall notify the Council in writing at least sixty days prior to the expiration of the Term of his/her intention to seek renewal of the Agreement. Nothing contained herein, however, shall be construed as entitling Contractor to such renewal.
37. This Agreement constitutes the entire understanding between the parties with respect to the subject matter. No amendments to this Agreement shall be effective unless in writing and signed by duly authorized representatives of both parties.

38. It is understood and agreed to by the parties that in the performance of this Agreement, Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the State or the Council, and that Contractor and its employees and agents are not entitled to any benefits, worker's compensation, or emoluments by the State, beyond those called for herein.

IN WITNESS WHEREOF, we have subscribed our hands, as representatives of the parties hereto.

For the Contractor:

Contractor's printed name Contractor's signature Date

If a firm, title or capacity of signatory Law Firm Name

Witness's printed name Witness's signature Date

For the Judicial Council:

Nina C. Gardner Date Witness Date
Chairperson, N.H. Judicial Council

Approved as to form and execution:

BY: _____
Sr. Assistant Attorney General Date

Appendix A – Reporting and Disclosure Requirements

Contractor shall provide to the Judicial Council a closed case card for each case undertaken pursuant to this Agreement in the form prescribed by the Council. Contractor must submit to the council the closed case card for each closed case within 30 days of Final Disposition of the case.

As of the 15th day of each month following the initial assignment of the case, the contractor shall report the “new open” cases on their monthly case status report and shall provide that report to the Council, along with the “Notification of Eligibility/Assignment of Counsel Form” applicable for each new open case. This report is due on or before the 20th of each month. The report for the period June 15 through June 30 shall be submitted on or before the 10th of July.

It shall be the responsibility of the Contractor to notify the Judicial Council in writing within 7 days of receipt of notice that a complaint has been docketed by the Attorney Discipline Office. The Judicial Council shall have the authority to exercise its right to review and access such records in conjunction with the signed confidentiality waiver provisions below:

Confidentiality Waiver: By signing below, each attorney providing indigent-defense representation under this Agreement waives his or her right to privacy as it relates to this contract and authorize the release by the Attorney Discipline Office to the New Hampshire Judicial Council any and all information that the Attorney Discipline Office or the Committee on Professional Conduct may deem necessary or desirable in the promotion of the proper administration of justice. Attorneys approved as of the date of execution of this Agreement are listed below and must sign and date this waiver:

Contractor’s printed name	Contractor’s signature	Date
---------------------------	------------------------	------

Approved attorney’s printed name	Approved attorney’s signature	Date
----------------------------------	-------------------------------	------

Approved attorney’s printed name	Approved attorney’s signature	Date
----------------------------------	-------------------------------	------

Approved attorney’s printed name	Approved attorney’s signature	Date
----------------------------------	-------------------------------	------

Approved attorney’s printed name	Approved attorney’s signature	Date
----------------------------------	-------------------------------	------

Appendix B – Case Definitions, Scope of Representation

“Indigent defense services”

“Indigent defense services” shall include representation of indigent defendants in criminal cases; of juveniles charged as delinquent under RSA 169-B; and such other representation of indigents as is required by the New Hampshire and United States Constitutions. Representation under this Agreement shall not include services in abuse or neglect proceedings, as a Guardian Ad Litem, or in capital, first or second degree murder, manslaughter or negligent homicide cases. Except as otherwise set forth herein, performance of indigent defense services shall include representation of clients from the time of appointment until “final disposition” of the case and the submission of a closed case report.

“Final disposition”

“Final disposition” shall mean the full disposition of all charges in a case, such as when the defendant enters a guilty or nolo or Alford plea or when the charges are tried to verdict, dismissed, or dropped. Under this definition the filing of notice of appeal to the Supreme Court occurs after final disposition and is counted as a separate “other.”

“Unit”

For the purposes of this Agreement a “Unit” is the monetary basis for compensation received under this contract. A unit shall be equal to \$275.00 during the duration of this Agreement. The case types include felony I, felony II, bench misdemeanor, misdemeanor appeal, juvenile delinquency, and “other.”

“Case”

A “case” for the purposes of this contract is defined as follows:

- A single charge; or,
- Multiple related charges that occur at the same time and place which are to be tried as one case regardless of the number of complaints; or,
- Multiple charges that involve the same type of offense over a proximate period of time which are to be tried as one case regardless of the number of complaints.

Charges against a single defendant, which are severed by order of the court, will be counted as two or more cases, depending upon the number of severances granted by the court.

Designation of a case as either a felony or a misdemeanor when there are multiple charges in the case is determined by the most serious charge in that case. A felony case is not finally disposed of until the felony charge in that case has been finally resolved. A probable cause hearing is not a separate “case.”

