



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

September 8, 2015

Her Excellency, Governor Margaret Wood Hassan
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 two-year contract with Warren D. Fitzgerald, Ph.D. and Associates, P.A. (VC #155516-B001) in an amount not to exceed \$47,000.00, for the provision of pre-employment psychological exams of law enforcement personnel. This contract will be effective upon Governor and Council approval through June 30, 2017 and may be extended for one two-year term. Funding source: 16% Turnpike, 69% Highway, 11% Transfer from Other Agencies, 4% Navigational Safety.

Funds are anticipated to be available in the SFY 2016 and SFY 2017 operating budget as follows contingent upon availability and continued appropriations with authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified:

	<u>FY 2016</u>	<u>FY 2017</u>
02-23-23-234015-40030000 Dept of Safety – Division of State Police – Traffic Bureau 020-500271- Current Expenses – Other Medical Services	\$20,000.00	\$20,000.00
02-23-23-234010-42150000 Dept. of Safety – Division of State Police – NHH Security 020-500271 - Current Expenses – Other Medical Services	2,500.00	2,500.00
02-23-23-234010-50010000 Dept. of Safety – Division of State Police – Watercraft Safety 020-500271 - Current Expenses – Other Medical Services	<u>1,000.00</u> \$23,500.00	<u>1,000.00</u> \$23,500.00
	TOTAL	\$47,000.00

Explanation

This contract will provide pre-employment psychological exams for full-time State Police Probationary Trooper, Marine Patrol Officer and New Hampshire Hospital Campus Security Security Officer candidates, as required for all applicants by *New Hampshire Police Standards Training Council's Recommended Guidelines for Recruit Academy Psychological Screening* (Pol. 301.07, copy attached).

An advertisement for requests for proposals was placed on the Administrative Services website as well as in the Manchester *Union Leader* for May 28, 29 and 31, 2015, pursuant to MOP 1600. Proposals were received from Dr. Fitzgerald, Psychotherapy Associates, Inc. and Nicole L. Sawyer, Psy.D., PLLC, with Dr. Fitzgerald submitting the qualified low bid.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

Pol 301.07 Psychological Screening Test. Each applicant shall meet the following requirements relative to the applicant's psychological screening:

(a) All uncertified police officers, correctional officers, and probation/parole officers employed by the state of New Hampshire, full-time or part-time, and all police officers, full-time or part-time who are employed by local units of government who have accepted this requirement by approving the necessary funding shall, prior to hiring, successfully pass a psychological screening test battery administered under the direction of a licensed psychologist or psychiatrist.

(b) Such test battery shall be normed for law enforcement occupations and shall be designed to detect both mental illness and behavioral traits that could adversely affect the person's ability to successfully perform the essential functions of a law enforcement, corrections or probation/parole officer.

(c) Such an examination shall be valid for a period of 12 months from the date of administration for purposes of application for such employment, and a valid test given by one department within such time frame may be used by another agency if the second agency has access to the test results.

(d) For the purpose of this section, "administered under the direction of a licensed psychologist or psychiatrist" shall include a test battery of the type herein prescribed that the hiring authority procured from a person, firm or corporation where the scoring and reporting of the results is done by a psychologist or psychiatrist who currently holds a valid license under the laws of any state.

(e) No person shall be hired as a police, corrections or probation/parole officer if the results of the psychological test battery indicate that the candidate is currently suffering from a diagnosable mental illness or exhibits behavioral traits that, in the opinion of the psychologist or psychiatrist, could adversely affect such person's ability to perform the essential functions of a law enforcement officer, or, who, in the opinion of the psychologist or psychiatrist or the hiring authority exhibits a psychological profile that is incompatible with that which is required for law enforcement duties.

(f) Examples of an incompatible profile shall include but not be limited to:

- (1) A lack of impulse control;
- (2) A lack of anger management;
- (3) A propensity for assaultive behavior; and
- (4) A propensity for illegal sexual behavior.

(g) No person shall be denied employment as the result of such a testing process unless they have been given the opportunity for a personal interview with a licensed psychologist or psychiatrist employed by the agency.

