



116<sup>913</sup>

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF COMMUNITY BASED CARE SERVICES**

**BUREAU OF BEHAVIORAL HEALTH**

**Nicholas A. Toumpas**  
 Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-5000 1-800-852-3345 Ext. 5000  
 Fax: 603-271-5058 TDD Access: 1-800-735-2964

**Nancy L. Rollins**  
 Associate  
 Commissioner

May 10, 2013

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, NH 03301

100% general

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health to amend an agreement, Purchase Order number 1017024, with Attorney Steven P. Bunker, (vendor code 167573-B001), to provide legal services by increasing the price limitation \$49,724, from \$38,218 to an amount not to exceed \$87,942 and extending the completion date from June 30, 2013 to June 30, 2015, effective June 5, 2013, or date of Governor and Executive Council approval, whichever is later. This agreement was originally approved by Governor and Executive Council on May 25, 2011, item number 90 and subsequently amended on April 18, 2012, item number 72. Funds to support this request are available in the following account in State Fiscal Year 2013 and funds for State Fiscal Year 2014 and State Fiscal Year 2015 are anticipated to be available upon the availability and continued appropriation of funds in the future operating budgets.

**05-95-92-920010-7003 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS,  
 HHS: BEHAVIORAL HEALTH – DIV OF, DIV OF BEHAVIORAL HEALTH, COMMITMENT COSTS**

<u>Fiscal Year</u>	<u>Class/Object</u>	<u>Class Title</u>	<u>Current Modified Amount</u>	<u>Increase Amount</u>	<u>Revised Modified Amount</u>
2012	102-500731	Contracts for Program Services	\$21,744	\$ 0	\$21,744
2013	102-500731	Contracts for Program Services	16,474	5,580	22,054
2014	102-500732	Contracts for Program Services	0	22,072	22,072
2015	102-500732	Contracts for Program Services	0	22,072	22,072
			\$38,218	\$49,724	\$87,942

### EXPLANATION

The purpose of this request is to provide legal services to individuals subject to involuntary emergency admission at probable cause hearings held in the 6<sup>th</sup> Circuit Court – District Division - Concord and to meet with individuals at New Hampshire Hospital whose conditional discharge has been revoked to review their legal rights and effectuate any appeal. Individuals subject to involuntary admission or absolute revocation of conditional discharge have an unconditional right to legal counsel at such hearings or upon readmission to New Hampshire Hospital as provided in RSA 135-C:22 and He-M 609. Reimbursement for these expenses has been included in the budget of the Bureau of Behavioral Health.

Attorney Bunker is currently under contract to the State to provide the above legal services. There have been a greater number of involuntary emergency admission hearings than anticipated during SFY 2013, requiring Attorney Bunker to represent more individuals than originally projected. The State does not have sufficient funds within the current contract to reimburse him for the additional services provided. This contractor has provided excellent service in past contracts and is a valuable resource to the State.

The rate of reimbursement for this service was established by the Bureau of Behavioral Health in Fiscal Year 2004, to be paid on a per case rate rather than the hourly fee for service rate established by the New Hampshire Supreme Court in indigent defense cases. Previously, counsel have been appointed by the courts and have billed the Bureau of Behavioral Health at \$60 per hour, the rate for appointed counsel in indigent defense cases. This contract reduces the State's expenses for providing this service by reimbursing Attorney Bunker at the rate of \$62 per case.

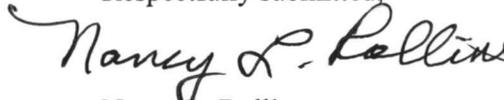
Attorney Bunker was one of four respondents to a notice posted on the Division of Community Based Care Services website on April 18, 2013 for a week, requesting letters of interest in providing this service. All four respondents were selected because of their topic related expertise, prior contracting experience with the Bureau of Behavioral Health and their availability to attend scheduled court hearings. The Bureau of Behavioral Health currently contracts with Attorney Bunker and will continue to do so in Fiscal Year 2014 and Fiscal Year 2015. Attorney Bunker's resume is attached.

Should Governor and Executive Council determine not to approve this request the State will not be able to commit people who are mentally ill and dangerous to New Hampshire Hospital. The state and federal constitutions require representation by an attorney before the State can deprive a person of their liberty.

Area served: statewide.

