

STATE OF MAINE
SUPREME JUDICIAL COURT
ADMINISTRATIVE ORDER JB-23-04

ORDER REGARDING COURT-PAID ATTORNEY REFEREES

Effective: July 18, 2023

The COVID-19 pandemic placed an unprecedented strain on judicial resources. To expedite resolution of pending matters and provide timely access to justice in all case types, the Supreme Judicial Court hereby implements a process to appoint court-paid attorneys to serve as referees in non-jury civil actions and family matters until further Order of the Court. For purposes of this Order, a “court-paid attorney referee” does not include a retired judge appointed as a referee under Administrative Order JB-22-03.

I. SCOPE

This Order applies only to attorney referees paid by the court to resolve by hearing *non-jury* civil actions and family matters.¹ Rule 53 of the Maine Rules of Civil Procedure shall apply unless otherwise provided in this Order or by the court making the appointment.

This Order does not preclude parties from privately retaining and compensating a referee.

II. APPOINTMENT OF COURT-PAID ATTORNEY REFEREE

A. Appointment of Court-Paid Referee by Agreement. Upon motion of the parties, the court may appoint one attorney licensed in Maine as a referee in a non-jury civil action or a family matter at the court’s expense regardless of the parties’ indigency if:

¹ This Order does not apply to criminal, juvenile, protection from abuse, protection from harassment, child protection, adoption of minors, guardianship of minors, and name change of minor cases.

1. Both parties agree to the appointment of the referee who is named in the motion for appointment;² and
2. The appointed referee has a vendor code with the Maine Judicial Branch.³

B. Contract. No later than **14 days** after the date of the order of appointment, the referee shall complete a Referee Contract (Appendix A) and email the unsigned contract to the Administrative Office of the Courts at jb.procurement@courts.maine.gov with a copy of the appointment order. The contract must include the referee's vendor number. The Administrative Office of the Courts will send the referee a request to sign the contract via DocuSign, and upon signing the contract, the referee will receive an email with a copy of the signed contract. The referee shall attach a copy of the signed contract to the invoice submitted pursuant to subsection III(C).

III. COMPENSATION AND INVOICING

A. Compensation rate. A referee may be reimbursed, without prior approval, up to a maximum of **20 hours** for each appointment. A referee shall only be reimbursed for activities authorized by the referee's order of appointment, court rule, or subsequent orders of the court. A referee shall obtain prior court approval to be paid for time exceeding the allowable or court ordered maximum hours. All referees paid by the Judicial Branch shall be paid the hourly rate of active retired judges working a full day (currently, \$43.75 per hour), and shall not be paid from any other source for their referee services provided pursuant to the court's order of appointment.

B. Travel Reimbursement. All in-state travel will be reimbursed at the applicable State rate. All other expenses including, but not limited to, the cost of postage, printing, office overhead, secretarial services, and parking, are included in the hourly rate and will not be reimbursed.

² Parties who file a motion for appointment of a referee shall identify a proposed attorney referee in the motion. The court will not maintain a roster of attorney referees.

³ To request a vendor code, referees must register with the State of Maine at <https://mevss.hostams.com/PRDVSS1X1/AltSelfService>. For assistance, the referee should contact the Vendor Self-Service Helpdesk at **207-624-7889** or VSS.Helpdesk@maine.gov

C. Invoicing. Upon conclusion of the appointment, the referee shall submit an invoice to the court that made the appointment using the court-approved referee voucher form (CV-FM-291) and must comply with all instructions on that form. Vouchers shall include the referee's original wet-ink signature and shall be filed conventionally in paper form (electronic filing shall not be permitted). The referee shall attach to the voucher:

1. A copy of the signed Referee Contract per subsection II(B);
2. A detailed itemization of all services and mileage claimed for reimbursement; and
3. If applicable, a copy of all court orders permitting the referee to exceed the maximum hours per subsection III(A).

To be considered for payment in full, all vouchers and all required supporting documentation shall be submitted **no later than 90 days** after conclusion of the referee's appointment.

Dated: July 11, 2023

For the Court:

_____/s/_____
Valerie Stanfill
Chief Justice, Supreme Judicial Court

APPENDIX A



LOW COST SERVICE CONTRACT

DATE:	
ADVANTAGE CONTRACT #:	
DEPARTMENT AGREEMENT #:	
CONTRACT AMOUNT: \$ 1,000	
START DATE:	END DATE:

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE JUDICIAL BRANCH		
DEPARTMENT NAME: Maine Judicial Branch, Administrative Office of the Courts		
ADDRESS: PO Box 4820		
CITY: Portland	STATE: Maine	ZIP CODE: 04112

PROVIDER		
PROVIDER NAME:		
ADDRESS:		
CITY:	STATE:	ZIP CODE:
PROVIDER'S VENDOR CUSTOMER #:		

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine Judicial Branch

Provider/Vendor

Signature:	Date	Signature:	Date
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STATE OF MAINE | LOW COST SERVICE CONTRACT

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

SCOPE OF WORK

INTRODUCTION/OVERVIEW:

The purpose of this contract is to provide referee services pursuant to the Maine Supreme Judicial Court's Administrative Order, JB-23-01. All invoices submitted by the Provider must comply with the requirements of JB-23-01. The Provider's may invoice, without prior court approval, for up to 20 hours of services (i.e., up to \$875) plus travel costs as allowed under JB-23-01. The Provider must obtain prior court approval to be paid for time exceeding the allowable maximum hours.

CODING

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$875	010	40A	REFE	01	4075				

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$125	010	40A	REFE	01	4970				

(Departments - Attach separate sheet as needed for additional coding.)

DEPARTMENT AND PROVIDER POINT OF CONTACT

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract.

Name: Natasha Jensen

Email: jb.procurement@courts.maine.gov

Address: PO Box 4820

City: Portland

State: Maine

Zip Code: 04112

Telephone: 207-822-0708

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

Name:

Email:

Address:

City:

State:

Zip Code:

Telephone:

TERMS AND CONDITIONS

1. Invoices and Payment: Payment terms are net 30 days from the date the Department receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract number for this contract.
2. Independent Capacity: The Provider is an independent contractor for whom no Federal or State Income Tax will be withheld by the Department, and for whom no retirement benefits, workers' compensation protection, survivor benefit insurance, group life insurance, vacation and sick leave, liability protection, or similar benefits available to State employees will accrue.
3. State Held Harmless: The Provider will indemnify, defend, and save harmless the Department, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description resulting from or arising out of the performance of this Contract by the Provider, its employees, agents, or subcontractors. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Contract. Nothing in this Contract shall be construed as a waiver of the privileges or immunities of the State, its governmental entities, or its employees.
4. Liability Insurance: For the duration of this Contract, the Provider shall procure and maintain a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect the Provider and the Department from suits. **Prior to or upon execution of this Contract, the Provider shall furnish the Department with an acceptable "Certificate of Insurance" form.**
5. Termination: This Contract may be terminated by the Department in whole, or in part, if the Department determines that such termination is in the best interest of the State. Any such termination shall be affected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under this Contract is terminated and the date on which such termination becomes effective. The Contract may be equitably adjusted to compensate for such termination, and modified accordingly.
6. Employment and Public Access: State of Maine contracts for services are subject to statutory conditions related to nondiscrimination in employment, 5 M.R.S. § 784, and access to public records, 5 M.R.S. § 1816-A(4). The Provider has read and does agree to the terms of these conditions.
7. Entire Contract: This Contract constitutes the entire Contract of the parties, and neither party shall be bound by any statement or representation, oral or written, not contained herein. This Contract may only be modified by a written instrument signed by both parties.