Source. #4437, eff 6-22-88; ss by #5836, eff 6-15-94; ss by #7302, eff 6-8-00; ss by #9168, INTERIM, eff 6-3-08, EXPIRES: 11-30-08; ss by #9224, eff 8-1-08; ss by #9400, eff 2-27-09 (from Pol 301.08)



Recruitment and Training Unit



Pre-Employment Psychological Exams – Vendor Submission Criteria

(RC) Russell Conte, Major – Administrative Major (JM) John Marasco, Lt. – Recruitment and Training Unit

(SB) Stephanie Bosch – Recruitment and Training Unit

VENDOR: Warren D. Fitzgerald, Ph.D. and Associates, P.A.		RC	JM	SB			AVG.
A. Experience and reputation in field	30	30	30	30			30
B. Qualifications and experience (CV)	30	30	30	30			30
C. Price proposal	40	40	30	30			33.33
Criteria Score	100	100	90	90			93.33

VENDOR: Psychotherapy Associates, Inc.		RC	JM	SB			AVG.
A. Experience and reputation in field	30	25	20	10			18.33
B. Qualifications and experience (CV)	30	25	15	10			16.66
C. Price proposal	40	30	40	30			33.33
Criteria Score	100	80	75	50			68.33

VENDOR: Nicole L. Sawyer, Psy.D., PLLC		RC	JM	SB			AVG.
A. Experience and reputation in field	30	25	30	30			28.33
B. Qualifications and experience (CV)	30	30	30	30			30
C. Price proposal	40	25	10	10			15
Criteria Score	100	80	70	70			73.33

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

I. IDENTIFICATION.

1.1 State Agency Name Department of Safety, Division of State Police		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Warren D. Fitzgerald, Ph.D. and Associates, P.A.		1.4 Contractor Address 54 South State Street, Concord, NH 03301	
1.5 Contractor Phone Number (603) 224-5140	1.6 Account Number Please see Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation Not to exceed \$47,000.00
1.9 Contracting Officer for State Agency Colonel Robert L. Quinn		1.10 State Agency Telephone Number (603) 223-3863	
1.11 Contractor Signature <i>Warren D. Fitzgerald, PhD</i>		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Merrimack</i> On <i>July 31, 2015</i> , 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 or Justice of the Peace [Seal] <i>Diane Burleigh</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Diane Burleigh Customer Service Rep.</i>			
1.14 State Agency Signature <i>[Signature]</i> Date:		1.15 Name and Title of State Agency Signatory DIANE T. BURLEIGH, Notary Public My Commission Expires April 13, 2016 Director of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Sara Millingham</i> Director, On: <i>9/23/15</i>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: <i>9/21/15</i>			
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.

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.

Contractor Initials

WOF

Date

7/31/13

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.

Contractor Initials WJDF
Date 7/31/15

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF STATE POLICE**

EXHIBIT A

Warren D. Fitzgerald, Ph.D. and Associates, P.A. of Concord, NH is being contracted by the Department of Safety, Division of State Police to provide psychological pre-employment psychological screening exams as required by *New Hampshire Police Standards and Training Council's Recommended Guidelines for Recruit Academy Psychological Examinations (Pol 301.07)*. These services concern the pre-employment psychological screening under the direction of a licensed psychologist or psychiatrist according to protocols developed by the council and designed to detect both mental illness and behavioral traits that could adversely affect the person's ability to perform the essential functions of a law enforcement officer.

The vendor shall provide scheduling and completion of structured 30 to 60 minute clinical interviews for confirmation or ruling out psychological characteristics identified on written tests.

The candidate shall arrive 90 minutes prior to their appointment time to complete additional questionnaires. The vendor will review all testing results and meet with each candidate before completing a written evaluation

The vendor will provide a seven (7) day turnaround between testing and evaluation of a candidate and the submission of an evaluation to the State. Categories of suitability shall be mutually agreed "Recommended with Confidence", "Recommended", "Recommended with Reservation", or "Not Recommended."

Unless it is an emergency, if an appointment for a candidate is canceled within 24 hours of their appointment time, a cancellation fee of an amount to be agreed upon between the vendor and State shall be payable.

