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Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

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

March 28, 2023

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 **Retroactive** amendments to existing contracts, which were originally competitively bid, with the Contractors listed below 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, by exercising contract renewal options, by increasing the total shared price limitation by $102,600 from $60,800 to $163,400 and extending the completion dates from June 30, 2023 to June 30, 2025, effective retroactive to October 1, 2022, upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on June 30, 2021, item #15.

Vendor Name	Vendor Code	Area Served	Shared Price Limitation
Amy Davidson	159722	Statewide	$90 per hour, not to exceed $450 per case.
Elliott, Jasper, Shklar, Ranson & Beaulac, LLP	282265		
Purcell Law Office, PLLC	218300		
Lauren S. Vallari	164385		
		Total:	**$163,400***

* This request includes four (4) of six (6) amendments to the Mental Health Administrative Hearings Legal Representative contracts that are funded by this shared price limitation amount. The Department is also presenting an amendment to one (1) of the remaining two (2) contracts, which were procured separately as sole source and are also funded by this shared price limitation, at this Governor and Executive Council meeting. The Department anticipates presenting the remaining one (1) contract amendment to the Governor and Executive Council at a future meeting.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	108-500751	Provider Payments – Legal Services	92244115	$30,400	$0	$30,400
2023	108-500751	Provider Payments – Legal Services	92244115	$30,400	$11,400	$41,800
2024	108-500751	Provider Payments – Legal Services	92244115	$0	$45,600	$45,600
2025	108-500751	Provider Payments – Legal Services	92244115	$0	$45,600	$45,600
			Total	$60,800	$102,600	$163,400

EXPLANATION

This request is **Retroactive** because changes to New Hampshire Supreme Court rules, effective October 1, 2022, increased the hourly rate for legal representation for civil cases, such as Involuntary Emergency Admissions (IEAs) hearings, from sixty dollars ($60) to ninety dollars ($90). The same attorneys provide legal representation at IEA hearings and mental health administrative hearings, and have historically received the same reimbursement rate for both types of cases.

The purpose of this request is for the Department to continue to arrange and fund the costs of 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, or upon readmission to New Hampshire Hospital as provided in NH RSA 135-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 (1) attorney available at a specific time, or to budget specific amounts for contracts with individual attorneys.

These private law firms and attorneys will continue to be reimbursed for their services at the same hourly rate established by the New Hampshire Supreme Court for misdemeanor indigent defense cases and certain civil cases.

As referenced in the Agreements for Attorney Services, Administrative Requirements, Sections 4 and 5, 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. The Department is exercising its option to renew services for two (2) of the two (2) years available.

Should the Governor and Executive 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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Mental Health Administrative Hearings Legal Representative contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Amy Davidson ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to the Agreement for Attorney Services, State Fiscal Years 2022 and 2023, Administrative Requirements, Sections 4, 5, and 6, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify the Contract Agreement heading, Agreement for Attorney Services, State Fiscal Years 2022 and 2023, and any references herein, to read:

   Agreement for Attorney Services

2. Modify the Agreement for Attorney Services, Performance by Contractor (section), Term (paragraph), to read:

   Term: Contractor agrees to provide representation in appointed cases beginning **July 1, 2021** through **June 30, 2025**. The Contractor further agrees to complete all cases undertaken pursuant to this Agreement to final disposition.

3. Modify the Agreement for Attorney Services, Price Limitations and Payment Schedule (section), to read:

   Price Limitations and Payment Schedule

   The State agrees to pay the Contractor at the rate of $90 per hour not to exceed a maximum of $450 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. This Agreement is one (1) of six (6) vendor Agreements for which the total price limitation across all six (6) Agreements shall not exceed $163,400.

   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 length 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.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to October 1, 2022, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/16/2023
Date

DocuSigned by:
Katja S. Fox
ED9D06B04063440...
Name: Katja S. Fox
Title: Director

Amy Davidson

3/16/2023
Date

DocuSigned by:
Amy Davidson
107F24033E5248D...
Name: Amy Davidson
Title: Attorney at Law

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/16/2023
Date

DocuSigned by:
Robyn Guarino
74873484449441469...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/16/2022

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	CONTACT NAME: Dennis Travers
Travers Insurance Agency PO Box 820 Contoocook NH 03229	PHONE (A/C, No, Ext): (603) 746-8300 FAX (A/C, No): (877) 201-2265 E-MAIL ADDRESS: dennis@traversinsuranceagency.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Amy Davidson PO Box 625 Contoocook NH 03229	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 CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			11LPL14171202	06/16/2022	06/16/2023	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

NH Dept. of Health and Human Services
129 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

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.

