

MLC  
174



**State of New Hampshire**

DEPARTMENT OF SAFETY  
 JAMES H. HAYES BLDG. 33 HAZEN DR.  
 CONCORD, N.H. 03305  
 (603) 271-2791

RICHARD C. BAILEY, JR.  
 ASSISTANT COMMISSIONER

EDDIE EDWARDS  
 ASSISTANT COMMISSIONER

ROBERT L. QUINN  
 COMMISSIONER

June 3, 2022

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Safety, Division of State Police, to exercise a contract renewal option with Gary L. Fischler & Associates P.A. (VC #305795-B001), 6600 France Ave S, Suite 640, Minneapolis, MN 55435, for the provision of pre-employment psychological exams of law enforcement candidates, by increasing the price limitation by \$110,625.00 from \$155,950.00 to \$266,575.00 And extending the end date from June 30, 2022 to June 30, 2024 effective upon Governor and Council approval. The original contract was approved by Governor and Council on July 31, 2019, item #96. Funding source: 40% Revolving, 21.87% Highway, 18.13% General, 13.33% Turnpike, 6.67% Other Agency.

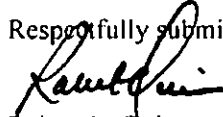
Funds are available in the SFY2023 operating budget and contingent upon availability and continued appropriations in SFY2024 with authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234015-4003000 Dept. of Safety--State Police--Traffic Bureau	<u>SFY 2023</u>	<u>SFY 2024</u>
020-500271 Current Expenses - Other Medical Services	\$29,000.00	\$30,000.00
02-23-23-234010-42150000 Dept. of Safety--State Police - NHH Security		
020-500271 Current Expenses - Other Medical Services	\$3,625.00	\$3,750.00
02-23-23-234010-50010000 Dept. of Safety--State Police--Watercraft Safety		
020-500271 Current Expenses - Other Medical Services	<u>\$21,750.00</u>	<u>\$22,500.00</u>
	\$54,375.00	\$56,250.00
	Total	\$110,625.00

**EXPLANATION**

This contract will provide pre-employment psychological exams for State Police Probationary Trooper, Marine Patrol Officer and State Office: Complex Police candidates, as required for all applicants by *New Hampshire Police Standards Training Council's Recommended Guidelines for Recruit Academy Medical Examination*.

The Division of State Police released a Request for Proposal (RFP DOS 2019-11). The RFP was posted on the Purchase & Property website from April 10, 2019 through April 26, 2019. Gary L. Fischler & Associates P.A. submitted the sole bid.

Respectfully submitted,  
  
 Robert L. Quinn  
 Commissioner of Safety

State of New Hampshire  
 Department of Safety  
 Gary L. Fischler & Associates, P.A.  
 Contract #2019-11  
 Contract Amendment 1

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2019-11, on July 31, 2019, Item # 96 (herein after referred to as the "Agreement"), Gary L. Fischler & Associates, P.A. agreed to provide pre-employment psychological exams of law enforcement candidates specified in the Agreement and in consideration of payment by the Department of Safety (hereinafter referred to as the "Department") of certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to increase the contract price by \$110,625.00 to bring the total contract price from \$155,950.00 to \$266,575.00 and wishes to extend the contract completion date to June 30, 2024.


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

Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.7 of the Contract Agreement – General Provisions by extending the Completion Date from June 30, 2022 to June 30, 2024.
2. Amend Section 1.8 of the Contract Agreement - General Provisions by increasing the Price Limitation from \$155,950.00 to \$266,575.00.
3. Amend Exhibit B – Pricing and Payment Terms – Rate schedule for SFY2023 to SFY2024


Service	July 1, 2022 to June 30, 2023 (Price per Service)	July 1, 2023 to June 30, 2024 (Price per Service)
60 Minute Exam (per Candidate)	\$725.00	\$750.00
Cancellation Fee	\$345.00	\$360.00

IN WITNESS WHEREOF, the parties set their hands as of the day and year written below.

  
 Carl Weinberger, President


On May 11, 2022 personally appeared before me  
Mark Weinberger, whose identity I verified on the basis of President  
 to be the signer of the above and he acknowledged that he signed it. Executed the foregoing instrument for the purposes therein contained.

IN WITNESS THEREOF, I herunto set my hand and official seal.

