



Lori A. Weaver
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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November 27, 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 a **Sole Source** contract with the Contractor listed in **bold** below, in an amount not to exceed \$163,400 for legal representation for individuals subject to revocation of conditional discharge, emergency medication administration, or emergency transfer to New Hampshire Hospital's Secure Psychiatric Unit, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2025. 100% General Funds.

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		
Richard Anderson Law Offices, PLLC	164436-B001		
Neal Law Office, PLLC	TBD		
		Total:	\$163,400

Funds are available in the following account for State Fiscal Years 2024 and 2025, 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

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2023	108-500751	Provider Payments – Legal Services	92244115	\$41,800
2024	108-500751	Provider Payments – Legal Services	92244115	\$45,600
2025	108-500751	Provider Payments – Legal Services	92244115	\$45,600
			Total	\$163,400

EXPLANATION

This request is **Sole Source** because there are no known viable alternatives to the services provided by the Contractor. The Department posted a solicitation for Mental Health Administrative Hearing Legal Representative services on its website from May 16, 2023 through June 16, 2023, and subsequently extended the deadline six (6) times through October 6, 2023, but received no responses. The Department identified the Contractor as the only known vendor willing to provide the necessary services. The volume of needed services exceeds the capacity of the current Contractors. The Department plans to re-solicit for these services in the near future in an effort to increase capacity to ensure individuals have legal representation during the administrative hearings.

The purpose of this request is for the Department to mitigate the loss of capacity with its ability to ensure legal representation, which 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.

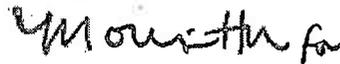
This Contractor will be reimbursed for services at the same hourly rate established by the New Hampshire Supreme Court for misdemeanor indigent defense cases and certain civil cases.

As referenced in the attached Agreement for Attorney Services, Administrative Requirements, Sections 4 and 5, the parties have the option to extend the agreement for up to four (4) 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 will not have a sufficient number of contractors necessary to comply 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.

Area served: Statewide.

Respectfully submitted,



Lori A. Weaver
Commissioner



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

**NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGREEMENT FOR ATTORNEY SERVICES**

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:

**Neal Law Office, PLLC
75 South Main Street, Unit 7, #316
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 **Thomas C. Neal**.

Performance by Contractor

Term: Contractor agrees to provide representation in appointed cases during the period beginning **effective upon Governor and Council approval** and ending **June 30, 2025**. Contractor further agrees to complete to final disposition all cases undertaken pursuant to this Agreement.

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

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

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



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

Price Limitations and Payment Schedule

The State agrees to pay 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.

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.

SS-2024-DBH-30-MENTA-01

Contractor Initials:

^{DS}
TLN

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



Conflict Avoidance, Record Keeping and Reporting

1. Upon assignment of a new client, the Contractor will make reasonable and diligent efforts to obtain and review relevant court documents, investigative reports, and other discovery materials to determine if any potential conflicts of interest exist in the case. Record-keeping systems will be maintained which facilitate the early and efficient identification of conflicts.
2. At a minimum, substantive portions of the files of clients represented pursuant to this Agreement shall be retained for at least six years from the date of the last action taken on the case, or on any matter related to the case, or beyond any applicable period of statutory limitations on actions, whichever is longer. If the Contractor intends to destroy or transfer custody of the files of clients represented pursuant to this Agreement, (other than to the clients themselves, in which case a copy of the materials provided must be made), the Contractor shall notify the Department, in writing, at least 60 days prior to taking the action. These Agreement terms do not limit the Contractor's other legal and ethical obligations to preserve client property and retain client files.

