

**CONTRACT FOR CRIMINAL DEFENSE SERVICES
ON BEHALF OF INDIGENTS ON APPEAL OF
FELONY CONVICTIONS AND FELONY GRADE
JUVENILE DELINQUENCY ADJUDICATIONS**

THIS CONTRACT FOR CRIMINAL DEFENSE SERVICES ON BEHALF OF INDIGENTS ON APPEAL OF FELONY CONVICTIONS AND FELONY GRADE JUVENILE DELINQUENCY ADJUDICATIONS (the “Contract”) is entered into by and between the **LOUISIANA PUBLIC DEFENDER BOARD** (hereinafter sometimes referred to as the “LPDB”), a Louisiana state agency created and established within the Office of Governor, whose address is 500 Laurel Street, Suite 300, Baton Rouge, Louisiana 70801, represented herein by James T. Dixon, Jr., State Public Defender; and the **LOUISIANA APPELLATE PROJECT**, a Louisiana non-profit corporation (hereinafter sometimes referred to as “LAP” or “Contractor”), whose business address is P.O. Box 3340, Covington, Louisiana, 70434, appearing herein through its duly authorized representative, James H. Looney, Executive Director.

PREAMBLE

WHEREAS, Article I, Section 13 of the Louisiana Constitution of 1974 mandates the Louisiana Legislature to “provide for a uniform system for securing and compensating qualified counsel for indigents;”

WHEREAS, in an effort to carry out its constitutional mandate, the Louisiana Legislature enacted Act No. 307 of the 2007 Regular Session of the Louisiana Legislature (hereinafter sometimes referred to as the “Louisiana Public Defender Act”), which is codified at La. R.S. 15:141, et seq., and created the LPDB;

WHEREAS, pursuant to La. R.S. 15:146(A)(l), the LPDB is responsible for providing the supervision, administration, and delivery of a statewide public defender system;

WHEREAS, to help the LPDB discharge its responsibility, the Louisiana Legislature, in La. R.S. 15:147(A), vested the LPDB with “all regulatory authority, control, supervision, and jurisdiction, including auditing and enforcement, and all power incidental or necessary to such regulatory authority, control, supervision, and jurisdiction over all aspects of the delivery of public defender services throughout the courts of the state of Louisiana;”

WHEREAS, in accordance with La. R.S. 15:147(C)(1), the LPDB is authorized and desires to enter into contracts with independent public defender organizations qualified with the United States Internal Revenue Service for an exemption from federal income tax under Section 501(c) of the Internal Revenue Code to provide counsel for indigent defendants;

WHEREAS, the LAP is an independent public defender organization qualified with the United States Internal Revenue Service for an exemption from federal income tax under Section 501(c) of the Internal Revenue Code to provide counsel for indigent defendants and, further, desires to provide attorneys who are qualified and certified to provide the services contemplated by this Contract, and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is agreed by and between the parties as follows:

This Contract supersedes and terminates all prior agreements for attorney services between the parties.

I. Scope of Work: LAP shall contract for or otherwise provide high quality legal services described herein for the defense of persons pursuing an appeal as of right to challenge the validity of a felony conviction in the case of an indigent adult or of felony grade delinquency adjudication in the case of an indigent juvenile. Further, LAP shall take all such steps as may be reasonable and necessary to assure that such services are provided in a manner that is constitutionally, ethically, and legally appropriate and proper to provide the effective assistance of counsel to said accused persons within the guidelines provided as Attachment A to this Contract. However, LAP shall not be responsible for the actions of any attorneys or other persons beyond its means of control.

II. Quality of Legal Services: LAP shall contract or otherwise deliver the services described in Section I. for the appeal of criminal convictions in felony cases and shall maintain and make available to the LPDB, upon request, all contracts executed by and between LAP and third parties for the delivery of services rendered pursuant to this contract, provided the request is made within three years of the termination of this Contract. The goal, objectives and performance indicators, and monitoring plan as provided in Attachment A are incorporated by reference as though fully set forth herein.

