



Lori A. Shabinette
Commissioner

Katja S. Fox
Director

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 25, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed \$60,800 for legal representation for individuals subject to revocation of conditional discharge, emergency medication administration or emergency transfer from New Hampshire Hospital to the Secure Psychiatric Unit, with the option to renew for up to two (2) additional years, effective July 1, 2021 or upon Governor and Council approval, whichever is later, through June 30, 2023. 100% General Funds.

Vendor Name	Vendor Code	Area Served	Shared Contract Amount
Amy Davidson	159722	Statewide	\$60 per hour at a maximum of \$300 per case.
Michael C. Shklar	282265		
Ellen Purcell	218300		
Lauren S. Vallari	164385		
		Total:	\$60,800

Funds are anticipated to be available in the following account for State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-922010-41150000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH – DIV OF, BUREAU OF MENTAL HEALTH SERVICES, COMMITMENT COSTS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	108-500751	Provider Payments – Legal Services	92244115	\$30,400
2023	108-500751	Provider Payments – Legal Services	92244115	\$30,400
			Total	\$60,800



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

**Mental Health Administrative Hearings
Legal Representative**
RFA Name

RFA-2021-DBH-06-MENTA
RFA Number

- Bidder Name**
1. Amy Davidson
 2. Earl S. Carrell
 3. Ellen Purcell
 4. Lauren Vallari
 5. Michael Shklar
 6. 0

Pass/Fail	Maximum Points	Actual Points
	100	94
	100	98
	100	97
	100	99
	100	94
	100	

New Hampshire Department of Health and Human Services
Mental Health Administrative Hearings Legal Representative



**NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGREEMENT FOR ATTORNEY SERVICES, STATE FISCAL YEARS 2022 AND 2023**

This Agreement is made and entered into by and between the State of New Hampshire (hereinafter "State"), acting through the Department of Health and Human Services (hereinafter "Department"), and attorneys qualified to provide representation, (hereinafter "Contractor").

Authority

NH RSA 135-C:52, and administrative rules He-M 609, 306, and 611, provide individuals subject to a revocation of conditional discharge, emergency medication administration, or emergency transfer to the Secure Psychiatric Unit with the unconditional constitutional right to legal counsel at administrative hearings.

Notices and Law Firm's Designated Contact

All notices required to be given by this Agreement shall be delivered to the following addresses:

To the State:

Department of Health and Human Services
Office of Client and Legal Services
105 Pleasant Street
Concord, New Hampshire 03301

To the Contractor:

Amy Davidson
PO Box 625
Contoocook, NH 03229

One attorney in each firm shall be responsible for overseeing cases assigned to the firm and for certifying all reports. The designated attorney for this agreement is **Amy Davidson**.

Performance by Contractor

Term: Contractor agrees to provide representation in appointed cases during the period beginning **July 1, 2021** and ending **June 30, 2023**. Contractor further agrees to complete to final disposition all cases undertaken pursuant to this Agreement.

Number of Cases: There shall be no guaranteed maximum or minimum number of cases assigned.

Representation: Such representation shall originate by assignment of the Department for hearings before the Administrative Appeals Unit as follows:

- Hearings appealing the revocation of conditional discharges, in accordance with NH RSA 135-C 52, Appeal, and NH Administrative Rule He-M 609, Conditional Discharge;
- Hearings to obtain an emergency forty-five (45) day order to administer medications involuntarily in accordance with NH RSA 135-C:57, Treatment Rights; Rules and NH Administrative Rule He-M 306, Medical and Psychiatric Emergencies; and
- Hearings for emergency transfer to the Secure Psychiatric Unit in accordance with NH RSA 622:45, Commitment and NH Administrative Rule He-M 611, Secure Psychiatric Unit Transfers.

**New Hampshire Department of Health and Human Services
Mental Health Administrative Hearings Legal Representative**



Price Limitations and Payment Schedule

The State agrees to pay Contractor at the rate of \$60 per hour with a maximum of \$300 per case. Said maximum may be waived upon submission of documentation of extenuating circumstances to the Department of Health and Human Services, Office of Client and Legal Services.

The Contractor shall submit individual itemized invoices for each case under this Agreement in a form approved by the Department, to include at a minimum, the name of the individual represented, type of case, dates of service and amount of time on each date. Said invoice shall be mailed to DHHS, Bureau of Mental Health Services, Attn: Finance, 105 Pleasant Street, Concord, NH 03301.

Compensation and Unit Administration

1. Compensation pursuant to this Agreement is for attorney services only.
2. When the Contractor is appointed pursuant to this Agreement to represent an individual in a specific administrative case, the Contractor shall not receive any fee or expense for representation of that individual in that case except as provided for under this Agreement.
3. In the event the 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, the 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, the Contractor may request, in writing, that the Department 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.

Law Practice Requirements

1. If the Contractor is a law firm, attorneys associated with the firm may provide representation pursuant to this Agreement only after obtaining approval to do so from the Department. Unless an attorney associated with the firm obtains approval from the Department after the execution of this Agreement, only those attorneys, who sign this Agreement, are approved by the Department to provide representation under this Agreement.
2. No part of the Contractor's performance under this Agreement may be assigned or subcontracted.
3. The Contractor shall make provision for prompt and effective communication with clients in cases undertaken pursuant to this Agreement.
4. Assignment to a case includes the obligation to prepare and submit a formal motion for reconsideration when the client indicates his or her intention to seek reconsideration of a final decision. Credit will be awarded separately for the preparation of the motion for reconsideration without the need for a new assignment.
5. The Contractor's representation of individuals under this Agreement shall at all times comply with the Rules of Professional Conduct or any similar code of ethics to which attorneys may be subject.

Closing Cases and Representation following Disposition

No payment will be made for further representation after filing of a motion for reconsideration, absent a new assignment by the Department. This termination of representation does not relieve any other ethical obligations under the Rules of Professional Conduct.