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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

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**

EXPLANATION

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 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, 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.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 1/28/2021 through 3/17/2021. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. One applicant withdrew after scoring. The Scoring Sheet is attached.

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 administrationand 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:

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.

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.

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: ABD

Date: 5/24/21

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:

DocuSigned by:
Katja Fox
FD8D0FB04C834A2...

5/27/2021

Katja S. Fox, Director
Division for Behavioral Health
Date

N.H. Department of Administration, Division of Personnel

DocuSigned by:
Lorrie Rudis
F85F3CAAFEE2414...

6/1/2021

Division of Personnel, Director
Date

Approved as to form and execution:

DocuSigned by:

BY: [signature] 5/27/2021

Attorney General
Date

Catherine Pinos

Attorney

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Mental Health Administrative Hearings Legal Representative contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Elliott, Jasper, Shklar, Ranson & Beaulac, LLP ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to the Agreement for Attorney Services, State Fiscal Years 2022 and 2023, Administrative Requirements, Sections 4, 5, and 6, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify the Contract Agreement heading for Attorney Services, State Fiscal Years 2022 and 2023, and any references herein, to read:

   Agreement for Attorney Services

2. Modify the Agreement for Attorney Services, Performance by Contractor (section), Term (paragraph), to read:

   Term: Contractor agrees to provide representation in appointed cases beginning **July 1, 2021** through **June 30, 2025**. The Contractor further agrees to complete all cases undertaken pursuant to this Agreement to final disposition.

3. Modify the Agreement for Attorney Services, Price Limitations and Payment Schedule (section), to read:

   Price Limitations and Payment Schedule

   The State agrees to pay the Contractor at the rate of $90 per hour not to exceed a maximum of $450 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. This Agreement is one (1) of six (6) vendor Agreements for which the total price limitation across all six (6) Agreements shall not exceed $163,400.

   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 length 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.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to October 1, 2022, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/20/2023
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Elliott, Jasper, Shklar, Ranson & Beaulac, LLP

3/20/2023
Date

DocuSigned by:
Michael Shklar
Name: MICHAEL SHKLAR
Title: Partner, Duly Authorized

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/24/2023
Date

DocuSigned by:
Robyn Guarino
7487348B4921460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0006154349**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of March A.D. 2023.

David M. Scanlan

Secretary of State

Certificate of Authority

I, Alice C. Ranson, **hereby certify** that I am a duly elected Partner of
(Name)
Elliott, Jasper, Shklar Ranson & Beaulac, LLP. I hereby certify the following is a true copy of a vote taken at a
(Name of LLP)

meeting of the partners, duly called and held on March 24, 2023

at which a quorum/majority of the partners were present and voting.

VOTED: That Michael C. Shklar is duly authorized to enter a
(Name and Title)

contract on behalf of Elliott Jasper Shklar Ranson & Beaulac, LLP, a limited partnershipwith the Department of Health & Human Services, State of New Hampshire and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of March 24, 2023 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 limited partnership to the specific contract indicated. This authority **shall remain valid for thirty (30)** days from the date of this Certificate of Authority.

DATED: March 24, 2023

ATTEST: _____
Alice C. Ranson, Partner

ELLIOTJA02 AKRUPSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/13/2023

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 Smith Brothers Insurance, LLC. 68 National Drive Glastonbury, CT 06033	CONTACT NAME: Amy Carrington PHONE (A/C, No, Ext): (860) 494-2143 FAX (A/C, No): E-MAIL ADDRESS: acarrington@smithbrothersusa.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : The Hanover Insurance Company — 22292
INSURED Elliott, Jasper, Shklar, Ranson & Beaulac LLP 35 Main Street Ste 4 Newport, NH 03773	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						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 Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	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.			LHE A475528 08	11/15/2022	11/15/2023	Each Claim	1,000,000
A	Professional Liab.			LHE A475528 08	11/15/2022	11/15/2023	Annual Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Insurance policy Deductible $5,000 Aggregate; Retro date 1-1-1985.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

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

MICHAEL C. SHKLAR, ESQ.