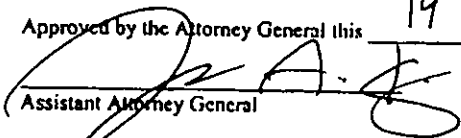
  
 Notary Public  
 My Commission expires: 3/20/2025

Name and Title of Notary Public  
 EVA CALZADA  
 Notary Public - State of New York  
 NO. 01CA6355947  
 Qualified in Kings County  
 My Commission Expires Mar 20, 2025

State of New Hampshire  
Department of Safety  
Gary L. Fischler & Associates, P.A.  
Contract #2019-11  
Contract Amendment 1

  
Steven R. Lavoie, Director of Administration  
N.H. Department of Safety

Approved by the Attorney General this 14 day of June, 2022.

  
Assistant Attorney General

Approved by the Governor and Council \_\_\_\_\_

\_\_\_\_\_  
Deputy Secretary of State

# State of New Hampshire

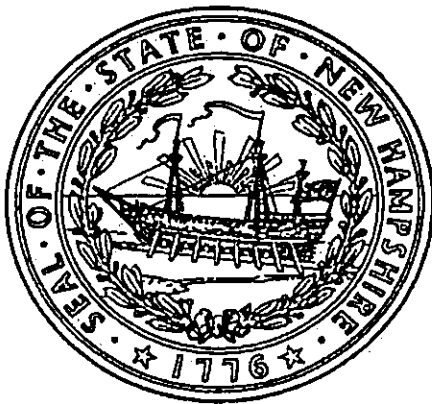
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GARY L. FISCHLER & ASSOCIATES, P.A. is a Minnesota Professional Profit Corporation registered to transact business in New Hampshire on June 07, 2019. 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: 821176

Certificate Number: 0005771823



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".


David M. Scanlan  
Secretary of State

Certificate of  
Vote/Authority

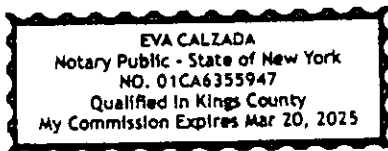
I, ~~Mark~~ <sup>Wendell</sup> hereby certify that I am the sole principal and officer of the professional corporation named Gary L. Fischler and Associates, P.A.. I certify that as sole principal and officer I am duly authorized to enter into contracts or agreement on behalf of the corporation with the State of New Hampshire and any of its agencies or departments and am further authorized to execute any documents which may in my judgment be desirable of necessary to effect this authority. I certify that no circumstances exist that would prevent, limit or restrict such authority.

I certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently has full authority to bind the corporation. I further certify that the person listed above had the authority described herein on 5/3/22

Dated: 5/3/22

Attest:   
(Name and Title) Mark, President

Notary: Eva Calzada





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/15/2022

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 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).

<b>PRODUCER</b> Hiram Cohen & Son, Inc. 486 Willis Avenue Williston Park NY 11596-1782	<b>CONTACT NAME:</b> Deborah Fiore <b>PHONE (A/C, No, Ext):</b> 516-742-7180 <b>E-MAIL ADDRESS:</b> dfiore@hiramcohen.com	<b>FAX (A/C, No):</b> 516-742-7209													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : The Travelers Indemnity Co.</td> <td>25658</td> </tr> <tr> <td>INSURER B : The Phoenix Ins. Co.</td> <td>25623</td> </tr> <tr> <td>INSURER C : Allied World Surplus Lines Ins</td> <td>24319</td> </tr> <tr> <td>INSURER D : Darwin Select Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E : Travelers Excess &amp; Surplus</td> <td>29696</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Travelers Indemnity Co.	25658	INSURER B : The Phoenix Ins. Co.	25623	INSURER C : Allied World Surplus Lines Ins	24319	INSURER D : Darwin Select Insurance Company		INSURER E : Travelers Excess & Surplus	29696	INSURER F :
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**INSURED** UMC Medical Consultants, PC; PSYBAR, LLC; Gary L. Fischler & Associates LLC; Industrial Medicine Associates, P.C. dba EVOnational; Orchard Medical Consulting, LLC  
660 White Plains Rd. Suite#630 Tarrytown NY 10591

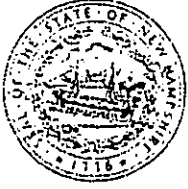
**COVERAGES** CERTIFICATE NUMBER: 1440614804 REVISION NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		03123814	6/15/2022	6/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA9P627394	6/15/2022	6/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ZUP41M61014	6/15/2021	7/15/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	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"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	UB9NS32115	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof. Liability		03123814	6/15/2022	6/15/2023	occ. 1,000,000
D	Excess GL/Prof		03123817	6/15/2022	6/15/2023	occ. 2,000,000 agg. 2,000,000