**New Hampshire Department of Health and Human Services
Mental Health Administrative Hearings Legal Representative**

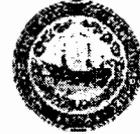


Conflict Avoidance, Record Keeping and Reporting

1. Upon assignment of a new client, the 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.
2. At a minimum, substantive portions of the files of clients represented pursuant to this Agreement shall be retained for at least six years from the date of the last action taken on the case, 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 Agreement, (other than to the clients themselves, in which case a copy of the materials provided must be made), the Contractor shall notify the Department, in writing, at least 60 days prior to taking the action. These Agreement terms do not limit the Contractor's other legal and ethical obligations to preserve client property and retain client files.

Administrative Requirements

1. The 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 a certificate of such insurance to the Department with execution of this Agreement and to notify the Department immediately if such insurance is cancelled or expires during the Term of the Agreement for any reason. Certificates of insurance shall require the insurer to give the Department 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 of the Agreement shall be cause for immediate termination of this Agreement. In the event of termination of this Agreement under this Paragraph, the Contractor shall reimburse the State for all fees paid and forfeit rights to payment for such matters.
2. If at any time the Contractor ceases to be a member in good standing of the New Hampshire Bar Association, this Agreement terminates automatically. The Contractor shall notify the Department in writing immediately of any change in standing as a member of the New Hampshire Bar Association or any other Bar Association.
3. This Agreement may be terminated by either party without cause upon thirty days prior notice in writing.
4. The Department may extend contracted services for up to two (2) additional years, contingent upon satisfactory Contractor performance, continued funding, and Governor and Executive Council approval.
5. The Contractor shall notify the Department in writing at least sixty days prior to the expiration of the Term of the Agreement of his/her intention to seek renewal of the Agreement. Nothing contained herein, however, shall be construed as entitling the Contractor to such renewal.
6. 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.
7. It is understood and agreed to by the parties that in the performance of this Agreement, the Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the State or the Department, and that the 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.



New Hampshire Department of Health and Human Services
Mental Health Administrative Hearings Legal Representative

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

Contractor:

Amy B. Davidson _____ [Signature] _____ 5/25/21
Contractor's printed name Contractor's signature Date

If a firm, title or capacity of signatory Law Firm Name
Frederic Nystrom _____ [Signature] _____ 5/25/21
Witness's printed name Witness's signature Date

Approved Attorneys for Contractor:

Approved attorney's printed name Approved attorney's signature Date

Approved attorney's printed name Approved attorney's signature Date

Department of Health and Human Services:

Katja Fox _____ 5/27/2021
Katja S. Fox, Director Date
Division for Behavioral Health

N.H. Department of Administration, Division of Personnel

Lorrie Rudis _____ 6/1/2021
Division of Personnel, Director Date

Approved as to form and execution:

BY: [Signature] _____ 5/27/2021
Attorney General Date
Catherine Pinos
Attorney

Independent Contractor Justification Form

1. Describe the services that the individual will perform for your agency.
The contractor will provide legal representation to individuals subject to revocation of conditional discharge, emergency administration of medication, or transfer to the Secure Psychiatric Unit. DHHS provides care to the individuals for whom the contractor provides legal services.

2. Does the agency have State employees that perform the same or similar services? Yes, No

3. Will the Agency exercise authority over the means by which the service is rendered by:
- a. Setting work hours. Yes, No
 - b. Setting the work location or providing work space. Yes, No
 - c. Training the individual in how the services must be performed. Yes, No
 - d. Supervising how services are rendered. Yes, No
 - e. Providing tools, materials or office supplies to perform the services. Yes, No
 - f. Requiring periodic reports on the individual's services. Yes, No
 - g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants. Yes, No

4. Will the individual perform the services exclusively for the agency? Yes, No

5. Does the individual use their personal social security number rather than employer identification tax number? Yes, No

6. Does the individual hold himself or herself out to be in business for himself or herself, including by being registered with the state as a business and having continuing or recurring business liabilities or obligations? Yes, No

7. Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work? Yes, No

8. Will the Agency have the right to terminate the relationship at any time? Yes, No

9. Can the individual terminate the relationship at any time without liability? Yes, No

10. Are the services the individual will provide an independently established trade, occupation, profession, or business? Yes, No. Please Identify Attorney representation

Date initial review by DoP: _____ Date final review by DoP: 01/13/2021

Initial Approval _____ : Disapproved _____ Final Approval LAR : Disapproved _____

(Division of Personnel signatory)

Lorrie A Rudis Digitally signed by Lorrie A Rudis
Date: 2021.01.13 09:04:22 -05'00'

(Division of Personnel signatory)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Travers Insurance Agency 902 Main Street Contoocook NH 03229		CONTACT NAME: Dennis Travers PHONE (A/C, No, Ext): (603) 746-8300 E-MAIL ADDRESS: dennis@traversinsuranceagency.com FAX (A/C, No): (877) 201-2265	
INSURED Amy Davidson PO Box 625 Contoocook NH 03229		INSURER(S) AFFORDING COVERAGE INSURER A: ARCH INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			11LPL14171201	06/16/2021	06/16/2022	Legal Services Aggregate Limit	\$100,000 \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please refer to the Policy for all details.

CERTIFICATE HOLDER**CANCELLATION**

NH Dept. of Health and Human Services 129 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AMY B. DAVIDSON

PROFESSIONAL

LAW OFFICE OF AMY B. DAVIDSON, Contoocook, NH, March 1992 – present; Private practice with concentration in mental health and disability law; represent individuals with mental illness at involuntary admission and guardianship hearings, administrative hearings and New Hampshire Supreme Court appeals. Panel attorney, New Hampshire Bar Association Domestic Violence Emergency (DOVE) Project (1993 to present). Experienced in family and juvenile law. Served as guardian *ad litem* in New Hampshire courts, 1994 to 2014 (Board certified, 2004 – 2014); faculty for guardian *ad litem* training in the Probate Courts, 2004 to 2014.

NEW HAMPSHIRE DEPARTMENT OF EDUCATION, Concord, NH, July 2001 – present; Hearing Officer/Alternative Dispute Resolution Officer. Preside over Impartial Due Process Hearings and State Board hearings, and serve as a mediator and neutral evaluator in cases involving special education, student discipline, bullying, teacher contracts and other matters which come before the Department.