Contractor should report one assignment as one case. When Contractor believes that multiple charges from a single assignment should be counted as more than one case, Contractor must explain his/her basis for proposing that the case be so credited by submitting a written request and explanation to the Council. The Executive Director of the Council makes the final decisions regarding such requests.

A defendant facing one set of charges who is later arrested on charges completely unrelated to the first set of charges has two cases even if all charges are resolved in a consolidated fashion.

“Others”

A case in the “other” category includes matters that are assigned by a court pursuant to RSA 604-A via an appointment of counsel form and matters where no new appointment of counsel form is generated but to which Contractor is entitled to payment under this Agreement. For specific examples of “others” seen on a regular basis see Appendix C. The parties recognize that there may be cases that are not listed in the Appendix C to which Contractor is entitled to payment. If a court appoints counsel pursuant to RSA 604-A Contractor is always entitled to payment. If representation is for an event not listed in Appendix C and no new appointment is generated, it is presumed that no payment shall be made. The decision as to whether there should be entitlement to payment shall be at the sole discretion of the Executive Director of the Judicial Council.

When an “other” is assigned pursuant to RSA 604-A and an appointment of counsel form has been generated, Contractor shall report the case on their regular monthly report in the same manner as reporting of felony and misdemeanor cases. In matters when the court does not generate a new appointment, and when it is clear to Contractor that a new appointment is required, (See Appendix C), Contractor shall endeavor to get the court to issue an appointment of counsel form. If the court refuses, Contractor shall so notify the Executive Director.

When an “other” is assigned without a new appointment of counsel form, Contractor shall report the case on the monthly report in the first month after representation has been provided. The report shall include a copy of the Notice of Hearing or the applicable document, (see Appendix C) for that “other.” Failure to submit the case status report and the applicable supporting documentation in the month following the event will result in a waiver by the Contractor of the right to seek reimbursement for the event at anytime in the future. In no case will the Council pay for an “other” submitted more than 60 days after the representation has been provided.

For the purposes of this contract, Specialty Court appearances are established as a separate category within the “other case types” and will be compensated at a distinct unit value per court appearance with the exception that NEA appointment has not been required.

Appendix C: "OTHERS" IN THE NEW HAMPSHIRE INDIGENT DEFENSE SYSTEM

Version May 2011

The NH Judicial Council produces this chart to provide guidance about the Council's position on when appointed counsel generally can expect case credit or additional compensation for certain routine "other" proceedings that are related to an original appointed case.

The Judicial Council considers these proceedings to be part of the original case; accordingly, no new appointment-of-counsel form is required from the Court:		The Judicial Council does not consider these matters to be part of the original case. The award of credit must be based on a new appointment-of-counsel form, (an "NEA"), issued by the Court:		
Appointed counsel are expected to provide representation on these matters as part of the original case. No additional case credit is warranted.	Appointed counsel should provide representation in these matters and is eligible for the award of case credit upon submission of a court order or hearing notice to the Judicial Council	N.H. recognizes a right to appointed counsel in these matters. The Court should issue a new appointment-of-counsel form for each.	Counsel has no contractual duty to assist a defendant in these matters. Case law gives courts discretion to appoint counsel if justice or judicial economy so requires.	Counsel has no contractual duty to assist the defendant. The courts rarely, if ever, appoint counsel in these matters.
Motion for credit for time served	The preparation of a Notice of Appeal	Contempt hearings	Motion to suspend or otherwise reduce a sentence	Annulment proceedings
Submission of progress reports, no hearing required	Submission of progress reports, hearing required	Violations of Conditional Release in juvenile cases	Motion for Administrative Home Confinement	<p>Duration of Appointment RSA 604-A:3 requires appointed counsel to provide representation from "initial appearance before the court at every stage of the proceedings until the entry of final judgment."</p> <p>Withdrawal Court rules define when counsel is "deemed withdrawn" after the conclusion of a case: Family Division Rule 3.11 District Court Rule 1.3 Superior Court Rule 14</p>
Motion to clarify an aspect of a sentence or order	Hearings held to review cases continued-to-be-dismissed or placed on file without finding	Motion to extend jurisdiction in a delinquency case	Habeas Corpus proceedings, and other post-conviction extraordinary writs	
Motion to amend a technical aspect of a sentence	Juvenile drug court sessions	The State's motion to bring forward a charge or sentence	Motion to withdraw a guilty plea or motion for new trial	
Motion to vacate the conviction contemplated by original sentencing order	Juvenile Reviews (Family Division Rule 3.11 governs the duration of appointment)	The State's motion to impose a suspended sentence	Hearings on defendant's violation of a court order	
Hearings or a motion to calculate restitution	The defendant's motion to suspend a deferred sentence	Misdemeanor Appeals	Hearings on defendant's failure to pay fines	
Habeas Corpus proceedings conducted pre-conviction	The State's motion to impose a deferred sentence	Parole violations	Hearings on defendant's failure to pay restitution	
A motion to return property filed before counsel has closed the case or been deemed withdrawn by court rule	Adult mental health court and adult drug court sessions	Probation violations	Motion for work release	
		Sentence Review Board proceedings	Motion to terminate probation	

