



Jeffrey A. Meyers  
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  
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April 15, 2019

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 establish a **sole source** consultant list of six (6) qualified Attorneys in the State of New Hampshire, and enter into agreements with said Attorneys to provide for the representation of individuals when, pursuant to New Hampshire RSA 135-C:52, He-M 609, He-M 306 and He-M 611, admitted to New Hampshire Hospital in an amount not to exceed \$60,800 effective July 1, 2019, upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Funds to support this request are anticipated to be available in State Fiscal Year (SFY) 2020 and SFY 2021 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between state fiscal years through the Budget Office without further Governor and Executive Council approval, 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/Object	Class Title	Activity Code	Budget Amount
2020	108-500751	Provider Payments – Legal Services	92244115	\$30,400
2021	108-500751	Provider Payments – Legal Services	92244115	\$30,400
			<b>TOTAL</b>	<b>\$60,800</b>

**EXPLANATION**

This request is **sole source** because the Department must continue to provide statutorily and constitutionally mandated legal representation to individuals subject to revocation of conditional discharge, emergency medication administration, or emergency transfer to the New Hampshire's Secure Psychiatric Unit. This legal representation occurs on a sporadic basis and requires subject matter expertise possessed by few attorneys, and therefore it is unlikely that a competitive bid process would yield different or more competent candidates than the six (6) attorneys (resumes attached) included on the Attorney Consultant List (attached), currently providing this legal representation competently and timely.

Individuals subject to revocation of conditional discharge, emergency medication administration, or emergency transfer to the New Hampshire's Secure Psychiatric Unit have an unconditional constitutional right to legal counsel at such hearings or upon readmission to New Hampshire Hospital as provided in New Hampshire RSA 135-C, RSA 622:45, He-M 609, He-M 306 and He-M 611. These hearings occurring sporadically and without forewarning makes 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 consultant list of Attorneys and signed agreements (Attachment A) to engage as needed will ensure timely availability of legal counsel to entitled individuals. In SFY 2018, ninety-five (95) individuals were provided legal representation at these hearings.

The Department seeks approval of the attached list of Attorneys to provide legal representation for the following services:

1. Hearings appealing the revocation of conditional discharges in accordance with RSA 135-C:52 and He-M 609;
2. Hearings to obtain an emergency forty-five (45) day order to administer medications involuntarily in accordance with 135-C:57 and He-M 306; and
3. Hearings for emergency transfer to the Secure Psychiatric Unit in accordance with RSA 622:45 and He-M 611.

These services are vital to members of the public who are suffering from mental health concerns and need competent representation provided timely. Since the Department is charged with caring for these individuals, it is vital to have contracted attorneys who are independent from the Department to represent these individual's interests.

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.

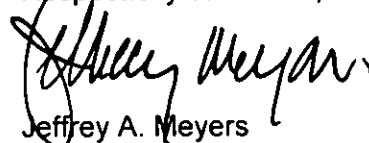
Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019 and the Department shall not be liable for any payments for services provided after June 30, 2019 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

Should the Governor and Executive Council not authorize this request, the Department would be in violation of State laws and rules providing individuals with the unequivocal right to legal representation.

Area served: Statewide.

Source of funds: 100% General Funds

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF MENTAL HEALTH SERVICES  
ATTORNEYS  
SFY 2020 and SFY 2021

Providing legal representation for:

- Appeal hearings for conditional discharge revocations
- Hearings to obtain emergency forty-five (45) day order to administer medication
- Hearings for emergency transfer to the Secure Psychiatric Unit

Rate: Sixty dollars (\$60) per hour with a three hundred dollars (\$300) cap per case.

