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

Lori A. Weaver
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 15, 2025

Her Excellency, Governor Kelly A. Ayotte
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** amendment to an existing agreement with Neal Law Office, PLLC (VC#479890), Concord, NH for the continued provision of legal representation for individuals subject to revocation of conditional discharge, emergency medication administration, or emergency transfer to New Hampshire Hospital's Secure Psychiatric Unit, by exercising a contract renewal option by increasing the price limitation by $136,800 from $163,400 to $300,200 and extending the completion date from June 30, 2025 to June 30, 2029, effective July 1, 2025, upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on December 20, 2023, item #26.

Funds are anticipated to be available in the following account for State Fiscal Year 2026 through State Fiscal Year 2029, 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	$41,800	$0	$41,800
2024	108-500751	Provider Payments -	92244115	$45,600	$0	$45,600

		Legal Services				
2025	108-500751	Provider Payments - Legal Services	92244115	$45,600	$0	$45,600
2026	108-500751	Provider Payments - Legal Services	92244115	$0	$34,200	$34,200
2027	108-500751	Provider Payments - Legal Services	92244115	$0	$34,200	$34,200
2028	108-500751	Provider Payments - Legal Services	92244115	$0	$34,200	$34,200
2029	108-500751	Provider Payments - Legal Services	92244115	$0	$34,200	$34,200
			Total	**$163,400**	**$136,800**	**$300,200**

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. 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 subsequently identified the Contractor as the only known vendor qualified and willing to provide the necessary services upon request by the Department. Since December 2023, this Contractor has successfully provided quality legal representation for a high volume of hearings and continues to be highly responsive to Department requests to provide these services and assists the Department with meeting service demand. The Department is therefore exercising the available contract renewal option for this existing agreement. Due to the nature of these hearings occurring sporadically and without advance notice, it is necessary to have the services of more than one (1) attorney available at any given time. In order to ensure sufficient legal representation capacity statewide, the Department also recently conducted a Request for Applications (RFA) to solicit for additional contractors and received one (1) response. The Department will be presenting the contract resulting from that RFA at a future Governor and Council meeting.

The purpose of this request is to allow the Department to exercise an available contract renewal option to ensure legal representation, which is the 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

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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 (1) attorney available at a specific time.

This Contractor will continue to 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 Agreement for Attorney Services, Administrative Requirements, Sections 4 and 5 of the original agreement, 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. The Department is exercising its option to renew services for the four (4) years available.

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

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 Neal Law Office, PLLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2023 (Item #26), 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 Agreement for Attorney Services, Administrative Requirements, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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 Agreement for Attorney Services, Performance by Contractor (section), Term (paragraph), to read:

   Term: Contractor agrees to provide representation in appointed cases during the period beginning **December 20, 2023** through **June 30, 2029**. The Contractor further agrees to complete all cases undertaken pursuant to this Agreement to final disposition

2. 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, not to exceed the price limitation of $300,200. 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 length of time on each date. Said invoice shall be assigned an electronic signature and emailed to dbhinvoicesmhs@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, 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

5/16/2025
Date

DocuSigned by:
Katja S. Fox
ED6D05B04C82443...
Name: Katja S. Fox
Title: Director

Neal Law Office, PLLC

5/16/2025
Date

Signed by:
Thomas C. Neal
265E805AGE8E45A...
Name: Thomas C. Neal
Title: Attorney

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

OFFICE OF THE ATTORNEY GENERAL

5/16/2025
Date

DocuSigned by:
Robyn Guarino
748734844941480...
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:

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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: **0007178350**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of May A.D. 2025.

David M. Scanlan

Secretary of State

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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: 5/13/25

Signature: Thomas C Neal

Name: THOMAS C NEAL

Title: MEMBER

Docusign Envelope ID: 66ACB9F3-DC2D-464E-954E-E03288F6C24E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/15/2025

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 Brown & Brown Insurance Services, Inc. 500 Victory Road North Quincy MA 02171	CONTACT NAME: Marcelle Davis PHONE (A/C, No, Ext): (617) 471-1220 FAX (A/C, No): (617) 479-5147 E-MAIL ADDRESS: marcelle.davis@bbrown.com
INSURED Thomas C. Neal 75 So. Main St. Unit 7 #316 Concord NH 03301	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: National Union Fire Insurance Company of Pittsburgh PA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2025-2026 **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? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Lawyers Professional Liability Insurance				05/14/2025	05/14/2026	Each Occurre	$100,000
							General Aggregate	$300,000
							Deductible	$2,500

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

THIS POLICY IS WRITTEN ON A CLAIMS-MADE BASIS. SUBJECT TO IT TERMS, THIS POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

CERTIFICATE HOLDER

State of NH, 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

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

Education and Training

St. John's University	Jamaica NY

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J.D.: Law

Certifications

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

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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
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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
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.

Contractor Initials: TCN DS

Date: 12/3/2023

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.

Contractor Initials: DS TW

Date: 12/3/2023

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.

Contractor Initials: DS TW

Date: 12/3/2023

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

Contractor:

Thomas C. Neal	DocuSigned by: Thomas C. Neal 04EE1091481144C9...	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	DocuSigned by: Thomas C. Neal 84EE1091481144C9...	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:

Katja S. Fox ED0D05B04CB3443...	12/5/2023
Katja S. Fox, Director Division for Behavioral Health	Date

Approved as to form and execution:

BY: Robyn Guarino 74B734844041460... 12/6/2023

Attorney General Date