Professional Data:

Admitted to the New Hampshire Bar, May, 1985
Admitted to the United States District Court of New Hampshire, 1986
Admitted to the United States District Court, District of Vermont 2009
United States Court of Appeals, First Circuit 2000
United States Court of Veterans Appeals, 1990
United States Supreme Court, 1992
United States Tax Court, 1993
Certified Guardian *Ad Litem*, New Hampshire Superior, Probate, and District Divisions,
Certification Dates: 1988, 1994, 2007, 2010, 2013, 2016, 2019
Child Welfare Law Specialist- Certified since 2010.
Justice of the Peace
Member:
New Hampshire Bar Association
American Association for Justice
New Hampshire Trial Lawyers Association
National Association of Counsel for Children.
"AV" Martindale-Hubbell Rating

Education:

LAW SCHOOL: Case Western Reserve University School of Law, Cleveland, Ohio
J. D. Awarded January, 1985
Class Rank: Upper 40% of class.
American Jurisprudence Award, Studies in Restitution, 1984-1985

COLLEGE: Carleton College, Northfield, Minnesota 1982
B.A. (History) Awarded June, G.P.A.: 3.15

Personal and Professional Memberships, Community Organizations, Etc.:

Member, Board of Directors, Orion House, Inc., Newport, NH 1987-1995 President 1987-1991, 1993-1995, Vice President 1991-1993;
Director, Women's Supportive Services, Claremont, NH, 1987-1994
Member, Goshen-Lempster School Board - Term Ending 1993; Chair 1990-1991;
Member, Unauthorized Practice of Law Committee, N.H. Bar Association 1993--1995t;
Fee-Dispute Resolution Committee, N.H. Bar Assoc., 1987-1990;
Pro Bono Attorney of the Year, Sullivan County, 1986, 1988, 1991, 1992;2000
Board of Governors, N.H. Bar Association, 1992-1994;
Moderator, Town of Lempster and Lempster School District, 1998-Present;
Clerk, Newport Housing for the Elderly and Disabled, 1997-Present
General Counsel, Turning Points Network, 1994-present
Town Solicitor, Town of Lempster, 2000-present

US District Court CJA Panel Selection Committee 2002-
Sullivan County Bar Ass'n, Secretary/Treasurer 2000-2001, President 2001-2002
Sons of Union Veterans of the Civil War. 2012-Present. Currently Commander for the Department. Of NH and Camp Commander (Lebanon NH)
ABA Right to Counsel Task Force
Vermont Hemlocks (Civil War Living History Organization)
NH Lawyers in Transition Committee (2017-present)

Employment:

October, 1987 Present — Law Offices of Michael C. Shklar (sole proprietorship) and Elliott Jasper, Shklar, Ranson & Beaulac LLP Newport, New Hampshire (partner)

General Practice of Law, concentrating in, Juvenile, Mental Health ,Criminal, Social Security and Bankruptcy Law;

1987 to 1994 — D.C.Y.S. Contract Attorney

March, 1986 to October, 1987 — Associate, Elliott & Jasper, Newport, New Hampshire. This position was, a full-time general practice

Continuing Education Teaching/Publications

NH CJA Panel: Ethical issues with evidence.
National Business Institute programs on Advanced Family Law; , Alternate Child Custody Arrangements:, Ethics; Social Security Disability law, These include written materials.
NH- Introduction to Involuntary Admissions (Mental Health Law)
Cheshire County Bar Association- Involuntary Admissions
VT CJA Panel: Reentry Issus

15 mac

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

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**

EXPLANATION

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 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, 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.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 1/28/2021 through 3/17/2021. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. One applicant withdrew after scoring. The Scoring Sheet is attached.

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 administrationand 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:

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
- 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: _____

Date: 5/20/21

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.

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: _____

Date: 5/26/21

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		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		5/25/2021
Witness's printed name	Witness's signature	Date

Approved Attorneys for Contractor:

Michael C. Shklar		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
Katja S. Fox, Director — Date
Division for Behavioral Health

N.H. Department of Administration, Division of Personnel

DocuSigned by: Lorrie Rudis — 6/1/2021
Division of Personnel, Director — Date

Approved as to form and execution:

BY: DocuSigned by: — 5/27/2021
Attorney General — Date
Catherine Pinos
Attorney

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Mental Health Administrative Hearings Legal Representative contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Purcell Law Office, PLLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to the Agreement for Attorney Services, State Fiscal Years 2022 and 2023, Administrative Requirements, Sections 4, 5, and 6, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify the Contract Agreement heading, Agreement for Attorney Services, State Fiscal Years 2022 and 2023, and any references herein, to read:

   Agreement for Attorney Services

2. Modify the Agreement for Attorney Services, Performance by Contractor (section), Term (paragraph), to read:

   Term: Contractor agrees to provide representation in appointed cases beginning **July 1, 2021** through **June 30, 2025**. The Contractor further agrees to complete all cases undertaken pursuant to this Agreement to final disposition.