The contract will become effective upon Governor and Council approval through June 30, 2017. The contract may be extended for one (1) two (2)-year term with no more than a three (3) percent increase.

EXHIBIT B

The Contractor agrees to invoice the Department of Safety for examinations performed (\$500.00) for the Division of State Police for each individual candidate after each has been processed completely. The Contractor further agrees not to exceed the quoted price. The State of New Hampshire agrees to make payment within 30 days of receipt of such invoices.

The appropriate account numbers for the P-37 form, section 1.6 are listed below:

	<u>FY 2016</u>	<u>FY 2017</u>
02-23-23-234015-4003 020-500271 Current Expenses -- Other Medical Services	Dept. of Safety -- Division of State Police -- Traffic Bureau \$20,000.00	\$20,000.00
02-23-23-234010-4215 020-200271	Dept. of Safety -- Division of State Police -- NHH Security \$ 2,500.00	\$ 2,500.00
02-23-23-234010-5001 020-200271	Dept. of Safety -- Division of State Police -- Watercraft Safety <u>\$ 1,000.00</u>	<u>\$ 1,000.00</u>
	Total	\$23,500.00

EXHIBIT C

Both parties agree to amending section 14 of the P-37 amount of insurance to agree with the vendor's coverage of comprehensive general liability of \$1,000,000.00 for each incident. The insurance coverage is adequate for the provision of pre-employment psychological exams.

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 WARREN D. FITZGERALD, PH.D. AND ASSOCIATES P.A. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on November 19, 1981. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of July, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

I, Warren D. Fitzgerald, do hereby certify that

1. I am a duly elected Clerk of Warren D. Fitzgerald, Ph.D. and Associates, PA
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on July 31, 2015.

RESOLVED: That the Corporation enter into a contract with the State of New Hampshire, acting through the Department of Safety, Division of State Police for the provision of pre-employment psychological screening services.

RESOLVED: That the Director, Warren D. Fitzgerald

Is hereby authorized on behalf of the Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instrument, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 7/31/2015
4. Warren D. Fitzgerald is the duly elected Director of the Corporation.

X Warren D. Fitzgerald
Signature of the Clerk of the Corporation

STATE OF New Hampshire
County of Merrimack

The foregoing instrument was acknowledged before me this 4th day of August, 2015
by Warren Fitzgerald.

Name of person signing above, (Clerk of the Corporation)

Diane Burleigh
Notary Public/Justice of the Peace

Commission Expires on: DIANE T. BURLEIGH, Notary Public
My Commission Expires April 13, 2016

WARREN D. FITZGERALD, Ph.D. & ASSOCIATES, P.A.

Psychological Services Since 1976

August 27, 2015

Ms. Jeannette Patten
Purchasing Assistant
NH Department of Safety
Support Services Bureau
33 Hazen Drive
Concord, NH 03301

Dear Ms. Patten,

Dr. Warren D. Fitzgerald is the sole shareholder in his professional corporation,
Warren D. Fitzgerald, Ph.D. and Associates, P.A.

Sincerely,
Nicole H. Fitzgerald
Office Manager

Patten, Jeanette

From: Wdfitzphd <wdfitzphd@aol.com>
Sent: Friday, August 28, 2015 10:14 AM
To: Patten, Jeanette
Subject: Re: Contract - sole shareholder
Attachments: 8.27.15 Jeannette Patten. NH State Police.doc

Dear Jeannette,

Please find the information regarding Warren being the sole shareholder of the Warren D. Fitzgerald, Ph.D. and Associates, P.A. corporation.

Sincerely,
Nicki Fitzgerald

-----Original Message-----

From: Patten, Jeanette <Jeanette.Patten@dos.nh.gov>
To: wdfitzphd <wdfitzphd@aol.com>
Sent: Fri, Aug 28, 2015 8:52 am
Subject: Contract - sole shareholder

Good morning Nicky,

Please send a response email to me indicating that Dr. Fitzgerald is the sole shareholder of Warren D. Fitzgerald, Ph.D. and Associates, P.A.

Thanks!

