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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 27, 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 an Attorney Agreement with Amy B. Davidson (VC#159722), Contoocook, NH, in the amount of \$45,600 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 July 1, 2025, upon Governor and Council approval through June 30, 2029. 100% General Funds.

Funds are anticipated to be available in the following account for State Fiscal Year 2026 through 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	Total Amount
2026	108-500751	Provider Payments - Legal Services	92244115	\$11,400
2027	108-500751	Provider Payments - Legal Services	92244115	\$11,400
2028	108-500751	Provider Payments - Legal Services	92244115	\$11,400
2029	108-500751	Provider Payments - Legal Services	92244115	\$11,400
			Total	\$45,600

EXPLANATION

The purpose of this request is for the Department to ensure sufficient capacity for 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 Administrative Rules He-M 609, He-M 306 and

He-M 611. The Department recently presented an amendment to Governor and Council to extend an existing agreement with Neal Law Office, PLLC for legal representation, however the Department identified the need to resolicit for these same services to ensure sufficient legal representation capacity statewide due to the nature of these hearings occurring sporadically and without advance notice, which makes it difficult to have the services of any one (1) attorney available at a specific time.

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.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from February 19, 2025 through March 28, 2025. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Agreement for Attorney Services, Administrative Requirements, Sections 4 and 5 of the attached 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.

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,


f Lori A. Weaver
Commissioner

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFA-2026-DBH-04-MENTA

Project Title Mental Health Administrative Hearings Legal Representative

	Maximum Points Available	Amy B. Davidson
Technical		
Ability (Q1)	250	225
Experience and Skill – Administrative Hearings (Q2)	450	450
Experience – Population (Q3)	300	280
TOTAL POINTS	1000	955

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost*

<u>Reviewer Name</u>	<u>Title</u>
1 <u>Melissa Nemeth</u>	<u>Director, Office of Client and Legal Services</u>
2 <u>Lise Solbeck</u>	<u>Attorney II</u>
3 <u>Jamie Kelly</u>	<u>Business Administrator III</u>



**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:

**Amy B. Davidson
P.O. 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 B. Davidson**.

Performance by Contractor

Term: Contractor agrees to provide representation in appointed cases during the period beginning **July 1, 2025** and ending **June 30, 2029**. Contractor further agrees to complete to final disposition all cases undertaken pursuant to this Agreement.

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

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

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

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



Price Limitations and Payment Schedule

The State agrees to pay Contractor at the rate of \$90 per hour with a maximum of \$450 per case, not to exceed the price limitation of \$45,600. 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 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

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

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Contractor Initials: DS

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



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 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:

Amy Davidson	<small>DocuSigned by:</small> <i>Amy Davidson</i>	5/20/2025
Contractor's printed name	Contractor's signature	Date

If a firm, title or capacity of signatory	Law Firm Name	
Ellen Purcell	<small>DocuSigned by:</small> <i>Ellen Purcell</i>	5/21/2025
Witness's printed name	Witness's signature	Date

Approved Attorneys for Contractor:

Approved attorney's printed name	Approved attorney's signature	Date
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Approved attorney's printed name	Approved attorney's signature	Date
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Department of Health and Human Services:

<i>Katja S. Fox</i>	5/21/2025
Katja S. Fox, Director	Date
Division for Behavioral Health	

N.H. Department of Administration, Division of Personnel

Division of Personnel, Director	Date
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Approved as to form and execution:

BY: <i>Felicia Guvino</i>	5/21/2025
Attorney General	Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/29/2025

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 Travers Insurance Agency PO Box 820 Contoocook NH 03229	CONTACT NAME: Dennis Travers PHONE (A/C, No, Ext): (603) 746-8300 E-MAIL ADDRESS: dennis@traversinsuranceagency.com	FAX (A/C, No): (877) 201-2265
	INSURER(S) AFFORDING COVERAGE	
INSURED Amy Davidson PO Box 625 Contoocook NH 03229	INSURER A: GENERAL STAR INDEMNITY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

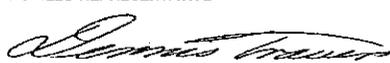
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			NJA403908	06/16/2025	06/16/2026	Legal Services \$100,000 Aggregate Limit \$300,000

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

Please refer to the Policy for all details.

CERTIFICATE HOLDER**CANCELLATION**

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

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AMY B. DAVIDSON



PROFESSIONAL

LAW OFFICE OF AMY B. DAVIDSON, Contoocook, NH, 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. Former panel attorney, New Hampshire Bar Association Domestic Violence Emergency (DOVE) Project. 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, 2001 – 2023; Hearing Officer/Alternative Dispute Resolution Officer. Presided over Impartial Due Process and State Board hearings and served as a mediator and neutral evaluator in cases involving special education, student discipline, teacher contracts and other matters which came before the Department.

RIVIER COLLEGE, 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. 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.

CORNING COMMUNITY COLLEGE, Corning, NY, fall 1982; Visiting Lecturer. Taught a course entitled “Wills and Trusts for the Layperson”.

UNH 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

UNH 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 Health Law Section

MISCELLANEOUS INTERESTS

Animal shelter volunteer;

Professional musician/piano teaching experience;

Outdoor activities, including cycling, running, hiking, kayaking, skiing, snowshoeing.