The legal representation provided under this contract by LAP or its subcontractors shall be of such high quality as will meet all constitutional, statutory, court rule and case law requirements. Each sub-contractor's services shall be rendered pursuant to written agreement with LAP consistent with the provisions and requirements of this Contract.

III. Monthly Reports: On or before the 15th of each month LAP shall submit to the LPDB a monthly financial report for the second month immediately preceding the report due date. The report shall contain a listing of all expenditures made with funds received under this Contract, including all amounts paid to individual attorneys representing indigents on behalf of LAP pursuant to this Contract and a listing of all cases handled by each attorney. The financial reports must include the Profit and Loss Statement (or Income Statement) and the Balance Sheet in a format approved by the State Public Defender or Capital Case

Coordinator. Absent extenuating circumstances, failure to submit timely and complete monthly reports may result in delayed monthly payments.

- IV. Timesheets; Caseloads:** Require all LAP personnel (independent contractors and employees) to keep timesheets, in a format approved by the State Public Defender or Capital Case Coordinator, showing the work activities performed on the LAP's behalf and the actual amount of time expended on a daily basis. LAP shall maintain LAP personnel timesheets at the LAP's office for inspection by the LPDB and/or its staff.

- V. Duties of the LAP:** The following conditions shall be met and maintained by LAP:
 - A.** On or before the effective date of this Contract, LAP shall provide to LPDB's Capital Case Coordinator, a Staff Report which should contain a list of all employees, staff members and independent contractors who are expected to perform or have performed any services pursuant to this Contract. Staff shall be identified by name, position, work hours and salary, whether employed fulltime, part-time or temporarily. Contractors for professional services are not considered employees or staff members. At any time during the terms of this contract the employee/staff list changes, the Capital Case Coordinator shall be provided with an updated list.

 - B.** LAP shall maintain and account for all funds delivered by LPDB to LAP separately from any other revenue, either by line item entry or a segregated fund account; LAP will provide the LPDB with monthly financial reports listing all expenditures made with funds received under this agreement. These reports must include all amounts paid to individual attorneys representing indigents on behalf of LAP pursuant to this Contract and a listing of all cases handled by each attorney. LAP must provide the LPDB with any and all financial records upon request of the State Public Defender or Capital Case Coordinator of LPDB.

 - C.** LAP shall maintain and make available to the LPDB upon request all invoicing submitted in the above referenced cases and payments made and any other record, document or information it may request that might relate to distribution of LPDB funds, provided the request is made within three years of the termination of this Contract.

 - D.** LAP must provide the LPDB with any and all corporate and financial records upon request of the State Public Defender or Capital Case Coordinator.

 - E.** LAP shall maintain and make available to the LPDB upon request all contracts executed by and between LAP and third parties for the delivery of defense services

in the above referenced cases, provided the request is made within three years of the termination of this Contract.

- F. LAP shall not use any portion of LPDB funds to defray the expenses of counsel presently under contract with a District Defender for the provision of professional services in the defense of indigent clients on appeal of a felony conviction.
- G. LAP shall comply with all federal, state, and local laws, ordinances and regulations, in carrying out the provisions of this Contract, including, without limitation, Louisiana's nonprofit corporation law (La. R.S. 12:201, *et seq.*).
- H. LAP, through its Director, shall be responsible for providing to LAP Board of Directors all non-confidential information, including but not limited to caseloads and case disposition rates, as may be appropriate or necessary for the performance of its duties and obligations as a corporate board.
- I. LAP shall be responsible for preparation for the hosting or co-hosting of at least one appellate seminar during the terms of this Contract to provide continuing legal education in the field of appellate practice. The seminar shall be in conformity with the educational requirements promulgated by the LPDB for felony appellate certification. Staff and board members of LPDB may attend these seminars to monitor compliance and receive continuing legal education credits at no charge.
- J. LAP shall be responsible for providing online access to a legal research database to all attorney staff members of non-profit corporations funded by the LPDB to provide legal representation to indigents in Louisiana at no charge.
- K. LAP agrees to complete a conflicts check of clients/cases during intake of all cases and, if a conflict is identified, further agrees to notify the District Defender and the State Public Defender or Capital Case Coordinator (or their designees) immediately of said conflict. Said notification must occur prior to withdrawing representation.
- L. LAP agrees to enter in the following information into the State Public Defender system within forty-eight (48) hours of opening or closing a case:
 - 1. The case name;
 - 2. Appropriate identifying information regarding the client; and
 - 3. The status of the case.
- M. Upon request of the State Public Defender or Capital Case Coordinator, LAP will engage the services of a management consultant to analyze and evaluate LAP's