3. Modify the Agreement for Attorney Services, Price Limitations and Payment Schedule (section), to read:

   Price Limitations and Payment Schedule

   The State agrees to pay the Contractor at the rate of $90 per hour not to exceed a maximum of $450 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. This Agreement is one (1) of six (6) vendor Agreements for which the total price limitation across all six (6) Agreements shall not exceed $163,400.

   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 length 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.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to October 1, 2022, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/17/2023
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Purcell Law Office, PLLC

3/17/2023
Date

DocuSigned by:
Ellen Purcell
Name: Ellen Purcell
Title: managing member, Purcell Law Office, PLL

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/17/2023
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0006123468**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of February A.D. 2023.

David M. Scanlan

Secretary of State

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: 3/14/23

Signature: [signature]

Name: ellen purcell

Title: managing member

DocuSign Envelope ID: 72F6E4F6-B810-4085-99C8-A4BB784A6F73

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/13/2023

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 Amity Insurance a Division of Brown & Brown of MA, Brown & Brown of MA, LLC 500 Victory Road North Quincy MA 02171	CONTACT NAME: Suzanne Morand PHONE (A/C, No, Ext): (617) 471-1220 FAX (A/C, No): (617) 479-5147 E-MAIL ADDRESS: Suzanne.Morand@bbrown.com
INSURED Purcell Law Office 1 NH Ave., Suite 125 Portsmouth NH 03801	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: National Liability & Fire Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2321364130 **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	
A	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR ☒ Lawyers Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			LP012987	01/10/2023	01/10/2024	EACH OCCURRENCE	$ 200,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 600,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

State of New Hampshire Department of Health & Human Services
129 Pleasant Street
Concord NH 03301-3857

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

Suzanne J. Morand

ELLEN PURCELL
[redacted]

PROFESSIONAL BACKGROUND

Civil litigation attorney primarily representing plaintiffs in state and Federal employment law claims, including discrimination, wrongful termination, whistleblower, and wage claims; also practicing in the areas of mental health, disability, and family law. State administrative agency experience before the New Hampshire Commission for Human Rights, Department of Labor (workers' compensation and wage claims), Public Employee Labor Relations Board, Board of Education, and Board of Nursing. Federal administrative agency experience with the Equal Employment Opportunity Commission, the Office of Personnel Management, and the Social Security Office of Disability Adjudication Rights. Licensed to practice in New Hampshire state and Federal District courts.

EXPERIENCE

Purcell Law Office, PLLC, Portsmouth, NH — January 2011 – present
Owner and managing attorney
Areas: Employment, mental health, and family law; SSDI/SSI

Backus, Meyer & Branch, LLP, Manchester, NH — February 2004 – September 2009
Litigation associate
- drafted charges, complaints; conducted all aspects of pre-trial discovery
- conducted bench trials in contract, probate and insurance cases; jury trials in employment, medical malpractice, and construction/contract cases
- responsible for client screening and management

Hebert and Uchida PLLC, Concord, NH — December 2003 – February 2004
Contract attorney; research and writing support

First Circuit Court of Appeals, Boston, MA — September 2002 – December 2002
Judicial intern for **Hon. Norman H. Stahl, U.S. Circuit Judge**
- conducted legal analysis for Judge and senior clerks
- assisted Judge in preparation for oral arguments; assisted in opinion writing and editing

EDUCATION

University of New Hampshire School of Law, Concord, NH.
Juris doctor 2003

University of New Hampshire, Durham, NH
Bachelor of Arts, Philosophy 2000; *Minor, Architectural Studies*

ASSOCIATIONS

New Hampshire Bar Association, Labor/Employment Section member
American Bar Association member
National Employment Lawyers Association (NELA)
NELA, NH Chapter

15 mac

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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**

EXPLANATION

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 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, 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.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 1/28/2021 through 3/17/2021. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. One applicant withdrew after scoring. The Scoring Sheet is attached.

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 administrationand 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:

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.