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

<b>CERTIFICATE HOLDER</b>  State of NH Department of Safety Division of State Police 33 Hazen Drive Concord NH 03304	<b>CANCELLATION</b>  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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State of New Hampshire

DEPARTMENT OF SAFETY  
 OFFICE OF THE COMMISSIONER  
 33 HAZEN DR. CONCORD, N.H. 03305  
 603-271-2791

ROBERT L. QUINN  
 COMMISSIONER OF SAFETY

RQ # 194142

June 14, 2019

gc #96  
 07-31-2019

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety, Division of State Police, to enter into a contract with Gary L. Fischler & Associates P.A. (VC #305795-B001), 6600 France Ave S, Suite 640, Minneapolis, MN 55435, in an amount not to exceed \$155,950.00, for the provision of pre-employment psychological exams of law enforcement candidates. This contract will become effective upon Governor and Council approval through June 30, 2022 with an option to extend for one (1) two (2) year period at the sole decision of the State. Funding source: 40.52% Revolving/26.76% General/14.80% Turnpike/12.07% Highway/5.85% Other Agency.

Funds are anticipated to be available in the SFY2020/2021 operating budget and contingent upon availability and continued appropriations in SFY2022 with authority to adjust between fiscal years through the Budget Office if needed and justified.

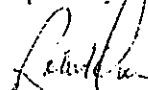
02-23-23-234015-4003000 Dept. of Safety – Div. of State Police – Traffic Bureau			
020-500271 Current Expenses – Other Medical Services	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>
	\$26,600.00	\$27,630.00	\$28,660.00
02-23-23-234010-42150000 Dept. of Safety – Div. of State Police – NHH Security			
020-500271 Current Expenses – Other Medical Services	2,900.00	3,690.00	3,830.00
02-23-23-234010-50010000 Dept. of Safety – Div. of State Police – Watercraft Safety			
020-500271 Current Expenses – Other Medical Services	<u>\$20,100.00</u>	<u>\$20,880.00</u>	<u>\$21,660.00</u>
	\$49,600.00	\$52,200.00	\$54,150.00
		Total	\$155,950.00

Explanation

This contract will provide pre-employment psychological exams for State Police Probationary Trooper, Marine Patrol Officer and State Office Complex Police candidates, as required for all applicants by *New Hampshire Police Standards Training Council's Recommended Guidelines for Recruit Academy Medical Examination*.

The Division of State Police released a Request for Proposal (RFP DOS 2019-11). The RFP was posted on the Purchase & Property website from April 10, 2019 through April 26, 2019. Gary L. Fischler & Associates P.A. submitted the only bid.

Respectfully submitted,

  
 Robert L. Quinn  
 Commissioner of Safety

**BID SUMMARY FOR REQUEST FOR PROPOSAL**

RFP # RFP DOS 2019-11	SERVICES BID: Psychological Evaluations for Candidates for Trooper, MP Officer, and Campus Police Officer
DATE POSTED: 4/10/19	DATE CLOSED: 4/26/19

**RFP SCORING SUMMARY**

RFP CRITERIA	MAX # OF PTS.	VENDOR NAME GARY L. FISCHLER & ASSOC., PA	VENDOR NAME	VENDOR NAME	VENDOR NAME	VENDOR NAME*
1. Vendor Experience / References	20	19				
2. Turnaround Time	20	19.6				
3. Service Location	20	17.8				
4. Price	40	34.8				
<b>TOTAL POINTS</b>	<b>100</b>	<b>91.2</b>				

**DEFINITIONS OF EACH SCORING CRITERIA**

1. Vendor Experience/References: Years of experience and type similarity of current customers.
2. Turnaround Time: Ability to conduct assessment and report outcomes back to the Division.
3. Service Location: Proximity to State Police Headquarters and to location of provider of Psychological Evaluation service provider.
4. Cost: Total cost of evaluating and reporting, conclusively, on the fitness of candidates for hire.