Funding: 05-95-92-922010-41150000-108-500751

Lauren S. Vallari 83 Clinton Street Concord, NH 03301 Vendor #: 164385 B001 <a href="mailto:scouty86@comcast.net">scouty86@comcast.net</a>	Charles G. Glover 3 North Spring Street, Suite 101 Concord, NH 03301 Vendor #: 163579 B001 <a href="mailto:charles@gloveresq.com">charles@gloveresq.com</a>
Earl Carrel Backus, Meyer & Branch, LLP 116 Lowell Street PO Box 516 Manchester, NH 03105 Vendor #: 174182 R001 <a href="mailto:ecarrel@backusmeyer.com">ecarrel@backusmeyer.com</a>	Amy Davidson PO Box 625 Contoocook, NH 03229 Vendor #: 159722 B001 <a href="mailto:ABDavidsonlaw@msn.com">ABDavidsonlaw@msn.com</a>
Richard Anderson PO Box 4 New London, NH 03257 Vendor # 164436 B001 <a href="mailto:attorneyanderson@comcast.net">attorneyanderson@comcast.net</a>	Ellen Purcell One New Hampshire Ave, Suite 125 Portsmouth, NH 03801 Vendor #: 218300 B001 <a href="mailto:epurcell@purcelllawnh.com">epurcell@purcelllawnh.com</a>

Attachment A

**NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGREEMENT FOR ATTORNEY SERVICES, STATE FISCAL YEARS 2020 AND 2021**

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 "DHHS"), 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	To the Contractor:	XXXXXXXXXX
	Office of Client and Legal Services		XXXXXXXXXX
	105 Pleasant Street		XXXXXXXXXX
	Concord, New Hampshire 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 XXXXXXXX.

**Performance by Contractor**

**Term:** Contractor agrees to provide representation in appointed cases during the period beginning **July 1, 2019** and ending **June 30, 2021**. 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 DHHS for hearings before the Administrative Appeals Unit pursuant to He-M 609, 306, and 611.

**Price Limitations and Payment Schedule**

The State agrees to pay Contractor at the rate of \$ 60 per hour with a maximum of \$ 300.00 per case. Said maximum may be waived upon submission of documentation of extenuating circumstances to the DHHS Office of Client and Legal Services.

The Contractor shall submit individual itemized invoices for each case under this agreement in a form approved by DHHS, 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.

## Attachment A

### **Compensation and Unit Administration**

1. Compensation pursuant to this Agreement is for attorney services only.
2. When Contractor is appointed pursuant to this Agreement to represent an individual in a specific administrative case, 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 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, 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, Contractor may request in writing that DHHS 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 Contractor is a law firm, lawyers associated with the firm may provide representation pursuant to this agreement only after obtaining approval to do so from DHHS. Unless an attorney associated with the firm obtains approval from DHHS after the execution of this Agreement, only those attorneys who sign this Agreement, are approved by DHHS to provide representation under this Agreement.
2. No part of Contractor's performance under this Agreement may be assigned or subcontracted.
3. 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. 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 DHHS. This termination of representation does not relieve any other ethical obligations under the Rules of Professional Conduct.

## Attachment A

### **Conflict Avoidance, Record Keeping and Reporting**

1. Upon assignment of a new client, 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 contract 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 contract, (other than to the clients themselves, in which case a copy of the materials provided must be made), Contractor shall notify DHHS, in writing, at least 60 days prior to taking the action. These contract terms do not limit the Contractor's other legal and ethical obligations to preserve client property and retain client files.

### **Administrative Requirements**

1. 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 to DHHS a certificate of such insurance with execution of this agreement and to notify DHHS immediately if such insurance is cancelled or expires during the Term for any reason. Certificates of insurance shall require the insurer to give DHHS 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 shall be cause for immediate termination of this Agreement. In the event of termination of this Agreement under this Paragraph, Contractor shall reimburse the State for all fees paid and forfeit rights to payment for such matters.
2. If at any time Contractor ceases to be a member in good standing of the New Hampshire Bar Association, this Agreement terminates automatically. The Contractor shall notify DHHS 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. Contractor shall notify DHHS in writing at least sixty days prior to the expiration of the Term of his/her intention to seek renewal of the Agreement. Nothing contained herein, however, shall be construed as entitling Contractor to such renewal.
5. 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.
6. It is understood and agreed to by the parties that in the performance of this Agreement, Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the State or DHHS, and that 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.