management and operating procedures; the management consultant will then make recommendations based on his or her findings to the Director of LAP and the State Public Defender or Capital Case Coordinator. The Director of LAP and the State Public Defender or Capital Case Coordinator must agree on the selection of the management consultant and the terms and conditions of such engagement. It is agreed that LPDB staff will have unfettered access to the management consultant and can discuss LAP matters openly with the management consultant. LAP further agrees that LPDB, through its own staff and/or contractors, is authorized to analyze and evaluate LAP's management and operating procedures at LPDB's cost.

- N. LAP shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the LPDB. Notice of any such assignment or transfer shall be furnished promptly to the LPDB and the Director of the Office of State Procurement, Professional Contracts.
- O. Failure of LAP to comply with the above mentioned provisions will result in the immediate termination of this Contract. Termination of this Contract for default under the above-mentioned provisions is effective upon receipt of written notice by LAP.

VI. Mandatory Leadership Training: Pursuant to the legislative intent behind the Public Defender Act of 2007, including fulfillment of the Louisiana Legislature's mandate under Article I, Section 13 of the Louisiana Constitution to provide "a uniform system for securing and compensating qualified counsel for indigents," the Director (or his or her designee with the prior approval of the State Public Defender or Capital Case Coordinator) agrees to attend the Board-sponsored Leadership Training program offered annually.

VII. Amount of Payment: The amount of this contract shall not exceed the sum of ONE MILLION, NINE HUNDRED FOUR THOUSAND, EIGHT HUNDRED SIXTY FOUR AND NO/100 DOLLARS (\$1,904,864.00).

- A. The contract amount provided to LAP includes all fees for services and expenses associated with the fulfillment of its contractual duties enumerated herein. Hourly rates paid to attorneys pursuant to this contract shall not exceed the maximum hourly rates set forth in the attorney general's hourly fee schedule.
- B. Payment will be made monthly for one-twelfth of the contract amount, paid upon presentation to the LPDB from LAP an invoice and the required monthly reports

pursuant to Paragraph III of this Contract. Monthly payments are contingent on timely submittal of the required monthly reports.

- C. LAP hereby agrees that the responsibility for payment of taxes from the funds received under this Contract shall be LAP's obligation and identified under the Federal Taxpayer Identification Number provided by LAP.

VIII. Term of Contract: The terms of this Contract shall commence July 1, 2015, and shall continue in effect until June 30, 2016.

- A. The effective dates of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to the termination date. Request for extensions may be initiated by either party by the mailing of such request to the party, via Certified Mail, return receipt requested, not less than thirty (30) days before the termination date provided for herein or thirty (30) days before the termination of the first extension of this contract. This contract may only be extended by an executed and approved amendment for not more than two times. If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by the LPDB and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to the LPDB with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment it will be forwarded to the necessary authorities for their approval.
- B. Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than three years.
- C. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- D. Further, the LPDB, may, at its sole discretion, reduce the total amount of this grant at any time during its term without the concurrence of LAP.

IX. Restricted Use of Funds: The contract funds shall be used exclusively by LAP to defray the expenses of establishing and maintaining a state appellate office, including contract amounts for appellate attorneys, office expenses, overhead, and out-of-pocket expenses.

LAP, through its Director, is authorized to adjust contract amounts for individual attorneys provided the total contract amounts do not exceed the overall contract amount. The scope of this contract does not include litigation or proceedings arising out of or involving tort or worker's compensation.