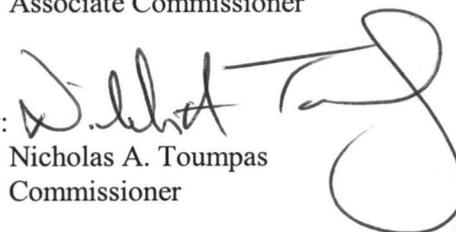
Source of funds: 100% General Funds.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

## AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 10<sup>th</sup> day of May, 2013, by and between the State of New Hampshire acting by and through its Division of Community Based Care Services of the Department of Health & Human Services (hereinafter referred to as the "Division") and Attorney Steven Bunker, an individual contractor, (hereinafter referred to as the "Contractor").

**WHEREAS**, pursuant to an agreement (hereinafter called the "Agreement"), dated 18<sup>th</sup> day of April, 2012, the Provider agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Division of certain sums as specified therein;

**WHEREAS**, pursuant to the provisions of Section 18 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification by the Governor & Council, or amendment;

**WHEREAS**, the Provider and the Division have agreed to amend the Agreement in certain respects;

**NOW THEREFORE**, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and modification of Agreement:

The Agreement is hereby amended as follows:

1.1 Amend Section 1.7 of the General Provisions by extending the completion to June 30, 2015.

1.2 Amend Section 1.8 of the General Provisions by replacing \$38,218 with \$87,942.

1.3 Amend end dates of all exhibits to June 30, 2015.

1.4 Replace Exhibit A, Scope of Services, paragraph 1.1 with the following:

The Contractor shall represent all individuals scheduled for involuntary emergency admission hearings held in the 6<sup>th</sup> Circuit Court – District Division - Concord on Monday or such other days as hearings usually scheduled by the Court on Mondays are rescheduled during the period of this Agreement, except as otherwise provided herein.

1.5 Replace Exhibit A, Scope of Services, paragraph 1.2 with the following:

The Contractor shall represent all individuals scheduled for involuntary emergency admission hearings held in the 6<sup>th</sup> Circuit Court – District Division - Concord on Thursdays on an as needed basis.

1.6 Replace Exhibit A, Scope of Services, paragraph 1.3 with the following:

The Contractor shall immediately notify the Circuit Court in any case where the Contractor may have a conflict of interest so that the court can make arrangements for alternate counsel.

Contractor Initials

SB

Date

5/10/13

1.7 Replace Exhibit B, Methods and Conditions of Payment, paragraph 1 with the following:

Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State shall pay the Contractor the sum of \$62.00 per case for professional services rendered pursuant to this agreement. The total of the payments made pursuant to this Agreement shall not exceed \$87,942, the price limitation set forth in block 1.8 of the General Provisions.

1.8 Amend Exhibit C-1, Additional Special Provision by adding the following:

Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is amended as follows:

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

2. Effective Date of Amendment:

This Amendment shall be effective June 5, 2013, or date of Governor and Executive Council approval, whichever is later through June 30, 2015.

3. Continuance of Agreement:

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligation of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Contractor Initials

CS

Date

5/10/13

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE  
Division of Community Based Care Services

By Nancy L. Rollins  
Nancy L. Rollins  
Associate Commissioner

By Steven P. Bunker  
Steven P. Bunker

State of New Hampshire  
County of Merrimack

On this the 10<sup>th</sup> day of May, 2013, before me, Donna E. Walker, the undersigned officer, personally appeared Steven P. Bunker, who executed the foregoing instrument by signing his name.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



**DONNA E. WALKER**  
Notary Public, State of New Hampshire  
My Commission Expires April 18, 2017

Donna E. Walker  
Notary Public

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By Jeanne P. Herrick  
Jeanne P. Herrick  
Attorney

Date 27 May, 2013

Contractor Initials SB  
Date 5/16/13

NH Department of Health and Human Services

AMENDED BUDGET

Attorney Steven P. Bunker

	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2014</b>	<b>FY 2015</b>	<b>Total</b>
Current Contract Budget Amount	\$21,744.00	\$16,474.00			\$ 38,218.00
90 additional cases @ \$62 per case		\$5,580.00			\$ 5,580.00
356 cases @ \$62 per case			\$22,072.00	\$22,072.00	\$44,144.00
Revised Contract Budget Amount	\$21,744.00	\$22,054.00	\$22,072.00	\$22,072.00	\$87,942.00