Attachment A

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

**Contractor:**

\_\_\_\_\_  
Contractor's printed name                      Contractor's signature                      Date

\_\_\_\_\_  
If a firm, title or capacity of signatory                      Law Firm Name

\_\_\_\_\_  
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:**

\_\_\_\_\_  
Katja S. Fox, Director                      Date                      Witness                      Date  
Division for Behavioral Health

Approved as to form and execution:

BY: \_\_\_\_\_  
Assistant Attorney General                      Date

**Attachment A**

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CHARLES G. GLOVER, ESQ.  
Concord, NH 03301

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## PROFESSIONAL HISTORY

- PLYMOUTH STATE UNIVERSITY, Plymouth, NH Spring 2013-Current  
**Adjunct Professor**
- Develop curriculum and instruct BA/BS candidates in Sports Law, Commercial Law, Small Business Law and Human Resource Issues, and Business Law
  - Develop curriculum and instruct MBA candidates in Business Law
- NEW HAMPSHIRE TECHNICAL INSTITUTE, Concord, NH Fall 2008-Spring 2009  
**Adjunct Professor**
- Develop curriculum and instruct AS candidates in Sports Law and Business
- LAKES REGION COMMUNITY COLLEGE, Laconia, NH Fall 2007-Spring 2014  
**Adjunct Professor**
- Develop curriculum and instruct AS candidates in Hospitality Law and International Business
- CHARLES G. GLOVER, ESQ., ATTORNEY-AT-LAW, Concord, NH Summer 2005-Current  
**Principal**
- Advise small-to-medium size business owners and entrepreneurs in business-related legal issues, including choice of entity, financing business ventures, and employee relations
  - Provide estate planning counsel and documentation to wide variety of New Hampshire and Massachusetts residents, including Federal Estate and Gift Tax mitigation
  - Serve as attorney to fiduciaries undergoing New Hampshire probate proceedings
  - Represent buyers and sellers in commercial and residential real estate transactions; advise landowners concerning landlord/tenant issues, including lease drafting and evictions
  - Court-appointed attorney for proposed wards and patients facing involuntary commitment
  - Appointed attorney for patients in administrative mental health-related hearings

## EDUCATION

- JURIS DOCTORATE DEGREE, 2000  
Boston College Law School, Newton, MA
- Note editor for the Boston College Environmental Affairs Law Review
  - Proof read and edited student and outside articles in preparation for publication
- BACHELOR OF ARTS IN ECONOMICS AND PHILOSOPHY, *Cum Laude and Dean's List*, 1996  
St. Lawrence University, Canton, NY
- Teaching Assistant from Spring 1995 through Spring 1996
  - Instructed undergraduate students in Aristotelian logic, symbolic logic, rhetoric, oral presentation and debate; evaluated student essays and oral presentations and facilitated debates

EARL S. CARREL

**EMPLOYMENT**

<b>BACKUS, MEYER &amp; BRANCH, LLP</b> 116 Lowell Street P.O. Box 516 Manchester, NH 03105	<b>JULY 2000 - PRESENT</b>
<b>CARREL LAW OFFICES</b> 726 Mast Road P. O. Box 65 Goffstown, NH 03045 (603) 641-9799	<b>OCTOBER 1987 - JULY 2000</b>
<b>SENTINEL TITLE SERVICE</b> Route 4 Northwood, NH 03261	<b>DECEMBER 1985 - SEPTEMBER 1987</b>
<b>U. S. DEPARTMENT OF VETERANS AFFAIRS</b> Boston, MA Regional Office Washington, DC Central Office Manchester, NH Regional Office Buffalo, NY Regional Office	<b>JUNE 1984 - DECEMBER 1985</b> <b>OCTOBER 1982 - JUNE 1984</b> <b>OCTOBER 1975 - OCTOBER 1982</b> <b>AUGUST 1973 - OCTOBER 1975</b>
<b>NEW HAMPSHIRE COLLEGE</b> North River Road Manchester, NH 03104	<b>AUGUST 1987 - JUNE 2000</b>

**PROFESSIONAL EXPERIENCE**

*25 years of private practice experience as an attorney with a focus in real estate, mental health and small business.*

I am currently a partner with Backus, Meyer & Branch, LLP and have served as managing partner since 2005.

My practice since 1987, as well as my time employed with Sentinel Title Service, involves extensive emphasis on real estate title examination through administration of real estate closings. I represent primarily borrowers and lenders providing services ranging from execution and review of title abstracts through preparation of loan documents and administration of closing. Geographically, I cover the State of New Hampshire.