Jeanette

Jeanette Patten

Purchasing Assistant
NH Department of Safety
Division of State Police
Support Services Bureau
33 Hazen Drive
Concord, NH 03305
(603) 223-8437
Fax: (603) 271-2527

Statement of Confidentiality: The contents of this message are confidential. Any authorized disclosure, reproduction, use or dissemination (either whole or in part) is prohibited. If you are not the intended recipient of this message, please notify the sender immediately and delete the message from your system.

CERTIFICATE OF INSURANCE

DARWIN NATIONAL ASSURANCE COMPANY

C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Insured:

WARREN D. FITZGERALD, PH.D.
AND ASSOCIATES, P.A.
54 SOUTH STATE ST
CONCORD NH 03301

Additional Named Insureds:

WARREN D. FITZGERALD

Type of Work Covered: PROFESSIONAL PSYCHOLOGIST

Location of Operations: N/A
(If different than address listed above)

Claim History:

Retroactive date is 06/01/1992

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5011-5874	6/01/15	6/01/16	1,000,000 3,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED ON THIS POLICY AND HE OR SHE SHALL ACT ON BEHALF OF ALL INSURED(S) WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments:

This Certificate Issued to:

Name: WARREN D. FITZGERALD, PH.D.
AND ASSOCIATES, P.A.
Address: 54 SOUTH STATE ST

CONCORD NH 03301

APA 00049 00 (05/2012)


Authorized Representative

WARREN D. FITZGERALD, Ph.D. & ASSOCIATES, P.A.
Psychological Services Since 1976

CURRICULUM VITAE

NAME: Warren D. Fitzgerald, Ph.D.

ADDRESS: [REDACTED]
Concord N.H. 03301

DATE OF BIRTH: [REDACTED]

PLACE OF BIRTH: Boston, Massachusetts

MARITAL STATUS: Married with three adult children

EDUCATION: Brown University, Providence, Rhode Island
1961 - 1965
B.A. Psychology

University of Rhode Island, Kingston, Rhode Island
1965 - 1968
M.S. School Psychology

Vanderbilt University, Nashville, Tennessee
1970 - 1974
Ph.D. Clinical Psychology with
Community Psychology/Special Education Minor

CURRENT CERTIFICATIONS

National Register of Health Service Providers in Psychology
New Hampshire License for Psychologist (NH #133)
New Hampshire Certification for School Psychologist (#22111)
National Association of School Psychologists
APA College of Professional Psychology: Certificate of Proficiency in the
Treatment of Alcohol and Other Psychoactive Substance Use
Disorders.

- 1970-1974 Ph.D. Program, Vanderbilt University, Nashville, Tennessee.
Supervision of Ph.D. candidates. Consultation with agencies, and
mental health centers. Lifespan psychological assessment
and counseling
- 1965-1970 Psychological consultation to schools and families, program
development for learning disabled students, psychological
assessment and treatment of children and youth

HOSPITAL STAFF AFFILIATIONS

- 1975-2005 Concord Hospital, Concord, NH

CONSULTATIONS WITH NH SCHOOLS PAST & PRESENT

Allenstown, NH
Ashland, NH
Bedford School District, Bedford, NH
Belmont School District, Belmont, NH
Bishop Brady High School, Concord, NH
Boscawen Elementary School, Boscawen, NH
Bow School, Bow, NH
Burnham Brook Middle School, Canterbury, NH
Canterbury Elementary School, Canterbury, NH
Concord School District, Concord, NH
Derryfield School, Manchester, NH
Epsom Elementary School, Epsom, NH
Franklin High School, Franklin, NH
Franklin Pierce College, Rindge, NH
Goffstown School District, Goffstown, NH
Henniker School District, Henniker, NH
Hooksett School District, Hooksett, NH
Horizon's Edge School, Canterbury, NH
John Stark High School, Weare, NH
Loudon Elementary School, Loudon, NH
Manchester School District, Manchester, NH
Merrimack School District, Merrimack, NH
Merrimack Valley Middle School, Penacook, NH
New England College, Henniker, NH
New Hampton School, New Hampton, NH
New Hampshire Technical Institute, Concord, NH
Pembroke Academy, Pembroke, NH
Philbrook Center, Concord, NH