RIVIER UNIVERSITY, Nashua, NH, January 1999 – May 2001; Adjunct Faculty, Family Law Instructor, Paralegal Studies Program.

COLLEGE FOR LIFELONG LEARNING, Manchester, NH, April 1997 – May 1997; Adjunct Faculty. Family Law Instructor, Paralegal program.

DISABILITY RIGHTS CENTER, INC., Concord, NH, March 1985 – October 1991; Staff Attorney. Represented individuals with disabilities in federal and state courts and before administrative agencies, in matters involving special education, rights to treatment and services, housing and benefits; participated in workshops, conferences and legislative activities which addressed disability-related issues.

SOUTHERN TIER LEGAL SERVICES, Bath, NY, August 1982 – March 1985; Reginald Heber Smith Community Lawyer Fellow/Staff Attorney. Represented low-income clients in cases involving housing, public benefits, education, disability and mental health; organized and conducted Social Security/SSI and special education workshops for community groups.

UNIVERSITY OF NEW HAMPSHIRE FRANKLIN PIERCE SCHOOL OF LAW, Concord, NH, August, 1980 – March 1982; Civil Procedure Teaching Assistant. Prepared and taught weekly sessions for first year law students.

A BETTER CHANCE, INC., Concord, NH, September 1980 – June 1981, Tutor. Worked with inner city students in a residential setting; assisted with academics and college preparation.

CENTER FOR EVALUATION AND RESEARCH OF RHODE ISLAND COLLEGE, Providence, RI, May 1978 – May 1979; Graduate Research Assistant. Evaluated compensatory education programs throughout Rhode Island; responsibilities included conducting interviews, classroom observations, development of testing and survey instruments, report preparation and data analysis.

SOUTH NORFOLK COUNTY ARC, INC., Sharon, MA, August 1978 – June 1979; Assistant House Manager. Provided community-based services to eight women with developmental challenges.

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE FRANKLIN PIERCE SCHOOL OF LAW, Concord, NH, Juris Doctor, 1982.

RHODE ISLAND COLLEGE, Providence, RI, Master of Arts, Social Psychology and Personality, 1979.

BOSTON UNIVERSITY, Boston, MA, Bachelor of Arts, Psychology, 1974.

BAR ADMISSIONS

STATE: New Hampshire – 1985
Massachusetts – 1984
New York – 1983

FEDERAL: U.S. District Court, District of Massachusetts - 1994
U.S. Court of Appeals for the First Circuit – 1989
U.S. District Court, District of New Hampshire – 1985
U.S. District Court, Western District of New York – 1983

PROFESSIONAL MEMBERSHIPS

New Hampshire Bar Association
NHBA Mental & Physical Disabilities Law Section

MISCELLANEOUS INTERESTS

Animal welfare and rescue; volunteering for local animal shelters;

Conservation and environmental concerns;

Professional musician/piano teacher experience;

Competitive triathlete and runner; also enjoy trail and road biking, kayaking, Nordic and alpine skiing, snowshoeing, swimming, hiking, volleyball, tennis, badminton, skating.

New Hampshire Department of Health and Human Services
Mental Health Administrative Hearings Legal Representative



**NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGREEMENT FOR ATTORNEY SERVICES, STATE FISCAL YEARS 2022 AND 2023**

This Agreement is made and entered into by and between the State of New Hampshire (hereinafter "State"), acting through the Department of Health and Human Services (hereinafter "Department"), and attorneys qualified to provide representation, (hereinafter "Contractor").

Authority

NH RSA 135-C:52, and administrative rules He-M 609, 306, and 611, provide individuals subject to a revocation of conditional discharge, emergency medication administration, or emergency transfer to the Secure Psychiatric Unit with the unconditional constitutional right to legal counsel at administrative hearings.

Notices and Law Firm's Designated Contact

All notices required to be given by this Agreement shall be delivered to the following addresses:

To the State:

Department of Health and Human Services
Office of Client and Legal Services
105 Pleasant Street
Concord, New Hampshire 03301

To the Contractor:

Elliott, Jasper, Shklar, Ranson & Beaulac, LLP
35 Main Street, Suite 4
Newport, NH 03773

One attorney in each firm shall be responsible for overseeing cases assigned to the firm and for certifying all reports. The designated attorney for this agreement is **Michael C. Shklar**.

Performance by Contractor

Term: Contractor agrees to provide representation in appointed cases during the period beginning **July 1, 2021** and ending **June 30, 2023**. Contractor further agrees to complete to final disposition all cases undertaken pursuant to this Agreement.

Number of Cases: There shall be no guaranteed maximum or minimum number of cases assigned.

Representation: Such representation shall originate by assignment of the Department for hearings before the Administrative Appeals Unit as follows:

- Hearings appealing the revocation of conditional discharges, in accordance with NH RSA 135-C 52, Appeal, and NH Administrative Rule He-M 609, Conditional Discharge;
- Hearings to obtain an emergency forty-five (45) day order to administer medications involuntarily in accordance with NH RSA 135-C:57, Treatment Rights; Rules and NH Administrative Rule He-M 306, Medical and Psychiatric Emergencies; and
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**New Hampshire Department of Health and Human Services
Mental Health Administrative Hearings Legal Representative**



Price Limitations and Payment Schedule

The State agrees to pay Contractor at the rate of \$60 per hour with a maximum of \$300 per case. Said maximum may be waived upon submission of documentation of extenuating circumstances to the Department of Health and Human Services, Office of Client and Legal Services.

The Contractor shall submit individual itemized invoices for each case under this Agreement in a form approved by the Department, to include at a minimum, the name of the individual represented, type of case, dates of service and amount of time on each date. Said invoice shall be mailed to DHHS, Bureau of Mental Health Services, Attn: Finance, 105 Pleasant Street, Concord, NH 03301.

Compensation and Unit Administration

1. Compensation pursuant to this Agreement is for attorney services only.
2. When the Contractor is appointed pursuant to this Agreement to represent an individual in a specific administrative case, the Contractor shall not receive any fee or expense for representation of that individual in that case except as provided for under this Agreement.
3. In the event the 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, the 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, the Contractor may request, in writing, that the Department 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.