I also have experience with landlord/tenant law having represented several management companies and numerous individuals in these matters over the years.

In the field of mental health, I have served as *Special Justice for the Concord District Court* from February 1988 to July 1994 presiding over Involuntary Emergency Admission hearings at New Hampshire Hospital. Since August 1994 I represent patients at these hearings and no other hearings at New Hampshire Hospital. I also represent individuals in guardianship hearings before the Probate Courts.

Carrel Law Offices, which I owned and managed provided a general practice of law employing up to three attorneys and 8 support staff.

*Over TWELVE years of public service experience with Veterans Affairs with a career focus in Administrative Law with emphasis on Disability Claims.*

**Executive Officer/Supervisor Claims Development & Benefit Authorization.** Emphasis in review of adjudicative decisions and workflow management. Full budget responsibility. Hired, trained, supervised staffs ranging from 15 to 25 employees. Developed strong background and working knowledge in government regulations, administrative and appeals procedures.

**Staff Attorney.** Reviewed determinations in relation to federal law, regulations, & procedures. Coordinated on-site field reviews at regional offices through the United States. Designed and monitored special benefits review projects. Wrote procedural manuals & directives. Served as Budget Analyst for Compensation and Pension Service.

**Claims Examiner.** Coordinated, reviewed & determined pension, compensation, education & death benefits claims. Ascertained compliance with laws and regulations.

*FOURTEEN years teaching experience as part of the Adjunct Faculty at New Hampshire College. Courses taught include Business Law I, Business Law II, Real Estate Law, and Introduction to American Government.*

## EDUCATION

STATE UNIVERSITY OF NEW YORK      J.D., 1973  
Buffalo, NY

RIVIER COLLEGE      M.A., Social Science, 1984  
Nashua, NH      Concentration: Public Administration

STATE UNIVERSITY OF NEW YORK      B.A., History, 1970  
Buffalo, NY

## PROFESSIONAL MEMBERSHIPS

NH Bar Association, Member	1982 - Present
NH Bar Association Real Estate Section, Member	1989 - Present
NH Bar Association Elder Law Section, Member	2000 - Present
NH Bar Association Group Insurance Committee, Member	1992 - 2001
Chair-	1997 - 1999
Health Insurance Subcommittee, Chair-	1994 - 1997

## OTHER MEMBERSHIPS and COMMUNITY ACTIVITIES

Justice of the Peace and Notary Public, State of New Hampshire

Goffstown, NH Library Trustee	1986 - 1989
Goffstown, NH Capital Improvement Program Committee	1999 - Present
Trustee of Town Trust Funds	2004 - Present

Temple Israel, Manchester, NH

President	1988 - 1989, 2003 - 2005
Vice President	1985 - 1988
Recording Secretary	1978 - 1982
Director	1978 - 1992, 2001 to 2006

Jewish Community Center, Manchester, NH

Vice President	1982
Treasurer	1981
Director	1979 - 1982, 2003 - 2005

**AMY B. DAVIDSON**  
**Contoocook, New Hampshire**

**PROFESSIONAL**

**LAW OFFICE OF AMY B. DAVIDSON**, Contoocook, NH, March 1992 – present; Private practice with concentration in juvenile, family and mental health law; New Hampshire Bar Association Domestic Violence Emergency (DOVE) Project panel attorney (1993 to present).

**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.

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.

**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/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.

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

**FRANKLIN PIERCE LAW CENTER**, 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

**FRANKLIN PIERCE LAW CENTER**  
(now University of New Hampshire 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 and rescue organizations;

Conservation and environmental concerns;

Professional musician/piano teacher;

Competitive triathlete and runner; also enjoy trail and road biking, kayaking, Nordic and alpine skiing, snowshoeing, swimming, hiking, volleyball, tennis, badminton, skating.