X. Record Retention: LAP shall keep contemporaneous detailed records to enable LPDB to verify all costs, expenses and including the attorney billable time charged in all cases under this Contract. The records shall include supporting documentation necessary to adequately evaluate and substantiate payments made under this Contract. In lieu of submitting the contemporaneous detailed records, LAP agrees to retain and make available for inspection and audit at LAP's place of business, upon reasonable notice, all books statements, ledgers and other financial records relating to services under this Contract for a period of three years from the date of the payment. LAP shall certify that in accordance with this agreement the case records are contemporaneous, detailed and available for inspection.

XI. Auditor's Clause: The Legislative Auditor of the State of Louisiana, the Division of Administration, and LPDB staff and/or agents may audit all records of LAP which relate to this Contract. LAP shall maintain said records for a period of three years after the date of final payment under this contract. Under no circumstances, however, is information to be provided to the Legislative Auditor or the Division of Administration that is subject to the work product privilege or the attorney/client privilege that exists between LAP and the indigent accused it is representing pursuant to this Contract.

XII. Segregation of Duties: Contractor shall employ proper segregation of duties with regard to the functions of approval, record keeping and custody of assets, including accounting, to minimize the likelihood of undetected errors and irregularities.

XIII. Budget: During the term of this Contract, Contractor shall prepare a comprehensive annual budget in a format approved by the State Public Defender or Capital Case Coordinator presenting a complete financial plan for its upcoming fiscal year. LAP shall furnish a copy of its completed budget electronically to budget@lpdb.la.gov and in hard copy to the Louisiana Public Defender Board, Attention: Capital Case Coordinator and Budget Officer, 500 Laurel Street, Suite 300, Baton Rouge, LA 70801, no later than December 31st of each year this Contract is in effect.

- XIV. Payroll Registers:** Contractor shall furnish the Board's Capital Case Coordinator and Budget Officer with copies of its payroll registers twice annually during the Contract. Payroll registers for the 6-month period ending June 30th shall be provided to the Capital Case Coordinator and Budget Officer no later than July 31st, and payroll registers for the 6-month period ending December 31st shall be provided to the Capital Case Coordinator and Budget Officer no later than January 31st.
- XV. Audit:** Contractor shall be audited annually in accordance with La. R.S. 24:513.
- XVI. Hold Harmless and Indemnification Contract:** LAP and its subcontractors shall indemnify and save harmless the LPDB against any and all claims, losses, liabilities, demands, suits, damages, causes of action for damages, and judgments of sums of money to any party accruing against the LPDB growing out of, resulting from, or by reason of any act or omission of the LAP, its agents, servants, persons or entities with whom it has or may have contracts now or in the future, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this agreement. Such indemnification shall include the LPDB's legal fees and costs of litigation, including, but not limited to, reasonable attorney's fees. LAP shall provide all insurance related to its duties arising under this agreement.
- XVII. Notification of Complaint to Office of Disciplinary Counsel:** Contractor shall require all attorneys who are employed by, or contract with, Contractor to sign waivers authorizing release and access to their Louisiana State Disciplinary Counsel records. Contractor shall notify, in writing, the LPDB Trial-Level Compliance Officer, within fifteen (15) days of filing of a complaint that has been lodged with the Louisiana Office of Disciplinary Counsel against the Director and/or any Contractor personnel or sub-contractor, and shall immediately forward the report and recommendation of the hearing officer. Contractor further agrees to comply with the complaint policy promulgated by the LPDB.
- XVIII. Independent Contractor:** LAP and the LPDB expressly agree that no person employed by or contracted by LAP shall be considered to be an employee or agent of the LPDB for any purpose, including, specifically, for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana or unemployment compensation coverage, as such term is defined in La. R.S. 23:1021(7). Furthermore, it is expressly agreed that no person employed by or contracted by LAP shall be entitled to receive any benefits customarily provided to employees of the LPDB, including, but not limited to, sick or annual leave or retirement benefits, from the LPDB. LAP and any persons or entities with whom LAP may contract shall be deemed employees or independent contractors of LAP, as the case may be, and shall not be deemed to have any relationship whatsoever to the LPDB.