**EVALUATION COMMITTEE MEMBERS AND QUALIFICATIONS**

NAME AND POSITION TITLE OF EVALUATOR	EVALUATOR'S QUALIFICATIONS
Lt. Brendan Davey	Commander of the New Hampshire State Police Recruitment and Training Unit, overseeing the entire process of vetting candidates for hire, for their certification at the NH Police Academy, and for their first year of training in Field Training and Evaluation.
Ms. Patricia Meyer	Training Coordinator and former Executive Secretary for the Recruitment and Training Unit, handling all scheduling, report tracking, billing, and administrative paperwork related to vetting, hiring, and training all candidates for NH State Trooper positions.
Ms. Stephanie Colcord	Staff Development and Training Specialist for the Marine Patrol Bureau of the New Hampshire State Police, responsible for the administrative handling and vetting of all candidates for Marine Patrol Officer positions.
Sgt. Gregory Bisson	Supervisor within the State Office Police Complex Police Force, who assists with the execution of all administrative and vetting procedures for the hiring of candidates for positions within the State Office Complex Police Force.
TFC Seth Gahr	Peer Support Unit Commander for the New Hampshire State Police, offering triage and coordination of services for all members of the Division affected by and critical incident stress, PTSD, and personal issues requiring assistance and treatment of any kind.




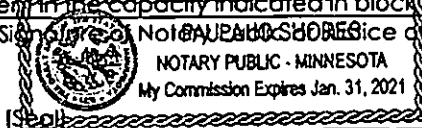



**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Gary L. Fischler & Associates, PA		1.4 Contractor Address 6600 France Ave S., Suite 640 Minneapolis, MN 55435	
1.5 Contractor Phone Number 612-333-3825	1.6 Account Number AU 4003, 4215, 5001	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$155,950.00
1.9 Contracting Officer for State Agency Kevin E. Connor		1.10 State Agency Telephone Number 603-223-4300	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Gary Fischler, President	
1.13 Acknowledgement: State of <u>Minnesota</u> , County of <u>Hennepin</u>  On <u>June 12, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public Justice of the Peace  NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2021 			
1.13.2 Name and Title of Notary or Justice of the Peace PAULA J. STORES			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory STEVEN R. LAVOIE, DIRECTOR OF ADMINISTRATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>7/8/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

Contractor Initials GA  
Date Feb 12/19

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** 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. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A**  
**SCOPE OF SERVICES**

Gary L. Fischler & Associates, PA of Minneapolis, MN is being contracted by the Department of Safety, Division of State Police to provide pre-employment psychological exams of law enforcement candidates that certify for full time State Police Probationary Troopers, State Office Complex Police Officers, as well as full-time and part-time Marine Patrol Officers

**Psychological Exams:**

Each candidate shall meet the requirements as required by *New Hampshire Police Standards and Training Council's Recommended Guidelines for Recruit Academy Psychological Examinations (Pol 301.07)*.

**Scope of Services:**

The Contractor shall provide scheduling and completion of approximately 75 (annually) structured 60 minute clinical interviews for confirmation of ruling out psychological characteristics identified by written tests.

- The Contractor shall administer standardized tests to State Police Probationary Troopers, Marine Patrol Officers and State Office Complex Police Officers, in coordination with the State Agency, if requested to do so. If a battery of written tests is to be administered by the State Agency, the provider will supply a sufficient number of test booklets for the administration of said standardized tests; however if the written assessment will be self-administered by the candidate, or within the providers' office, there is no need to furnish booklets to the State Agency.
- The Contractor shall prepare a final written report of the testing and evaluation of each candidate based on a review of test results, interview notes, and background questionnaires prepared by candidates. Categories of suitability shall be "Recommended with Confidence", "Recommended", "Recommended with Reservation", and "Not Recommended", or such other terms as shall be mutually agreed upon by the State Agency and the Contractor. Criteria for each category shall be developed by the State Agency.
- The Contractor shall provide the State Agency with a complete glossary of scales and terms relevant to the assessment process and candidate evaluation report.
- The Contractor shall be located, or have a satellite office, within 30 minutes of Hazen Drive, Concord, NH.

- The State Agency shall be allowed to substitute a candidate's appointment for testing and/or interview within 24-hours without charge. If the Agency is not able to make a substitution within 24 hours, a cancellation fee will be charged (See Exhibit B Pricing and Payment Terms).
- The Contractor shall provide a turnaround time of 3 business days between testing and evaluation of a candidate and the submission of an evaluation report to the State Agency.
- Identify one individual staff member to act as a Contract Coordinator who will monitor contract provisions and be available to meet with State Agency background investigators or the Training Coordinator to discuss and clarify evaluation reports.