# Richard Glenn Anderson

P.O. Box 4  
New London, NH 03257

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## Education

- J.D.**, New England School of Law, Boston, MA, 1999  
(*Areas of study included Wills, Trusts and Estates, Income Taxation, Contracts, Business Organizations, Legislation, International Law.*)  
New England Scholar, 1996  
Staff Member, *New England Law Journal*, 1997-1998  
Case and Note Editor, *New England Law Journal*, 1998-1999  
Admitted to New Hampshire and Massachusetts Bars
- B.A., Economics** (minor in mathematics), Rutgers University,  
New Brunswick, NJ, 1985

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## Experience

**Attorney at Law** - Richard G. Anderson Law Offices, P.L.L.C. 2003 - Present

- Assist clients and families in the development of estate plans (through the utilization of wills, trusts and named beneficiary assets) that protect and pass on assets in the most efficient and practical manner possible to the individuals and institutions that matter most to them.
- Advise clients on business/transactional matters including contract review, entity formation, intellectual property, risk management, employment and taxation issues.
- Develop an extensive client base through regular presentations on estate planning to companies, professional organizations, nursing homes, hospitals and other health care facilities in a manner designed to ensure comprehension at the layperson level.
- Represent elderly and disabled clients before governmental administrative departments.
- Meet with clients at their convenience - whether at home, work or in a medical facility.
- Guide clients in the administration of estates to achieve cost effective, compassionate results.

**Adjunct Professor for Business Ethics** - Southern New Hampshire University, 2002

- Developed curriculum for courses on business ethics (with more than sixty undergraduates) utilizing texts, videotape examples, role-playing and case studies.
- Taught classes exploring topics such as the nature of morality, normative theories of ethics, economic distribution and capitalism, globalization, workplace issues, the role of consumers in society and environmental questions as they relate to business.
- Encouraged debate and insights on fundamental questions of appropriate business conduct using real world scenarios and current business news.
- Created lesson plans for the Online NewsHour of PBS.



**Volunteer Attorney – New Hampshire Department of Justice (Criminal Bureau), 2002**

- Wrote appellate briefs on behalf of the State for submission to the Supreme Court of New Hampshire.
- Assisted staff attorneys in trial preparation, sentencing hearings and grand jury proceedings.
- Researched and issued memoranda on pertinent legal issues of interest to the Justice Department involving spousal immunity, insurance fraud, hearsay, electronic surveillance, insanity defenses, embezzlement, grand jury proceedings and habeas corpus appeals.

**Senior Territory Sales Manager - Thomas & Betts Corporation, 1989 – 2001**  
*(a leading Fortune 500 manufacturer)*

- Successfully managed entry of new distribution channels into market, enabling growth of existing base while simultaneously exploiting new avenues to achieve 30%+ sales increase.
- Coordinated introduction of a major new product line into the marketplace through training of sales force, resulting in second highest market share within two years.
- Conducted in-depth training seminars at more than seventy engineering organizations to promote specifications and brand preference.
- Developed and implemented detailed annual business programs for fifty-four different electrical distribution locations with quantifiable targets and specific strategies for each one.
- Achieved top level performance in three state sales territory while simultaneously completing four-year evening program for law degree and serving as a Law Journal editor.

**Sales Representative - Daido Electronic Instruments Corporation, 1985-1989**

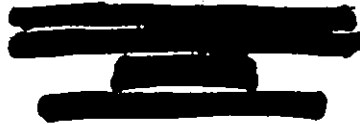
- Commenced company sales efforts in an undeveloped territory for a sophisticated line of electronic position control devices utilized in computer numeric controlled equipment - developing lowest yield territory into second highest yield territory within eighteen months.
- Trained new employees for three other territories and temporarily assumed day to day management of sales department during transition period.
- Acquired steadily greater territory responsibilities as a result of successful sales efforts.

**Consultant / Campaign Manager - New Jersey State Committee, 1984**

- Coordinated national presidential campaign efforts in two New Jersey counties as youngest paid staff member in the state.
- Developed voter registration strategies resulting in 15,500 new voters in 46 townships.
- Supervised and targeted canvassing and literature drops utilizing more than seventy volunteers, and established phone banks working with constituency groups for voter outreach.

**Volunteer Activities:** Elected Member of the KRSD Municipal Budget Committee  
Town of New London Firefighter & Citizens Advisory Committee  
Development Committee of Ausbon Sargent Land Preservation Trust

**ELLEN PURCELL**



**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, injury, 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