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2. No part of the Contractor's performance under this Agreement may be assigned or subcontracted.
3. The Contractor shall make provision for prompt and effective communication with clients in cases undertaken pursuant to this Agreement.
4. Assignment to a case includes the obligation to prepare and submit a formal motion for reconsideration when the client indicates his or her intention to seek reconsideration of a final decision. Credit will be awarded separately for the preparation of the motion for reconsideration without the need for a new assignment.
5. The Contractor's representation of individuals under this Agreement shall at all times comply with the Rules of Professional Conduct or any similar code of ethics to which attorneys may be subject.

Closing Cases and Representation following Disposition

No payment will be made for further representation after filing of a motion for reconsideration, absent a new assignment by the Department. This termination of representation does not relieve any other ethical obligations under the Rules of Professional Conduct.

**New Hampshire Department of Health and Human Services
Mental Health Administrative Hearings Legal Representative**



Conflict Avoidance, Record Keeping and Reporting

1. Upon assignment of a new client, the 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.
2. At a minimum, substantive portions of the files of clients represented pursuant to this Agreement shall be retained for at least six years from the date of the last action taken on the case, 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 Agreement, (other than to the clients themselves, in which case a copy of the materials provided must be made), the Contractor shall notify the Department, in writing, at least 60 days prior to taking the action. These Agreement terms do not limit the Contractor's other legal and ethical obligations to preserve client property and retain client files.

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1. The 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 a certificate of such insurance to the Department with execution of this Agreement and to notify the Department immediately if such insurance is cancelled or expires during the Term of the Agreement for any reason. Certificates of insurance shall require the insurer to give the Department 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 of the Agreement shall be cause for immediate termination of this Agreement. In the event of termination of this Agreement under this Paragraph, the Contractor shall reimburse the State for all fees paid and forfeit rights to payment for such matters.
2. If at any time the Contractor ceases to be a member in good standing of the New Hampshire Bar Association, this Agreement terminates automatically. The Contractor shall notify the Department in writing immediately of any change in standing as a member of the New Hampshire Bar Association or any other Bar Association.
3. This Agreement may be terminated by either party without cause upon thirty days prior notice in writing.
4. The Department may extend contracted services for up to two (2) additional years, contingent upon satisfactory Contractor performance, continued funding, and Governor and Executive Council approval.
5. The Contractor shall notify the Department in writing at least sixty days prior to the expiration of the Term of the Agreement of his/her intention to seek renewal of the Agreement. Nothing contained herein, however, shall be construed as entitling the Contractor to such renewal.
6. 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.
7. It is understood and agreed to by the parties that in the performance of this Agreement, the Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the State or the Department, and that the 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.

New Hampshire Department of Health and Human Services
Mental Health Administrative Hearings Legal Representative



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

Contractor:

Michael C. Shklar _____ [Signature] _____ 5/26/21 _____
Contractor's printed name Contractor's signature Date

Partner, Duly Authorised _____ Elliott, Jasper, Shklar, Ranson & Beaulac, LLP _____
If a firm, title or capacity of signatory Law Firm Name

Bruce R. Jasper _____ [Signature] _____ 5/25/2021 _____
Witness's printed name Witness's signature Date

Approved Attorneys for Contractor:

Michael C. Shklar _____ [Signature] _____ 5/26/21 _____
Approved attorney's printed name Approved attorney's signature Date

Approved attorney's printed name Approved attorney's signature Date

Department of Health and Human Services:

DocuSigned by:
Katja Fox _____ 5/27/2021 _____
FB5F3CAAFFEE2414...
Katja Fox, Director Date
Division for Behavioral Health

N.H. Department of Administration, Division of Personnel

DocuSigned by:
Lorrie Rudis _____ 6/1/2021 _____
FB5F3CAAFFEE2414...
Division of Personnel, Director Date

Approved as to form and execution:

BY: [Signature] _____ 5/27/2021 _____
DocuSigned by:
Attorney General Date
Catherine Pinos
Attorney

Independent Contractor Justification Form

1. Describe the services that the individual will perform for your agency.
The contractor will provide legal representation to individuals subject to revocation of conditional discharge, emergency administration of medication, or transfer to the Secure Psychiatric Unit. DHHS provides care to the individuals for whom the contractor provides legal services.

2. Does the agency have State employees that perform the same or similar services? Yes, No

3. Will the Agency exercise authority over the means by which the service is rendered by:
- a. Setting work hours. Yes, No
 - b. Setting the work location or providing work space. Yes, No
 - c. Training the individual in how the services must be performed. Yes, No
 - d. Supervising how services are rendered. Yes, No
 - e. Providing tools, materials or office supplies to perform the services. Yes, No
 - f. Requiring periodic reports on the individual's services. Yes, No
 - g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants. Yes, No

4. Will the individual perform the services exclusively for the agency? Yes, No

5. Does the individual use their personal social security number rather than employer identification tax number? Yes, No

6. Does the individual hold himself or herself out to be in business for himself or herself, including by being registered with the state as a business and having continuing or recurring business liabilities or obligations? Yes, No

7. Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work? Yes, No

8. Will the Agency have the right to terminate the relationship at any time? Yes, No

9. Can the individual terminate the relationship at any time without liability? Yes, No

10. Are the services the individual will provide an independently established trade, occupation, profession, or business? Yes, No. Please Identify Attorney representation.