Contractor Initials: elp

Date: 6/2/21

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: CP

Date: 6/2/21

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: [illegible]

Date: 6/2/21

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		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		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: DocuSigned by: — 6/4/2021

Attorney General — Date
Catherine Pinos
Attorney

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Mental Health Administrative Hearings Legal Representative contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Lauren S. Vallari ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to the Agreement for Attorney Services, State Fiscal Years 2022 and 2023, Administrative Requirements, Sections 4, 5, and 6, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify the Contract Agreement heading, Agreement for Attorney Services, State Fiscal Years 2022 and 2023, and any references herein, to read:

   Agreement for Attorney Services

2. Modify the Agreement for Attorney Services, Performance by Contractor (section), Term (paragraph), to read:

   Term: Contractor agrees to provide representation in appointed cases beginning **July 1, 2021** through **June 30, 2025**. The Contractor further agrees to complete all cases undertaken pursuant to this Agreement to final disposition.

3. Modify the Agreement for Attorney Services, Price Limitations and Payment Schedule (section), to read:

   Price Limitations and Payment Schedule

   The State agrees to pay the Contractor at the rate of $90 per hour not to exceed a maximum of $450 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. This Agreement is one (1) of six (6) vendor Agreements for which the total price limitation across all six (6) Agreements shall not exceed $163,400.

   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 length 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.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to October 1, 2022, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/16/2023
Date

DocuSigned by:
Katja S. Fox
ED005B04C823443...
Name: Katja S. Fox
Title: Director

Lauren S. Vallari

3/16/2023
Date

DocuSigned by:
07A8A5B1F08F4C9...
Name: Lauren Vallari
Title: Sole practitioner

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/16/2023
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/17/2023

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 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 First Indemnity Insurance Agency, Inc. One Beacon Street Suite 02300 Boston, MA 02108	CONTACT NAME:	Antonio Andretta	
	PHONE (A/C, No, Ext):	781-581-2500	FAX (A/C, No, Ext): 781-595-2293
	E-MAIL ADDRESS:	aandretta@firstindemnity.net	
	INSURERS AFFORDING COVERAGE		**NAIC #**
	INSURER A:	Lyndon Southern Insurance Compan	10051
INSURED Lauren S. Vallari, Attorney at Law 83 Clinton Street Concord, NH 03301	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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
	GENERAL LIABILITY						EACH OCCURANCE	
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurance)	
	☐ ☐ CLAIMS MADE ☐ OCCUR						MED EXP (Any one person)	
							PERSONAL & AND INJURY	
							GENERAL AGGREGATE	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	
	☐ POLICY ☐ PROJECT ☐ LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURANCE	
	☐ EXCESS LIAB ☐ CLAIMS MADE						AGGREGATE	
	☐ DED ☐ RETENTION $							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ WC STATU-TORY LIMITS ☐ OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	Lawyers Professional			FPL101001495-02	02/01/23	02/01/24	Each Claim: $ 100,000 General Aggregate: $ 300,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)

Claims Made Coverage. Retroactive Date: 02/01/1989. Deductible is $2,500

CERTIFICATE HOLDER	**CANCELLATION**
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVED DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSUREER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND TO THE INSURER, IT'S AGENTS OR REPRESENTITIVES AUTHORIZED REPRESENTATIVE John M Bojnis

Lauren S. Vallari

Contact Information

[redacted]

Office Address: 83 Clinton Street, Concord, NH 03301

[redacted]

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

15 mac

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
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May 25, 2021

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

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Vendor Name	Vendor Code	Area Served	Shared Contract Amount
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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**

EXPLANATION

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 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, 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.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 1/28/2021 through 3/17/2021. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. One applicant withdrew after scoring. The Scoring Sheet is attached.

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 administrationand 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:

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.

Contractor Initials: [signature]

Date: 6/1/2021

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: [signature]

Date: 6/1/2021

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: YSF

Date: 6/1/2021

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

Contractor:

Lauren S. Vallari	[signature]	6/1/2021
Contractor's printed name	Contractor's signature	Date

Solo Attorney	Vallari Law Office
If a firm, title or capacity of signatory	Law Firm Name

Robert Vallari	[signature]	6/1/2021
Witness's printed name	Witness's signature	Date

Approved Attorneys for Contractor:

Lauren S. Vallari	[signature]	6/1/2021
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:

DocuSigned by:
Katja Fox
Katja S. Fox, Director — 6/1/2021
Division for Behavioral Health — Date

N.H. Department of Administration, Division of Personnel

DocuSigned by:
Michael Moranti for 6/11/2021
Division of Personnel, Director — Date

Approved as to form and execution:

DocuSigned by:
BY: [signature] 6/11/2021
Attorney General — Date