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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

June 17, 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 **Sole Source** contracts with the vendors 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 14, 2021 or upon Governor and Council approval, whichever is later, through June 30, 2023. 100% General Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Charles G. Glover	163579-B001	Statewide	$60 per hour at a maximum of $300 per case.
Richard G. Anderson	164436-B001		
		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**

EXPLANATION

This request is **Sole Source** because the Department engaged in a competitive procurement process 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, and was not able to award the number of contracts needed to ensure individuals receive the legal counsel they are entitled to. Prior to engaging in a competitive bid process, the Department maintained a list of six (6) attorneys qualified to provide the required legal services, with approval from the Governor and Executive Council.

A Request for Applications (RFA) was posted on the Department's website from January 28, 2021 through March 17, 2021. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. One applicant withdrew after scoring. Four attorney agreements were submitted to the Department of Administrative Services for approval at the June 30, 2021 Governor and Executive Council meeting. The two Contractors in this request did not submit applications in response to the RFA, but are on the list of six attorneys referenced above and are willing to continue to provide legal services. Any reduction in the number of attorneys may lead to individuals not receiving timely legal representation. It is not expected that another competitive bid process would result in any additional qualified candidates.

The purpose of this request is to secure the legal representation that is the unconditional constitutional right of indigent individuals who are subject to revocation of conditional discharge, emergency medication administration or emergency transfer to the New Hampshire Hospital's Secure Psychiatric Unit at appeal hearings, or upon readmission to New Hampshire Hospital as provided in NH RSA135-C: 52 and NH Administrative Rules He-M 609, He-M 306 and He-M 611. These hearings occur sporadically and without advance notice making it very difficult to have the services of any one attorney available at a specific time, or to budget specific amounts for contracts with individual attorneys. The establishment of a list of attorneys along with signed attorney agreements, which are attached hereto as Appendix A, to engage as needed, will ensure availability of legal counsel to individuals so entitled.

The attorneys are reimbursed for their services at an hourly rate established by the New Hampshire Supreme Court in indigent defense cases. The rate will continue to be sixty dollars ($60.00) per hour with a maximum payment of three hundred dollars ($300.00) per case.

As referenced in Appendix A, Administrative Requirements, Section 4 of the attached attorney Agreements, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department would not be in compliance with New Hampshire law requiring the Department to ensure individuals have legal representation in hearings relative to revocation of conditional discharge, emergency medication administration, and emergency transfer to the Secure Psychiatric Unit.

Areas served: Statewide

Source of Funds: General Funds

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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:

Charles G. Glover
64 N. State Street, Suite 4
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 **Charles G. Glover.**

Performance by Contractor

Term: Contractor agrees to provide representation in appointed cases during the period beginning **July 14, 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.

Contractor Initials: CG

Date: 6/25/21

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.

Contractor Initials: [illegible]

Date: 6/21/21

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.

Contractor Initials: AT

Date: 6/28/21

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

Contractor:

Charles Glover		6/25/21
Contractor's printed name	Contractor's signature	Date
If a firm, title or capacity of signatory	Law Firm Name	
Tiffany Rudolph	Tiffany Rudolph	6/25/21
Witness's printed name	Witness's signature	Date

Approved Attorneys for Contractor:

Charles Glover		6/25/21
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
E09DD5B0DC03442...
Katja S. Fox, Director
Division for Behavioral Health

6/28/2021
Date

N.H. Department of Administration, Division of Personnel

DocuSigned by:
Lorrie Rudis
FB5F3CAAFEE2414...
Division of Personnel, Director

6/30/2021
Date

Approved as to form and execution:

BY: DocuSigned by:
D5CAA202E32C4AE...
Attorney General

6/30/2021
Date

CHARGGL-01 TDAVISON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2021

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
Knapton Reade & Woods Agency, Inc.
22 School Street
Hillsboro, NH 03244

CONTACT NAME:
PHONE (A/C, No, Ext): (603) 464-3422 FAX (A/C, No): (603) 464-4066
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Hanover Insurance Companies	22292
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Charles G. Glover, Esq.
64 N. State St, #4
Concord, NH 03301

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						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			LHVD68154001	8/31/2020	8/31/2021	Limit Per Claim	250,000
A	Professional Liab.			LHVD68154001	8/31/2020	8/31/2021	Aggregate	500,000

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

CERTIFICATE HOLDER

Department of Health and Human Services
Office of Client and Legal Services
105 Pleasant St
Concord, NH 03301

CANCELLATION

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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CHARLES G. GLOVER, ESQ.
64 N. State Street #4, Concord, NH 03301

charles@gloveresq.com 603.223.0110

PROFESSIONAL HISTORY

PLYMOUTH STATE UNIVERSITY, Plymouth, NH — Spring 2013-Current
Adjunct Professor
- Develop curriculum and instruct BA/BS candidates in Sports Law, Commercial Law, Small Business Law and Human Resource Issues, and Business Law
- Develop curriculum and instruct MBA candidates in Business Law