Proctor Academy, Andover, NH
 St. John Regional School, Concord, NH
 St. Paul's School, Concord, NH
 Spaulding Youth Development Center, Tilton, NH
 Trinity High School, Manchester, NH
 University of New Hampshire, Durham, NH
 Webster Elementary School, Webster, NH
 Winnisquam Schools, Winnisquam, NH
 Wolfeboro Schools, Wolfeboro, NH

There has been extensive professional focus on problems interfering with student success in schools such as those listed above. This work has involved assessment and counseling for learning and behavior problems, looking for reasons behind learning difficulties such as learning disabilities, attention deficit disorder, anxiety, depression, alcohol, substance abuse, sexual and physical abuse and neglect. There has also been a focus on helping develop and monitor IEP and 504 plans, develop and critique student safety and conflict resolution plans, and work at the interface of families and schools concerning the best interests of children, adolescents and young adults. Assessment and conflict resolution of administration, teacher and staff issues is also provided.

CONTINUING EDUCATION ACTIVITIES: 1983-Present

DATE	NAME OF CONFERENCE	SPONSOR	PLACE
03/18/83	Family Treatment of the Borderline Patient	Dr. Shapiro	Brattleboro Retreat
04/09/83	SFTR Conference of Family Therapy	Society for Family Therapy and Research	Boston, MA
10/07-08/83	Borderline and Narcissistic Disorders in the Adult	Character Disorder Foundation	Sheraton-Boston Hotel, Boston, MA
03/03/84	Interviewing Skills for Family Evaluation in Child Litigation	Richard A. Gardner, M.D.	Coastal Community Counseling Center Framingham, MA
04/07/84	Experimental Couples Therapy	Augustus Napier, Ph.D.	Harvard Science Center, Cambridge, MA
05/12/84	Treating the Alcohol-Troubled Family	CCC Training Program	Coastal Community Counseling Center, Boston, MA
05/31/84	Emerging Alternatives to Independent Practice: The Viability of New Models for the Delivery of Psychological Services	Massachusetts Psychological Association	Worcester, MA

DATE	NAME OF CONFERENCE	SPONSOR	PLACE
06/08/84	Dynamics and Treatment of Shame	Gershen Kaufman, Ph.D.	Tufts University, Medford, MA
06/21/84	Borderline Personality	Otto Kernberg, M.D.	Brattleboro Retreat, Brattleboro, VT
06/28/84	Sexual Addiction	Patrick Carnes, Ph.D.	Tufts University, Medford, MA
11/10-11/84	Strategic Marital Therapy	Jay Haley and Cloe Madanes	Boston University, Boston, MA
01/25/85	Children of Alcoholics	Office of Continuing Education, Concord Hospital	Concord Hospital, Concord, NH
03/22-23/85	Family Therapy Approach	Milan Conference	Waltham, MA
06/13/85	Treatment Techniques and Resistant Children	Richard Gardner, M.D. Clinical Training and Educational Associates	Holiday Inn Dedham, MA
11/14-17/85	Developments in Child Custody Consultation and Testimony	Theodore H. Blau, Ph.D. Psychological Seminars, Inc.	Dallas/Fort Worth, TX
11/18/85	Use and Abuse of Expert Testimony	David L. Shapiro, Ph.D. Psychological Seminars, Inc.	Dallas/Fort Worth, TX
04/10-13/86	Clinical Hypnosis Training Program	NE Society of Clinical Hypnosis	Boston, MA
10/10-11/86	Comprehensive Short-Term Couples Therapy	Richard Stuart and Martha Jacobson - Clinical Training Education Assoc.	Boston, MA
11/13-14/86	Therapeutic Hypnosis/Self-Hypnosis	Theodore X. Barber, Ph.D. Evaluation Resource Assoc.	Boston, MA
12/05/86	Couples Therapy	Carlos Sluzki, M.D.	Brattleboro Retreat Brattleboro, VT
04/07-08/87	Cognitive Behavior Modification	Dr. Donald Meichenbaum NHCMHC	Concord, NH
09/25-27/87	The Power of Laughter and Play	IAHP	Boston, MA
10/24/87	Major Depression/Advances in Assessment and Treatment	Myrna Weissman, Ph.D. Clinical Training, Inc.	Boston, MA
11/14/87	Risk Management - Legal & Clinical Issues	Cambridge Hospital	Cambridge, MA
11/20/87	Neuropsychological Assessment Children and Adolescents	Brattleboro Retreat	Brattleboro, VT