XIX. Acts of Default and Remedies: The LPDB may terminate this Contract for cause based upon the failure of LAP to comply with the terms and/or conditions of the Contract; provided that the LPDB shall give LAP written notice specifying LAP's failure. If within thirty (30) days after receipt of such notice, LAP shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the LPDB may, at its option, place LAP in default and the agreement shall terminate on the date specified in such notice. LAP may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the LPDB to comply with the terms and conditions of this agreement; provided that LAP shall give the LPDB written notice specifying the LPDB's failure and a reasonable opportunity for the LPDB to cure the defect. However, the parties specifically agree that upon delivery of the funds specified above, the LPDB shall have no further duty or obligation whatsoever to LAP under this agreement. Any claims or controversies arising out of this contract shall be resolved by the provisions of La. R.S. 39:1524-1526.

XX. Cancellation: Either party shall have the right to cancel this contract, with or without cause, by giving the other party thirty (30) days written notice forwarded to their respective address by certified mail with return receipt requested. The LPDB has the right to cancel this contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by the LPDB. Notice shall be sent Certified mail, return receipt requested, to the addresses provided above.

XXI. Insurance: Without limiting LAP's indemnification, it is agreed that LAP, at its expense, shall maintain in force at all times during the performance of this Contract a policy or policies of insurance covering its operation as described below.

- A. General Liability Insurance. LAP shall maintain continuously public liability insurance with limits of liability not less than: \$250,000 for each person, personal injury; \$500,000 for each occurrence, property damage, liability, or a combined single limit of \$500,000 for each occurrence, personal injury and/or property damage liability. Such insurance shall include the LPDB as an additional insured and shall not be reduced or canceled without thirty (30) days prior written notice to the LPDB. LAP shall provide a certificate of insurance or, upon written request of the LPDB, a duplicate of the policy as evidence of insurance protection.
- B. Professional Liability Insurance. LAP shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during the course of their employment or contracted services with the LPDB which constitute professional services in the performance of this Contract. For

purposes of this Contract, professional services shall mean any services provided by a licensed professional. It will be the professional employee's (Counsel) responsibility to maintain professional liability, ERRORS AND OMISSIONS or malpractice coverage with limits of \$1,000,000.00 combined single limit per claim/aggregate. This coverage must be maintained throughout the period of this Contract. LAP will provide coverage sheet confirming current coverage if one is not currently on file to the LPDB. LAP will also provide copies of all renewals which occur within the contract period to the LPDB. LAP shall provide all malpractice insurance related to its duties arising under this Contract.

- C. Employee Dishonesty Insurance. The LAP shall obtain and keep in effect during the term of the Contract, insurance necessary to ensure Contractor's continued existence in the event of criminal acts by its officers and/or employees in an amount not less than \$500,000.00.

XXII. Discrimination Clause: LAP agrees as follows:

- A. To abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968, as amended, and LAP agrees to abide by the requirements of the Americans with Disabilities Act of 1990; and
- B. To render services under this agreement without regard to race, color, religion, gender, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by LAP or its Contractors, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

XXIII. Acts of God, etc.: In the event that the LPDB or LAP shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of acts of God or nature, or any other reason beyond their control, including governmental action, then performance of such act shall be excused for the period of the delay, and the term of this Contract and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

XXIV. Entire Contract: This writing contains the entire agreement between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Contract may be modified or amended at any time by mutual consent of the parties, provided, that before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties. Notwithstanding the foregoing, in no event, shall this Contract be valid until it has been approved in writing by the Director of the Office of State Procurement, Professional Contracts. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

XXV. Louisiana Law Applies: The validity, interpretation, and performance of this Contract shall be governed, interpreted, controlled, construed, and regulated in accordance with the laws of the State of Louisiana.