Appendix D - EXTRAORDINARY CASE GUIDELINES

I. The presence of D below and any one (1) of A, B, or C shall be sufficient to initiate Judicial Council review of a case for award of extraordinary case units upon petition of contractor:

- A. Class A felony;
- B. Class B felony with bodily injury;
- C. Pre-trial motion hearings in excess of one (1) full in-court day;
- D. Out-of-court attorney time in excess of twenty-five (25) hours.

II. The presence of the following factor alone shall be sufficient to initiate Judicial Council review of a case for award of extraordinary case units upon petition of Contractor: Trial in excess of three (3) full in-court days from opening statement until conclusion of closing argument, plus twenty-five (25) hours of out-of-court attorney time.

III. Contractor may request that the Judicial Council initiate a review of a case for award of extraordinary case units, which does not meet the criteria set forth in paragraphs I or II above. In determining whether or not to initiate such a review, the Council will consider, inter alia:

- A. The category of case, i.e., felony, misdemeanor, misdemeanor appeal, juvenile or other;
- B. The number and severity of charges in the case;
- C. Total attorney time spent on the case, both in-court and out-of-court;
- D. Complexity of legal issues in relation to those generally found in this case category;
- E. Number of court appearances made by the contractor;
- F. Number and type of motions filed;
- G. Number of witnesses called by the parties;
- H. Nature and extent of investigation done.

When seeking a review under this section, contractor shall submit a written summary describing the case and setting forth in detail the reasons that review should be granted. Such summary shall include a detailed description of all items in A – H above as well as any other factors that contractor seems relevant for the Council's full consideration of the case for review.

IV. Upon request by contractor, review shall be granted automatically to cases meeting minimum criteria under paragraphs I and II. Review shall be granted at the discretion of the Judicial Council under paragraph III after evaluating the written summary submitted by the contractor. Once review has been granted under paragraphs I and II or III, the Judicial Council shall apply the following criteria to determine the number of extraordinary case units to be awarded to contractor:

- A. The seriousness of the charge or charges;
- B. Complexity of legal and factual issues;
- C. Number and complexity of pre-trial motions files;
- D. Number of in-court days for pre-trial issues and for trial.
- E. Total number of attorney hours spent on the case.

V. No case may be submitted for review for award of extraordinary credit more than 60 days after the close of the case.

One full in-court day is the equivalent of 6 hours.

SCHEDULE OF ADDITIONAL UNITS FOR CASES
CERTIFIED FOR EXTRAORDINARY CASE REVIEW

Total Attorney Hours	Additional Units
Fewer than 25	Review under Paragraph III only
25-50	1-8
51-70	7-12
71-90	11-15
91-110	14-19
111-150	18-23
131-150	22-26
Over 150	At the discretion of the Judicial Council

Determination as to the number of units to be awarded within the published ranges shall be based upon application of the factors set forth in Paragraph IV.

**Contract Attorneys
FY 2013**

Charles F. O'Leary, Esquire
Bailinson & O'Leary, PC
25 Lowell Street, Suite 100
Manchester, NH 03101
Tel: 644-4607
Fax: 644-0755

David I. Bailinson

Theodore Barnes, Esquire
P.O. Box 1041
Concord, NH 03301
Tel: 225-5663
Fax: 225-7155

Adam Bernstein, Esquire
Bernstein, Mello & Chadwick, PLLC
21 Temple Street
Nashua, NH 03060
Tel: 595-1600
Fax: 595-1688

**Roger Chadwick
Raymond Mello**

Maryellen Bilech, Attorney at Law
814 Elm Street, Suite 403
Manchester, NH 03101
Tel: 666-5565
Fax: 296-4250

Law Office of Diana Bolander
P.O. Box 90
Wolfeboro, NH 03894
Tel: 569-2924
Fax: 569-9555

Ghazi Al-Marayati, Esquire
Bookman & Al-Marayati Attorneys
802 Main Street
Melrose, MA 02176
207 Main Street, Suite 7
Nashua, NH 03060
Tel: 781-712-0007
Fax: 781-662-1132
Charles A. Bookman
Robin Melone

Stephen A. Cherry & Associates, PLLC
P.O. Box 951
Henniker, NH 03242
Tel: 428-7141
Fax: 428-7110