NEW HAMPSHIRE TECHNICAL INSTITUTE, Concord, NH — Fall 2008-Spring 2009
Adjunct Professor
- Develop curriculum and instruct AS candidates in Sports Law and Business

LAKES REGION COMMUNITY COLLEGE, Laconia, NH — Fall 2007-Spring 2014
Adjunct Professor
- Develop curriculum and instruct AS candidates in Hospitality Law and International Business

CHARLES G. GLOVER, ESQ., ATTORNEY-AT-LAW, Concord, NH — Summer 2005-Current
Principal
- Advise small-to-medium size business owners and entrepreneurs in business-related legal issues, including choice of entity, financing business ventures, and employee relations
- Provide estate planning counsel and documentation to wide variety of New Hampshire and Massachusetts residents, including Federal Estate and Gift Tax mitigation
- Serve as attorney to fiduciaries undergoing New Hampshire probate proceedings
- Represent buyers and sellers in commercial and residential real estate transactions; advise landowners concerning landlord/tenant issues, including lease drafting and evictions
- Court-appointed attorney for proposed wards and patients facing involuntary commitment
- Appointed attorney for patients in administrative mental health-related hearings
- Serve as Bar Examiner in Daniel Webster Scholarship Program

EDUCATION

JURIS DOCTORATE DEGREE, 2000
Boston College Law School, Newton, MA
- Note editor for the Boston College Environmental Affairs Law Review
- Proof read and edited student and outside articles in preparation for publication

BACHELOR OF ARTS IN ECONOMICS AND PHILOSOPHY, *Cum Laude and Dean's List*, 1996
St. Lawrence University, Canton, NY
- Teaching Assistant from Spring 1995 through Spring 1996

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- Instructed undergraduate students in Aristotelian logic, symbolic logic, rhetoric, oral presentation and debate; evaluated student essays and oral presentations and facilitated debates

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

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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:

Richard Anderson Law Offices, PLLC
PO Box 4
New London, NH 03257

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 **Richard Anderson.**

Performance by Contractor

Term: Contractor agrees to provide representation in appointed cases during the period beginning **July 14, 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.

Contractor Initials: RA

Date: 6-24-2021

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.

Contractor Initials: RA

Date: 6-24-2021

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.

Contractor Initials: RA

Date: 6-24-2021

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

Contractor:

Richard G. Anderson	Richard G. Anderson	6-24-2021
Contractor's printed name	Contractor's signature	Date
Owner	Richard G. Anderson Law Offices	
If a firm, title or capacity of signatory	Law Firm Name	
Heidi E. Anderson	Heidi E Anderson	6-24-2021
Witness's printed name	Witness's signature	Date

Approved Attorneys for Contractor:

Richard G. Anderson	Richard G. Anderson	6-24-2021
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	6/28/2021
ED9DC38DAC63442...	
Katja S. Fox, Director	Date
Division for Behavioral Health	

N.H. Department of Administration, Division of Personnel

DocuSigned by: Lorrie Rudis	6/30/2021
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Division of Personnel, Director	Date

Approved as to form and execution:

BY:	6/30/2021
D0CA9201E92C4AE...	
Attorney General	Date

DocuSign Envelope ID: 6BB79FAF-ABA3-4532-9DE2-510E5472323B

Attorney Protective

Issuing Company:
National Liability & Fire Insurance Company
Stamford, Connecticut

DECLARATIONS

Attaching To and Forming a Part of Policy No. :	Renewal Policy No. : LP013133

ITEM 1	**NAMED INSURED:** Richard G. Anderson Law Offices PLLC **ADDRESS:** PO Box 4 New London, NH 03257-0004
ITEM 2	**PREDECESSOR FIRMS:** N/A
ITEM 3	**POLICY PERIOD:** From 02/10/2021 To 02/10/2022 Both days at 12:01 a.m. at the mailing address of the Named Insured as shown here.
ITEM 4	**RETROACTIVE DATE:** 02/10/2003 This insurance will not apply to any act, error, or omission which occurred prior to the date indicated here.
ITEM 5	**LIMITS OF LIABILITY:** PER CLAIM: $1,000,000 AGGREGATE: $1,000,000
ITEM 6	**DEDUCTIBLE:** PER CLAIM $2,500 AGGREGATE: $ N/A
ITEM 7	**ANNUAL PREMIUM:** $2,094
ITEM 8	**POLICY FORM:** ATY-0001-00-0116
ITEM 9	**ENDORSEMENT SCHEDULE:**

FORM NO.	ENDORSEMENT NAME
ATY-1015-00-0116	Defense Outside Limits Additional Claim Expenses Limit of Liability Endorsement
ATY-1026-00-0119	Per Disciplinary Proceeding Limit Increase
ATY-2006-00-0116	Specific Person or Entity Exclusion Endorsement
ATY-2015-00-0116	Economic Sanctions Exclusion
ATY-9001-NH-0119	New Hampshire Amendatory Endorsement

ITEM 10	**PRODUCER:** NHBA Insurance 2 Pillsbury St Ste 300 Concord, NH 03301-3549
ITEM 11	IF YOU HAVE QUESTIONS, PLEASE CALL: 1-877-728-8776

IN WITNESS WHEREOF, we have caused this Policy to be signed by our president and secretary and countersigned where required by law on the Declarations page by our duly authorized representative.