[Signatures on Following Page]

ATTACHMENT #1

LOUISIANA PUBLIC DEFENDER BOARD

**CONTRACT FOR CRIMINAL DEFENSE SERVICES
ON BEHALF OF INDIGENTS ON APPEAL OF
FELONY CONVICTIONS AND FELONY GRADE
JUVENILE DELINQUENCY ADJUDICATIONS**

GOALS AND PURPOSES:

To provide professional, qualified, and certified legal representation of indigent clients in the form of criminal defense services on direct appeal in non-capital felony cases and on appeal of felony grade juvenile delinquency adjudications by counsel certified in accordance with Louisiana Supreme Court Rule XXXI. The provision of legal representation is in performance of the duly authorized programs of the Louisiana Public Defender Board (LPDB) pursuant to La. R.S. 15:141 *et seq.* The length of such legal representation will be determined on the individual facts and circumstances of the appeals which are the subject of the attached contract. The establishment of the Louisiana Appellate Project (LAP) allows for the statewide provision of appellate criminal services for indigent clients.

OBJECTIVE ONE:

Counsel will be provided to all qualifying indigent clients in a manner which is both professional and ethical.

PERFORMANCE INDICATORS:

The professional aspect of appellate work can be quantified by the timely and correct filing of appellate briefs and preparation and presentation of oral argument, as appropriate, before the appellate courts of this state.

The ethical guidelines used to indicate proper performance are all applicable rules that have been promulgated by the LPDB and the *Rules of Professional Conduct* of the Louisiana State Bar Association.

MONITORING PLAN:

LAP is required to submit monthly reports concerning the status of each appeal under its authority. These reports include the time of appointment, the briefing schedule, the number of pages in the appellate record, the attorney of record, and the request, if any, for an extension of time in which to file a brief on behalf of the client. From these reports the LPDB can monitor the timeliness of the briefs being filed, the time spent on each appeal, and the orderly process of appeals through the system.

From the reports, it may also be determined whether counsel is fulfilling their ethical obligations in vigorously representing appellate clients by timely raising issues sufficiently indicated from the complexity of the case.

OBJECTIVE TWO:

The cost of appeals taken on behalf of indigent clients should be contained by providing sufficient number of counsel, stabilizing and controlling caseloads, and providing services on a statewide basis.

PERFORMANCE INDICATORS:

The overall cost of the program can be determined by the amount of the budget request made on behalf of LAP. This figure, based on the number of cases handled by LAP, demonstrates the cost per appeal to the State of Louisiana. Because figures are available concerning the cost to the State for appeals taken on a case-by-case basis, performance will be indicated when the cost of an appeal handled by LAP is less expensive than those cases handled through other means.

LAP also maintains records for the calculation of cost for each appeal, categorized by adult or juvenile appeal.

MONITORING PLAN:

The LPDB is able to compare cost figures on a monthly, quarterly, and yearly basis for all appeals handled by the project.

From data provided by the Project, the LPDB is able to monitor the cost of appellate practice.

OBJECTIVE THREE:

To improve the quality of representation on behalf of indigent clients on appeal.

PERFORMANCE INDICATORS:

The quality of the briefs being filed is a direct indicator of the work being performed on behalf of the indigent clients.

MONITORING PLAN:

The LPDB is provided, on Compact Disc-Read Only Memory, a copy of every brief filed by the Project. A sampling of the overall number of briefs is reviewed for form, procedural correctness, legal analysis, and substance, by the LPDB. In addition, the supervisors of the Project are responsible for reviewing every brief filed and the Executive Director is responsible for monitoring this review and reporting to the LPDB on a periodic basis.

OBJECTIVE FOUR:

The LPDB will strive to improve the quality of appellate defense services through the continuing legal education of those certified and qualified counsel handling appeals for the Project.

PERFORMANCE INDICATORS:

Appellate briefs must include reference to the latest law on the issues being raised and must be in conformity with the latest appellate procedures mandated by the five appellate courts of the state.

MONITORING PLAN:

Each attorney contracted through LAP is required to maintain certification in accordance with Louisiana Supreme Court Rule XXXI, which requires continuing legal education in the area of that attorney's caseload. The LPDB maintains and is responsible for the certification program and is able to determine whether any attorney for the Project is not attending advanced courses in appellate practice. Also, LAP must be involved in hosting or co-hosting an appellate practice seminar each year, which may be attended by the staff of the LPDB.