The Contract will become effective upon Governor and Council approval through June 30, 2022 and may be extended for one (1) two (2) year term.

The State Agency shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

**EXHIBIT B  
PRICING AND PAYMENT TERMS**

The Contractor shall invoice the State of New Hampshire, Division of State Police separately for psychological exams for each individual during the contract period at the following rates:

Rate schedule for SFY2020 through SFY2022

Service	July 1, 2019 to June 30, 2020 (Price per Service)	July 1, 2020 to June 30, 2021 (Price per Service)	July 1, 2021 to June 30, 2022 (Price per Service)
60 Minute Exam (per Candidate)	\$650.00	\$675.00	\$700.00
Cancellation Fee	\$300.00	\$315.00	\$330.00

The Contractor further agrees not to exceed the contract total of \$155,950.00. The Department of Safety agrees to make payment of such invoices within thirty (30) days of receipt of the invoice and the State Agency's approval and acceptance.

**EXHIBIT C  
SPECIAL PROVISIONS**

There are no special provisions.

Contractor Initials MA  
Date 9/2/19

Certificate of Vote/Authority

I, Gary L. Fischler, hereby certify that I am the sole principal and officer of the professional corporation named Gary L. Fischler and Associates, P.A. I certify that as sole principal and officer I am duly authorized to enter into contracts or agreement on behalf of the corporation with the State of New Hampshire and any of its agencies or departments and am further authorized to execute any documents which may in my judgment be desirable of necessary to effect this authority. I certify that no circumstances exist that would prevent, limit or restrict such authority.

I certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently has full authority to bind the corporation. I further certify that the person listed above had the authority described herein on June 12, 2019.

DATED: 6/26/19

ATTEST: Gary L. Fischler, President  
(Name and Title)

*Laura Kosbab 6/26/19*



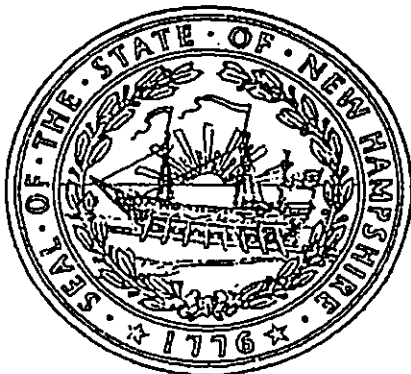
State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GARY L. FISCHLER & ASSOCIATES, P.A. is a Minnesota Professional Profit Corporation registered to transact business in New Hampshire on June 07, 2019. 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: 821176

Certificate Number: 0004526291



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of June A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State





PSYBLLC-01

TATHORESEN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/19/2019

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).

<b>PRODUCER</b> Bremer Insurance Agencies, Inc. 8555 Eagle Point Blvd PO Box 2000 Lake Elmo, MN 55042	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): (651) 552-2424 FAX (A/C, No.): (651) 450-5158 E-MAIL ADDRESS: tathoresen@bremer.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B: Travelers Property &amp; Casualty</td> <td>36161</td> </tr> <tr> <td>INSURER C: RSUI Indemnity Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Company	25658	INSURER B: Travelers Property & Casualty	36161	INSURER C: RSUI Indemnity Company		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
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<b>INSURED</b> PsyBar, LLC Dr. David Fisher; PsyBar Enterprises; Gary L. Fischler & Associates P.A. 6600 France Ave S #640 Edina, MN 55435														

## 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired NonOwned Incd GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:			68023E05075	5/23/2019	5/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E.g. equipment) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 H/NO Auto Liab \$ 1,000,000 COMBINED SINGLE LIMIT (E.g. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 5,000			CUP7C410217	5/23/2019	5/23/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Follow Form \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB6K087809	5/23/2019	5/23/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Prof'l - Claims Made			LHM770531	7/1/2018	7/1/2019	Per Claim Agg. 2,000,000
C	Prof'l Ded \$5,000			LHM770531	7/1/2018	7/1/2019	Agg. Limit 3,000,000

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

Additional Policy:

Lloyds - Claims Made Form

8-31-18/19 Policy #Pol# 507835 Cyber(Coveage II: Security & Privacy with Electronic Media)

\$5,000,000 Limit with \$25,000 Retention - See full details in remarks

Account # AU 4003, 4215, 5001

30 Day Notice of Cancellation applies

## CERTIFICATE HOLDER

Dept. of Safety, Div. of State Police  
 33 Hazen Drive  
 Concord, NH 03305

## 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

*[Signature]*