Countersigned By:_____ Dated: _____

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Richard Glenn Anderson

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Education

J.D., New England School of Law, Boston, MA, 1999
(Areas of study included Wills, Trusts and Estates, Income Taxation; Contracts, Business Organizations, Legislation, International Law.)
New England Scholar, 1996
Staff Member, *New England Law Journal*, 1997-1998
Case and Note Editor, *New England Law Journal*, 1998-1999
Admitted to New Hampshire and Massachusetts Bars

B.A., Economics (minor in mathematics), Rutgers University, New Brunswick, NJ, 1985

Experience

Attorney at Law - Richard G. Anderson Law Offices, P.L.L.C. 2003 - Present

- Assist clients and families in the development of estate plans (through the utilization of wills, trusts and named beneficiary assets) that protect and pass on assets in the most efficient and practical manner possible to the individuals and institutions that matter most to them.
- Advise clients on business/transactional matters including contract review, entity formation, intellectual property, risk management, employment and taxation issues.
- Develop an extensive client base through regular presentations on estate planning to companies, professional organizations, nursing homes, hospitals and other health care facilities in a manner designed to ensure comprehension at the layperson level.
- Represent elderly and disabled clients before governmental administrative departments.
- Meet with clients at their convenience - whether at home, work or in a medical facility.
- Guide clients in the administration of estates to achieve cost effective, compassionate results.

Adjunct Professor for Business Ethics - Southern New Hampshire University, 2002

- Developed curriculum for courses on business ethics (with more than sixty undergraduates) utilizing texts, videotape examples, role-playing and case studies.
- Taught classes exploring topics such as the nature of morality, normative theories of ethics, economic distribution and capitalism, globalization, workplace issues, the role of consumers in society and environmental questions as they relate to business.
- Encouraged debate and insights on fundamental questions of appropriate business conduct using real world scenarios and current business news.
- Created lesson plans for the Online NewsHour of PBS.

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Volunteer Attorney – New Hampshire Department of Justice (Criminal Bureau), 2002

- Wrote appellate briefs on behalf of the State for submission to the Supreme Court of New Hampshire.
- Assisted staff attorneys in trial preparation, sentencing hearings and grand jury proceedings.
- Researched and issued memoranda on pertinent legal issues of interest to the Justice Department involving spousal immunity, insurance fraud, hearsay, electronic surveillance, insanity defenses, embezzlement, grand jury proceedings and habeas corpus appeals.

Senior Territory Sales Manager - Thomas & Betts Corporation, 1989 – 2001
(a leading Fortune 500 manufacturer)

- Successfully managed entry of new distribution channels into market, enabling growth of existing base while simultaneously exploiting new avenues to achieve 30%+ sales increase.
- Coordinated introduction of a major new product line into the marketplace through training of sales force, resulting in second highest market share within two years.
- Conducted in-depth training seminars at more than seventy engineering organizations to promote specifications and brand preference.
- Developed and implemented detailed annual business programs for fifty-four different electrical distribution locations with quantifiable targets and specific strategies for each one.
- Achieved top level performance in three state sales territory while simultaneously completing four-year evening program for law degree and serving as a Law Journal editor.

Sales Representative - Daido Electronic Instruments Corporation, 1985-1989

- Commenced company sales efforts in an undeveloped territory for a sophisticated line of electronic position control devices utilized in computer numeric controlled equipment - developing lowest yield territory into second highest yield territory within eighteen months.
- Trained new employees for three other territories and temporarily assumed day to day management of sales department during transition period.
- Acquired steadily greater territory responsibilities as a result of successful sales efforts.

Consultant / Campaign Manager - New Jersey State Committee, 1984

- Coordinated national presidential campaign efforts in two New Jersey counties as youngest paid staff member in the state.
- Developed voter registration strategies resulting in 15,500 new voters in 46 townships.
- Supervised and targeted canvassing and literature drops utilizing more than seventy volunteers and established phone banks working with constituency groups for voter outreach.

Volunteer Activities: Elected Member of the KRSD Municipal Budget Committee.
Former New London Firefighter & Citizens Advisory Committee
Development Committee of Ausbon Sargent Land Preservation Trust