Contractor Initials SB  
Date 5/10/13

**Steven P. Bunker**  
**Bunker Law, PLLC**  
10 Green Street  
P.O. Box 225  
Concord, NH 03302-0225  
(603) 856-7347  
E-mail: [bunkerlaw@myfairpoint.net](mailto:bunkerlaw@myfairpoint.net)

## EDUCATION

**Franklin Pierce Law Center**, Concord, NH  
J.D., May 2002

**Plymouth State College**, Plymouth, NH  
B.A., *cum laude*, Psychology, May 1996  
National Honor Society, *member*  
National Dean's List, *member*

## EXPERIENCE

06/2008-Present

*Sole Practitioner*  
**Bunker Law, P.L.L.C.**

- Serving as Certified Guardian ad Litem
- Representation of Involuntary Emergency Admission Clients
- Representation of Involuntary Commitment to New Hampshire Hospital Clients
- Representation of Clients in Revocation of Conditional Discharge Hearings
- Representation of Proposed Wards in Guardianship Case (Adults and Children)

10/2002 – 06/08

*Associate*  
**Goldman & LeBrun, P.A., Concord, NH**

- Serving as Certified Guardian ad Litem
- Representation of Involuntary Emergency Admission Clients
- Representation of Involuntary Commitment to New Hampshire Hospital Clients
- Representation of Clients in Revocation of Conditional Discharge Hearings
- Representation of Proposed Wards in Guardianship Case (Adults and Children)

9/2001 – 10/2002

*Law Clerk*

**Goldman & LeBrun, P.A.**, Concord, NH

- Research legal issues using traditional methods as well as electronic databases
- Prepare Memorandums of Law
- Prepare Motions

1/2002 – 5/2002

*Student Attorney*

**Civil Practice Clinic**, Franklin Pierce Law Center

- Interview clients
- Research legal issues using traditional methods as well as electronic data bases
- Represent clients in court
- Utilize Amicus software

8/2001 – 5/2002

*Student Editor*

**Risk: Health & Safety Journal**, Franklin Pierce Law Center

- Review articles for publication
- Ensure citation and footnote format is correct
- Edit articles for grammar, clarity, and structure

5/2001 – 8/2001

*Law Clerk*

**Hillsborough Super Court – South**, Nashua, NH

- Research issues using traditional methods
- Prepare Briefs to inform Judges of particular issues and current law
- Work with Judges to determine the ruling on Motions
- Prepare numerous Orders in response to Motions
- Observe criminal and civil Hearings and Trials

3/1998 – 8/1999

*Child Protective Social Worker*

**Department of Social Services**, Lowell, MA

- Manage difficult Child Abuse & Neglect cases
- Manage CHINS cases
- Work closely with Department Attorneys
- Often represent the Department in court
- Prepare numerous Court Reports

7/1996 – 3/1998

*Residential Supervisor*

**Germaine Lawrence School for Emotionally Troubled Adolescent Females**, Arlington, MA

- Provide basic counseling
- Development Treatment Plans
- Work Closely with therapists
- Supervise Staff

CERTIFICATE OF INSURANCE

ISSUE DATE 05/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER

Herbert H. Landy Ins. Agency, Inc.  
75 Second Avenue, #410  
Needham, MA 02194-2876

COMPANIES AFFORDING COVERAGE

TRAVELERS

INSURED

Bunker Law, PLLC  
PLLC  
10 Green Street  
Concord NH 03302-0225

COVERAGES

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.

POLICY NO. 105796416  
POLICY TERM: 05/30/2012 - 05/30/2013  
LIMITS OF LIABILITY: \$ 1,000,000.00 each claim;  
\$ 1,000,000.00 annual aggregate;  
DEDUCTIBLE: \$ 2,500.00 each claim;  
PRIOR ACTS DATE: 05/30/2008  
Coverage is on a claims-made basis.

DESCRIPTION OF OPERATIONS

Lawyers Professional Liability.

COMMENT

CERTIFICATE HOLDER

NH Department of Health & Human Services  
office of Client & Legal services  
105 Pleasant Street  
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

DA

AUTHORIZED REPRESENTATIVE

*Betsy a majumdar*