Law Office of John Clothier, PLLC
P.O. Box 305
Center Harbor, NH 03226
Tel: 476-8811
Fax: 476-8822

Andrew Winters, Esquire
Cohen & Winters, PLLC
101 North State Street, Suite 1
Concord, NH 03301
Tel: 224-6999
Fax: 888-926-5151

Jonathan Cohen

John Draghi, Esquire
Draghi Law Offices, PLLC
37 Washington Street
Concord, NH 03301
Tel: 225-6629
Fax: 223-9931

Bruce R. Jasper, Esquire
Elliott, Jasper, Auten, Shklar & Wellman-
Ally, LLP
35 Main Street
Newport, NH 03773
Tel: 863-4105
Fax: 863-6301

Lisa A. Wellman-Ally

Thomas A. Ficarra, Esquire
103 Bay Street
Manchester, NH 03104
Tel: 623-5252
Fax: 647-5834

Patrick W. Fleming, Esquire
P.O. Box 6572
Portsmouth, NH 03801
Tel: 422-7373
Fax: 430-2005

Donald L. Blaszk Jr., Esquire
Germaine & Blaszk, PA
23 Birch Street
Derry, NH 03038
Tel: 434-4125
Fax: 434-1425

Philip Kalil

Matthew W. Glavey, Attorney at Law
P.O. Box 58
New Ipswich, NH 03071
Tel: 878-4668

Justin Hayes, Esquire
Hayes, Bostock & Cronin, LLC
300 Brickstone Square, 9th Floor
Andover, MA 01810
Tel: 978-809-3850

Law Office of Steven J. Keable
P.O. Box 632
Dover, NH 03821
Tel: 742-1461
Fax: 742-1491

Brian T. Lavalley, Esquire
171 Middle Street
Portsmouth, NH 03801
Tel: 373-8277
Fax: 501-3553

Richard Guerriero, Esquire
Lothstein Guerriero, PLLC
7 Main St., Suite 5
Keene, NH 03431
Tel: 352-5000
Fax:

Law Office of Carl D. Olson
2 Palmer Drive, Suite 5
Londonderry, NH 03053
Tel: 425-6555
Fax: 425-6255

Curtis E. Payne, Attorney at Law
P.O. Box 52
Enfield, NH 03748
Tel: 632-5100
Fax: 632-5165

Andrew M. Gallagher, Esquire
Raimo & Murphy, PC
67 Central Street
Manchester, NH 03101
Tel: 625-2152
Fax: 626-4711

Neil J. Reardon, Esquire
Village Square, Route 111
Hampstead, NH 03841
Tel: 329-5124
Fax: 329-4036

Law Office of Wendy E. Roberts, PLLC
133 Main Street, Suite 4
Lancaster, NH 03584
Tel: 684-2351
Fax: 684-2352

Joseph Welsh, Esquire
Samdperil & Welsh, PLLC
100 High Street
Exeter, NH 03833
Tel: 775-7570
Fax: 775-7580

Richard E. Samdperil
Anna Elbroch
Lauren Greenwald

Claude T. Buttrey, Esquire
Schuster, Buttrey & Wing, PA
P.O. Box 388
Lebanon, NH 03766
Tel: 448-4782
Fax: 448-3683

Layne C. Lohr, Esquire
Seaton & Lohr
53 Silver Street
Dover, NH 03820
Tel: 743-3302
Fax: 743-5863

Christopher F. Wells, Esquire
Sheldon, Davis, Wells & Hockensmith, PC
28 Middle Street
Keene, NH 03431
Tel: 357-0117
Fax: 352-3385

Justin Shepherd, Esquire
Law Office of Shepherd & Osborne, PLLC
351 Main Street
Nashua, NH 03060
Tel: 595-5525
Fax: 595-5533

Mark Osborne

Kimberly Shoen, Esquire
Shoen Legal Services
P.O. Box 801
Somersworth, NH 03878
Tel: 692-5286
Fax: 692-6799

James L. Mulligan, Esquire
Simpson & Mulligan, PPLC
Wheelock Office Park, Suite S-1
31 Old Etna Road
Lebanon, NH 03766
Tel: 448-1877
Fax: 448-2989

Aaron H. Simpson
Gary Apfel

Donald C. Topham, Esquire
174 Main Street, Suite 12
Nashua, NH 03060
Tel: 595-4646

UNH School of Law
Charles S. Temple, Esquire
Two White Street
Concord, NH 03301
Tel: 228-1541
Fax: 229-0423

Robert Watkins, Esquire
Watkins Law Office
P.O. Box 549
North Hampton, NH 03862
Tel: 964-8887
Fax: 964-8587