Administrative Requirements

1. The Contractor agrees to carry professional liability insurance covering all services to be performed pursuant to this Agreement in an amount of not less than \$100,000 per claim and \$300,000 aggregate, and to provide a certificate of such insurance to the Department with execution of this Agreement and to notify the Department immediately if such insurance is cancelled or expires during the Term of the Agreement for any reason. Certificates of insurance shall require the insurer to give the Department at least thirty days notice prior to cancellation, expiration or any other material change in the policy, and of any claim made pursuant to the policy. Termination of professional liability insurance during the Term of the Agreement shall be cause for immediate termination of this Agreement. In the event of termination of this Agreement under this Paragraph, the Contractor shall reimburse the State for all fees paid and forfeit rights to payment for such matters.
2. If at any time the Contractor ceases to be a member in good standing of the New Hampshire Bar Association, this Agreement terminates automatically. The Contractor shall notify the Department in writing immediately of any change in standing as a member of the New Hampshire Bar Association or any other Bar Association.
3. This Agreement may be terminated by either party without cause upon thirty days prior notice in writing.
4. The Department may extend contracted services for up to four (4) additional years, contingent upon satisfactory Contractor performance, continued funding, and Governor and Executive Council approval.
5. The Contractor shall notify the Department in writing at least sixty days prior to the expiration of the Term of the Agreement of his/her intention to seek renewal of the Agreement. Nothing contained herein, however, shall be construed as entitling the Contractor to such renewal.
6. This Agreement constitutes the entire understanding between the parties with respect to the subject matter. No amendments to this Agreement shall be effective unless in writing and signed by duly authorized representatives of both parties.
7. It is understood and agreed to by the parties that in the performance of this Agreement, the Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the State or the Department, and that the Contractor and its employees and agents are not entitled to any benefits, worker's compensation, or emoluments by the State, beyond those called for herein.



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

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

Contractor:

Thomas C. Neal	<small>DocuSigned by:</small> <i>Thomas C. Neal</i>	12/3/2023
_____ Contractor's printed name	_____ Contractor's signature	_____ Date
member	Neal Law Office, PLLC	
_____ If a firm, title or capacity of signatory	_____ Law Firm Name	

Approved Attorneys for Contractor:

Thomas C. Neal	<small>DocuSigned by:</small> <i>Thomas C. Neal</i>	12/3/2023
_____ 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:

<i>Katja S. Fox</i>	12/5/2023
_____ Katja S. Fox, Director	_____ Date
Division for Behavioral Health	

Approved as to form and execution:

BY: <i>Rolyn Guvino</i>	12/6/2023
_____ Attorney General	_____ Date

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 NEAL LAW OFFICE PLLC is a New Hampshire Professional Limited Liability Company registered to transact business in New Hampshire on July 28, 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: 634039

Certificate Number: 0006347526



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of November A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Limited Partnership or LLC Certificate of Authority

I, Thomas C. Neal, hereby certify that I am a sole Partner, Member, or
Manager of
(Name)

Neal 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: 11/28/23

Signature: Thomas C. Neal

Name: THOMAS C. NEAL

Title: Sole Member/owner

Thomas Neal



Summary

Dedicated and responsive teacher and coach with proven skills in classroom management, and individualized support. Comfortable working with students of all skill levels to promote learning and boost educational success. Demonstrated accomplishments in business law and real estate teaching and baseball coaching on college level.

Dedicated and skilled Attorney in general practice of law with 42 years of experience in legal counseling. Committed to pursuing best outcomes for clients.

Skills

- Client needs assessment
- Training coordination
- Business and technical analysis
- Case interpretation
- Business development
- Lesson planning
- Land use approval process
- Excellent communication

Experience

- July 2009 **Neal Law Office** Concord, NH
to **Attorney, Solo Practitioner, General Practice.**
Current
- March 1998 **Tom Neal School Of Real Estate** Concord, NH
to **Owner and Teacher for Real Estate School**
Current
- August 2008 **Plymouth State University** Concord, NH
to **College Instructor, Part Time**
Current
- September 1998 **NHTI** Concord, NH
Assistant Professor
to
January 2007
- March 1977 **Neal Law Office** Long Island, NY
to **Attorney, Solo Practitioner, General Practice**
December 1996
- September 1970 **Sachem High School** Ronkonkoma, NY
Teacher
to
June 1980

Education and Training

St. John's University

Jamaica NY

J.D.: Law

Certifications

Certified Real Estate Instructor pre-license 40 hour salesperson course
Licensed Real Estate Broker