Date initial review by DoP: _____ Date final review by DoP: 01/13/2021

Initial Approval _____: Disapproved _____ Final Approval LAR: Disapproved _____

(Division of Personnel signatory)

Lorrie A Rudis Digitally signed by Lorrie A Rudis
Date: 2021.01.13 09:04:22 -05'00'

(Division of Personnel signatory)

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ELLIOTT, JASPER, SHKLAR, RANSON & BEAULAC, LLP is a New Hampshire Limited Liability Partnership registered to transact business in New Hampshire on March 25, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 312940

Certificate Number: 0005251082



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of February A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Filing History

[← Back to Home \(online\)](#)

Business Name
ELLIOTT, JASPER, SHKLAR, RANSON & BEULAC, LLP

Business ID
312940

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0005069976	01/04/2021	01/04/2021	Amendment	N/A
0005067568	01/04/2021	01/04/2021	Registered Agent Change	N/A
0005067099	01/04/2021	01/04/2021	Annual Fee	2021
0004925726	06/04/2020	06/04/2020	Annual Fee	2020
0004709597	01/07/2020	01/07/2020	Annual Report Reminder	N/A
0004366741	01/07/2019	01/07/2019	Annual Fee	2019
0004302965	01/01/2019	01/01/2019	Annual Report Reminder	N/A
0004040859	03/16/2018	03/16/2018	Annual Fee	2018
0003707556	12/29/2017	12/29/2017	Annual Report Reminder	N/A
0003501459	01/23/2017	01/23/2017	Annual Fee	2017
0003428405	12/26/2016	12/26/2016	Annual Report Reminder	N/A
0003280714	03/31/2016	03/31/2016	Annual Fee	2016
0003294510	03/07/2016	03/07/2016	Amendment	N/A
0003019410	01/02/2015	01/02/2015	Annual Fee	2015
0001126749	02/12/2014	02/12/2014	Annual Fee	2014
0001126748	11/18/2013	11/18/2013	Amendment	N/A
0001126747	01/15/2013	01/15/2013	Annual Fee	2013
0001126746	01/13/2012	01/13/2012	Annual Fee	2012
0001126745	03/02/2011	03/02/2011	Annual Fee	2011
0001126744	03/02/2011	03/02/2011	Annual Fee	2011
0001126743	01/21/2010	01/21/2010	Annual Fee	2010
0001126742	01/08/2009	01/08/2009	Annual Fee	2009
0001126741	02/14/2008	02/14/2008	Annual Fee	2008
0001126740	01/04/2008	01/04/2008	Amendment	N/A
0001126739	10/15/2007	10/15/2007	Amendment	N/A
0001126738	03/05/2007	03/05/2007	Amendment	N/A
0001126737	02/20/2007	02/20/2007	Annual Fee	2007
0001126736	04/05/2006	04/05/2006	Annual Fee	2005
0001126735	04/05/2006	04/05/2006	Annual Fee	2006
0001126733	03/24/2005	03/24/2005	Amendment	N/A
0001126732	06/15/2004	06/15/2004	Annual Fee	2004
0001126731	03/10/2003	03/10/2003	Annual Fee	2003
0001126730	02/27/2002	02/27/2002	Annual Fee	2002
0001126729	04/11/2001	04/11/2001	Annual Fee	2001
0001126728	08/31/2000	08/31/2000	Amendment	N/A
0001126727	03/13/2000	03/13/2000	Annual Fee	2000
0001126726	03/25/1999	03/25/1999	Business Formation	N/A

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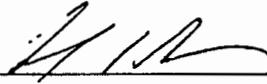
Limited Partnership or LLC Certificate of Authority

I, Michael C. Shklar, hereby certify that I am a Partner, Member, or Manager of Elliott, Jasper, Shklar, Ranson & Beaudet, LLP, a limited liability partnership under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

Dated: May 26, 2021

Signature: _____



Name: Michael C. Shklar

Title: Partner



New Hampshire Department of Health and Human Services
Mental Health Administrative Hearings Legal Representative

**NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGREEMENT FOR ATTORNEY SERVICES, STATE FISCAL YEARS 2022 AND 2023**

This Agreement is made and entered into by and between the State of New Hampshire (hereinafter "State"), acting through the Department of Health and Human Services (hereinafter "Department"), and attorneys qualified to provide representation, (hereinafter "Contractor").

Authority

NH RSA 135-C:52, and administrative rules He-M 609, 306, and 611, provide individuals subject to a revocation of conditional discharge, emergency medication administration, or emergency transfer to the Secure Psychiatric Unit with the unconditional constitutional right to legal counsel at administrative hearings.

Notices and Law Firm's Designated Contact

All notices required to be given by this Agreement shall be delivered to the following addresses:

To the State:

Department of Health and Human Services
Office of Client and Legal Services
105 Pleasant Street
Concord, New Hampshire 03301

To the Contractor:

Purcell Law Office, PLLC
One New Hampshire Avenue, Suite 125
Portsmouth, New Hampshire 03801

One attorney in each firm shall be responsible for overseeing cases assigned to the firm and for certifying all reports. The designated attorney for this agreement is **Ellen Purcell**.

Performance by Contractor

Term: Contractor agrees to provide representation in appointed cases during the period beginning **July 1, 2021** and ending **June 30, 2023**. Contractor further agrees to complete to final disposition all cases undertaken pursuant to this Agreement.

Number of Cases: There shall be no guaranteed maximum or minimum number of cases assigned.

Representation: Such representation shall originate by assignment of the Department for hearings before the Administrative Appeals Unit as follows:

- Hearings appealing the revocation of conditional discharges, in accordance with NH RSA 135-C 52, Appeal, and NH Administrative Rule He-M 609, Conditional Discharge;
- Hearings to obtain an emergency forty-five (45) day order to administer medications involuntarily in accordance with NH RSA 135-C:57, Treatment Rights; Rules and NH Administrative Rule He-M 306, Medical and Psychiatric Emergencies; and
- Hearings for emergency transfer to the Secure Psychiatric Unit in accordance with NH RSA 622:45, Commitment and NH Administrative Rule He-M 611, Secure Psychiatric Unit Transfers.



**New Hampshire Department of Health and Human Services
Mental Health Administrative Hearings Legal Representative**

Price Limitations and Payment Schedule

The State agrees to pay Contractor at the rate of \$60 per hour with a maximum of \$300 per case. Said maximum may be waived upon submission of documentation of extenuating circumstances to the Department of Health and Human Services, Office of Client and Legal Services.

The Contractor shall submit individual itemized invoices for each case under this Agreement in a form approved by the Department, to include at a minimum, the name of the individual represented, type of case, dates of service and amount of time on each date. Said invoice shall be mailed to DHHS, Bureau of Mental Health Services, Attn: Finance, 105 Pleasant Street, Concord, NH 03301.

Compensation and Unit Administration

1. Compensation pursuant to this Agreement is for attorney services only.
2. When the Contractor is appointed pursuant to this Agreement to represent an individual in a specific administrative case, the Contractor shall not receive any fee or expense for representation of that individual in that case except as provided for under this Agreement.
3. In the event the 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, the 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, the Contractor may request, in writing, that the Department 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.

Law Practice Requirements

1. If the Contractor is a law firm, attorneys associated with the firm may provide representation pursuant to this Agreement only after obtaining approval to do so from the Department. Unless an attorney associated with the firm obtains approval from the Department after the execution of this Agreement, only those attorneys, who sign this Agreement, are approved by the Department to provide representation under this Agreement.
2. No part of the Contractor's performance under this Agreement may be assigned or subcontracted.
3. The Contractor shall make provision for prompt and effective communication with clients in cases undertaken pursuant to this Agreement.
4. Assignment to a case includes the obligation to prepare and submit a formal motion for reconsideration when the client indicates his or her intention to seek reconsideration of a final decision. Credit will be awarded separately for the preparation of the motion for reconsideration without the need for a new assignment.
5. The Contractor's representation of individuals under this Agreement shall at all times comply with the Rules of Professional Conduct or any similar code of ethics to which attorneys may be subject.

Closing Cases and Representation following Disposition

No payment will be made for further representation after filing of a motion for reconsideration, absent a new assignment by the Department. This termination of representation does not relieve any other ethical obligations under the Rules of Professional Conduct.



**New Hampshire Department of Health and Human Services
Mental Health Administrative Hearings Legal Representative**

Conflict Avoidance, Record Keeping and Reporting

1. Upon assignment of a new client, the 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.
2. At a minimum, substantive portions of the files of clients represented pursuant to this Agreement shall be retained for at least six years from the date of the last action taken on the case, 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 Agreement, (other than to the clients themselves, in which case a copy of the materials provided must be made), the Contractor shall notify the Department, in writing, at least 60 days prior to taking the action. These Agreement terms do not limit the Contractor's other legal and ethical obligations to preserve client property and retain client files.

Administrative Requirements

1. The 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 a certificate of such insurance to the Department with execution of this Agreement and to notify the Department immediately if such insurance is cancelled or expires during the Term of the Agreement for any reason. Certificates of insurance shall require the insurer to give the Department 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 of the Agreement shall be cause for immediate termination of this Agreement. In the event of termination of this Agreement under this Paragraph, the Contractor shall reimburse the State for all fees paid and forfeit rights to payment for such matters.
2. If at any time the Contractor ceases to be a member in good standing of the New Hampshire Bar Association, this Agreement terminates automatically. The Contractor shall notify the Department in writing immediately of any change in standing as a member of the New Hampshire Bar Association or any other Bar Association.
3. This Agreement may be terminated by either party without cause upon thirty days prior notice in writing.
4. The Department may extend contracted services for up to two (2) additional years, contingent upon satisfactory Contractor performance, continued funding, and Governor and Executive Council approval.
5. The Contractor shall notify the Department in writing at least sixty days prior to the expiration of the Term of the Agreement of his/her intention to seek renewal of the Agreement. Nothing contained herein, however, shall be construed as entitling the Contractor to such renewal.
6. 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.
7. It is understood and agreed to by the parties that in the performance of this Agreement, the Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the State or the Department, and that the 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.



New Hampshire Department of Health and Human Services
Mental Health Administrative Hearings Legal Representative

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

Contractor:

Ellen Purcell _____ [Signature] _____ 6/2/21
Contractor's printed name Contractor's signature Date

managing member _____ Purcell Law Office PLLC
If a firm, title or capacity of signatory Law Firm Name

Robert Purcell _____ [Signature] _____ 6/2/21
Witness's printed name Witness's signature Date

Approved Attorneys for Contractor:

Approved attorney's printed name Approved attorney's signature Date

Approved attorney's printed name Approved attorney's signature Date

Department of Health and Human Services:

DocuSigned by:
Katja Fox _____ 6/3/2021
Katja S. Fox, Director Date
Division for Behavioral Health

N.H. Department of Administration, Division of Personnel

DocuSigned by:
Lorrie Rudis _____ 6/4/2021
Division of Personnel, Director Date

Approved as to form and execution:

BY: [Signature] _____ 6/4/2021
Attorney General Date
Catherine Pinos
Attorney

Independent Contractor Justification Form

1. Describe the services that the individual will perform for your agency.
The contractor will provide legal representation to individuals subject to revocation of conditional discharge, emergency administration of medication, or transfer to the Secure Psychiatric Unit. DHHS provides care to the individuals for whom the contractor provides legal services.

2. Does the agency have State employees that perform the same or similar services? Yes, No

3. Will the Agency exercise authority over the means by which the service is rendered by:
- a. Setting work hours. Yes, No
 - b. Setting the work location or providing work space. Yes, No
 - c. Training the individual in how the services must be performed. Yes, No
 - d. Supervising how services are rendered. Yes, No
 - e. Providing tools, materials or office supplies to perform the services. Yes, No
 - f. Requiring periodic reports on the individual's services. Yes, No
 - g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants. Yes, No

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7. Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work? Yes, No

8. Will the Agency have the right to terminate the relationship at any time? Yes, No

9. Can the individual terminate the relationship at any time without liability? Yes, No

10. Are the services the individual will provide an independently established trade, occupation, profession, or business? Yes, No. Please Identify Attorney representation

Date initial review by DoP: _____ Date final review by DoP: 01/13/2021

Initial Approval _____ : Disapproved _____ Final Approval LAR : Disapproved _____

(Division of Personnel signatory)

Lorrie A Rudis Digitally signed by Lorrie A Rudis
Date: 2021.01.13 09:04:22 -05'00'

(Division of Personnel signatory)

State of New Hampshire

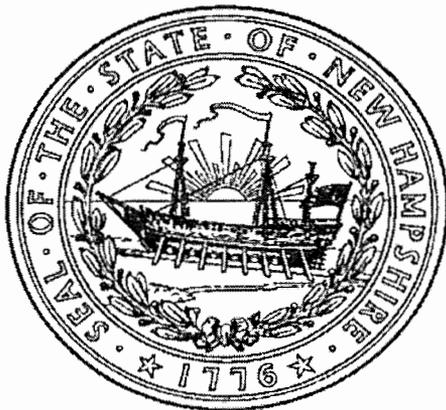
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PURCELL LAW OFFICE, PLLC is a New Hampshire Professional Limited Liability Company registered to transact business in New Hampshire on June 16, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 632297

Certificate Number: 0005284628



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of March A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Filing History

 [Back to Home \(/online\)](#)**Business Name**

Purcell Law Office, PLLC

Business ID

632297

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0005325043	03/30/2021	03/30/2021	Annual Report	2021
0005160365	01/17/2021	01/17/2021	Annual Report Reminder	N/A
0004871301	03/31/2020	03/31/2020	Annual Report	2020
0004719126	01/07/2020	01/07/2020	Annual Report Reminder	N/A
0004478673	03/31/2019	03/31/2019	Annual Report	2019
0004292592	01/01/2019	01/01/2019	Annual Report Reminder	N/A
0004068061	03/30/2018	03/30/2018	Annual Report	2018
0003785729	01/01/2018	01/01/2018	Annual Report Reminder	N/A
0003572019	04/02/2017	04/02/2017	Annual Report	2017
0003445549	12/27/2016	12/27/2016	Annual Report Reminder	N/A
0003281677	03/31/2016	03/31/2016	Annual Report	2016
0003087219	03/26/2015	03/26/2015	Annual Report	2015
0003013534	11/25/2014	11/25/2014	Agent Change/Resign	N/A
0002774805	04/15/2014	04/15/2014	Annual Report	2014
0002774804	03/31/2013	03/31/2013	Annual Report	2013
0002774803	04/17/2012	04/17/2012	Annual Report	2012
0002774802	05/07/2011	05/07/2011	Annual Report	2011
0002774801	12/01/2010	12/01/2010	Change of Business Address	N/A
0002774800	09/01/2010	09/01/2010	Amendment	N/A
0002774799	06/16/2010	06/16/2010	Business Formation	N/A

Page 1 of 1, records 1 to 20 of 20

[Back](#)NH Department of State, 107 North Main St, Room 504, Concord, NH 03301 - [Contact Us \(/online/Home/ContactUS\)](#)

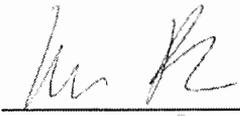
Version 2.1 © 2014 PCC Technology Group, LLC, All Rights Reserved.

Limited Partnership or LLC Certificate of Authority

I, Ellen Purcell, hereby certify that I am a Partner, Member, or Manager of
(Name)
Purcell Law Office PLLC, a limited liability partnership under RSA 304-B, a limited
Name of Partnership or LLC
liability professional partnership under RSA 304-D, or a limited liability company under
RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

Dated: 6/2/21

Signature: 
Name: Ellen Purcell
Title: managing member

New Hampshire Department of Health and Human Services
Mental Health Administrative Hearings Legal Representative



**NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGREEMENT FOR ATTORNEY SERVICES, STATE FISCAL YEARS 2022 AND 2023**

This Agreement is made and entered into by and between the State of New Hampshire (hereinafter "State"), acting through the Department of Health and Human Services (hereinafter "Department"), and attorneys qualified to provide representation, (hereinafter "Contractor").

Authority

NH RSA 135-C:52, and administrative rules He-M 609, 306, and 611, provide individuals subject to a revocation of conditional discharge, emergency medication administration, or emergency transfer to the Secure Psychiatric Unit with the unconditional constitutional right to legal counsel at administrative hearings.

Notices and Law Firm's Designated Contact

All notices required to be given by this Agreement shall be delivered to the following addresses:

To the State:

Department of Health and Human Services
Office of Client and Legal Services
105 Pleasant Street
Concord, New Hampshire 03301

To the Contractor:

Lauren S. Vallari
83 Clinton Street
Concord, NH 03301

One attorney in each firm shall be responsible for overseeing cases assigned to the firm and for certifying all reports. The designated attorney for this agreement is **Lauren S. Vallari**.

Performance by Contractor

Term: Contractor agrees to provide representation in appointed cases during the period beginning **July 1, 2021** and ending **June 30, 2023**. Contractor further agrees to complete to final disposition all cases undertaken pursuant to this Agreement.

Number of Cases: There shall be no guaranteed maximum or minimum number of cases assigned.

Representation: Such representation shall originate by assignment of the Department for hearings before the Administrative Appeals Unit as follows:

- Hearings appealing the revocation of conditional discharges, in accordance with NH RSA 135-C 52, Appeal, and NH Administrative Rule He-M 609, Conditional Discharge;
- Hearings to obtain an emergency forty-five (45) day order to administer medications involuntarily in accordance with NH RSA 135-C:57, Treatment Rights; Rules and NH Administrative Rule He-M 306, Medical and Psychiatric Emergencies; and
- Hearings for emergency transfer to the Secure Psychiatric Unit in accordance with NH RSA 622:45, Commitment and NH Administrative Rule He-M 611, Secure Psychiatric Unit Transfers.

New Hampshire Department of Health and Human Services
Mental Health Administrative Hearings Legal Representative



Price Limitations and Payment Schedule

The State agrees to pay Contractor at the rate of \$60 per hour with a maximum of \$300 per case. Said maximum may be waived upon submission of documentation of extenuating circumstances to the Department of Health and Human Services, Office of Client and Legal Services.

The Contractor shall submit individual itemized invoices for each case under this Agreement in a form approved by the Department, to include at a minimum, the name of the individual represented, type of case, dates of service and amount of time on each date. Said invoice shall be mailed to DHHS, Bureau of Mental Health Services, Attn: Finance, 105 Pleasant Street, Concord, NH 03301.

Compensation and Unit Administration

1. Compensation pursuant to this Agreement is for attorney services only.
2. When the Contractor is appointed pursuant to this Agreement to represent an individual in a specific administrative case, the Contractor shall not receive any fee or expense for representation of that individual in that case except as provided for under this Agreement.
3. In the event the 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, the 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, the Contractor may request, in writing, that the Department 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.

Law Practice Requirements

1. If the Contractor is a law firm, attorneys associated with the firm may provide representation pursuant to this Agreement only after obtaining approval to do so from the Department. Unless an attorney associated with the firm obtains approval from the Department after the execution of this Agreement, only those attorneys, who sign this Agreement, are approved by the Department to provide representation under this Agreement.
2. No part of the Contractor's performance under this Agreement may be assigned or subcontracted.
3. The Contractor shall make provision for prompt and effective communication with clients in cases undertaken pursuant to this Agreement.
4. Assignment to a case includes the obligation to prepare and submit a formal motion for reconsideration when the client indicates his or her intention to seek reconsideration of a final decision. Credit will be awarded separately for the preparation of the motion for reconsideration without the need for a new assignment.
5. The Contractor's representation of individuals under this Agreement shall at all times comply with the Rules of Professional Conduct or any similar code of ethics to which attorneys may be subject.

Closing Cases and Representation following Disposition

No payment will be made for further representation after filing of a motion for reconsideration, absent a new assignment by the Department. This termination of representation does not relieve any other ethical obligations under the Rules of Professional Conduct.

New Hampshire Department of Health and Human Services
Mental Health Administrative Hearings Legal Representative



Conflict Avoidance, Record Keeping and Reporting

1. Upon assignment of a new client, the 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.
2. At a minimum, substantive portions of the files of clients represented pursuant to this Agreement shall be retained for at least six years from the date of the last action taken on the case, 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 Agreement, (other than to the clients themselves, in which case a copy of the materials provided must be made), the Contractor shall notify the Department, in writing, at least 60 days prior to taking the action. These Agreement terms do not limit the Contractor's other legal and ethical obligations to preserve client property and retain client files.

Administrative Requirements

1. The 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 a certificate of such insurance to the Department with execution of this Agreement and to notify the Department immediately if such insurance is cancelled or expires during the Term of the Agreement for any reason. Certificates of insurance shall require the insurer to give the Department 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 of the Agreement shall be cause for immediate termination of this Agreement. In the event of termination of this Agreement under this Paragraph, the Contractor shall reimburse the State for all fees paid and forfeit rights to payment for such matters.
2. If at any time the Contractor ceases to be a member in good standing of the New Hampshire Bar Association, this Agreement terminates automatically. The Contractor shall notify the Department in writing immediately of any change in standing as a member of the New Hampshire Bar Association or any other Bar Association.
3. This Agreement may be terminated by either party without cause upon thirty days prior notice in writing.
4. The Department may extend contracted services for up to two (2) additional years, contingent upon satisfactory Contractor performance, continued funding, and Governor and Executive Council approval.
5. The Contractor shall notify the Department in writing at least sixty days prior to the expiration of the Term of the Agreement of his/her intention to seek renewal of the Agreement. Nothing contained herein, however, shall be construed as entitling the Contractor to such renewal.
6. 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.
7. It is understood and agreed to by the parties that in the performance of this Agreement, the Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the State or the Department, and that the 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.

Independent Contractor Justification Form

1. Describe the services that the individual will perform for your agency.

The contractor will provide legal representation to individuals subject to revocation of conditional discharge, emergency administration of medication, or transfer to the Secure Psychiatric Unit. DHHS provides care to the individuals for whom the contractor provides legal services.

2. Does the agency have State employees that perform the same or similar services? Yes, No

3. Will the Agency exercise authority over the means by which the service is rendered by:

a. Setting work hours. Yes, No

b. Setting the work location or providing work space. Yes, No

c. Training the individual in how the services must be performed. Yes, No

d. Supervising how services are rendered. Yes, No

e. Providing tools, materials or office supplies to perform the services. Yes, No

f. Requiring periodic reports on the individual's services. Yes, No

g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants. Yes, No

4. Will the individual perform the services exclusively for the agency? Yes, No

5. Does the individual use their personal social security number rather than employer identification tax number? Yes, No

6. Does the individual hold himself or herself out to be in business for himself or herself, including by being registered with the state as a business and having continuing or recurring business liabilities or obligations? Yes, No

7. Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work? Yes, No

8. Will the Agency have the right to terminate the relationship at any time? Yes, No

9. Can the individual terminate the relationship at any time without liability? Yes, No

10. Are the services the individual will provide an independently established trade, occupation, profession, or business? Yes, No. Please Identify Attorney representation

Date initial review by DoP: _____ Date final review by DoP: 01/13/2021

Initial Approval _____ : Disapproved _____ Final Approval LAR : Disapproved _____

(Division of Personnel signatory)

Lorrie A Rudis Digitally signed by Lorrie A Rudis
Date: 2021.01.13 09:04:22 -05'00'

(Division of Personnel signatory)

Lauren S. Vallari

Contact Information

Home Address: 1290 Pine Street Contoocook, NH 03229

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Education

University of New Hampshire School of Law (formerly Franklin Pierce Law Center)
Concord, NH J.D. degree granted May 1986

Rider University (formerly Rider College) Lawrenceville, NJ
B.A. degree (Political Science) granted May 1979

Bar Admissions

1988 New Hampshire Bar

1988 Bar of U.S. District Court for District of New Hampshire

Professional Experience

Vallari Law Office, Concord, NH

Solo practitioner and independent contractor for State of New Hampshire, 1989 to 2021.
Focusing on civil matters that include guardianship, civil commitments and involuntary emergency hospitalization.

Rinden Professional Association, Concord, NH

Associate Attorney, 1988 to 1989. Engaged in the general practice of law and obtained experience in litigation, personal injury and family law.

Rinden Professional Association, Concord, NH

Law Clerk, 1985 to 1988. Conducted research, drafted documents and interviewed clients.

Professional Memberships

New Hampshire Bar Association

New Hampshire Women's Bar Association (founding member)

Merrimack County Bar Association

National Alliance on Mental Illness