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01/09/88	Psychopharmacology for the Non MD	Cambridge Hospital	Cambridge, MA
01/20/88	The Dynamics of Aging	Dartmouth-Hitchcock Psychiatric Assoc.	Lebanon, NH
04/08/88	Anger Management	Brattleboro Retreat	Brattleboro, VT
11/05/88	Growing Older: Psychological Implications	NHPO	Concord, NH
12/15/88	Problems and Possibilities in Treating Couples	NHPO	Concord, NH
01/26/89	Brief Psychotherapy with Children	CNHCMHS	Concord, NH
04/27/89	Minding the Body, Mending the Mind	CNHCMHS	Manchester, NH
05/13/89	Ethics Workshop	NHPO	Concord, NH
10/20-21/89	Marital Therapy	IAHB Institute for the Advancement of Human Behavior	Boston, MA
10/26/89	Attention and Learning Disabilities	NHASP	Durham, NH
10/26/89	ADD, Diagnosis, Treatment and Educational Implications	NHASP	Durham, NH
10/27/89	A Search for Islands of Competence	NHASP	Durham, NH
04/05/90	Helping the Depressed Adolescent	John E. Meeks, MD MacNamee Memorial Trust Fund	Hanover, NH
04/28/90	Healthy Pleasures: The New Science of Mood Medicine	Institute for the Study of Human Knowledge	Cambridge, MA
06/18/90	New Legislation that Effects Divorced Couples	NH Mediation Program, Inc.	Concord, NH
11/02/90	Strategies with the Alcoholic Family	Brattleboro Retreat	Brattleboro, VT
11/03/90	Older Patients and Caregivers: Ethics in Changing Times	The Boston Society for Gerontology Psychiatry, Inc. and The Harvard Geriatric Education Center	McLean Hospital Boston, MA
12/08/90	The Supervision of Clinical Practice	The Cambridge Hospital and Harvard Medical School	Cambridge, MA

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01/25/91	Malpractice Prevention in the 1990s	Continuing Education of Harvard Medical School	Boston, MA
04/18-20/91	Attention Deficit/Hyperactivity Disorder	Russell Barkley, Ph.D.	Orlando, FL
03/02-04/91	Mind Science: A Dialogue Between East and West	Harvard Medical School The Dalai Lama	Cambridge, MA
04/03/91	ADHD in Children and Adults	Dartmouth College	Hanover, NH
04/05/91	Understanding ADHD: Current Issues in Assessment	Westfield [MA] Area Mental Health	Holyoke, MA
07/29-08/02/91	Learning Disabilities: The Misunderstood Child	Larry Silver, M.D. Albert Einstein College of Medicine	Cape Cod, MA
10/25-26/91	Treating Couples	Peggy Papp, Ph.D.	Harvard Medical School Boston, MA
11/02/91	The Mind/Brain Connection in Treatment	Andrea Celenza, Ph.D.	Cambridge Hospital Cambridge, MA
11/23/91	On Men: Redefining Roles	Cambridge Hospital/ Harvard Medical School	Cambridge, MA
01/25/92	Coping with Managed Care	New Hampshire Psychological Organization	St. Anselm's College Goffstown, NH
01/25/92	How the Mind Affects the Health of the Body	New Hampshire Psychological Organization	St. Anselm's College Goffstown, NH
05/08/92	ADD: Relation to Adults/ Alcohol Abuse	Brattleboro Retreat	Brattleboro, VT
04/11/92	Psycho-Educational Assessment	Concord School District	Concord, NH
04/11/92	ADD/HD	Concord School District	Concord, NH
07/27-31/92	Learning Disorders in Childhood and Adolescent	Albert Einstein College of Medicine	Eastham, MA
08/10/92	Challenge of Managed Care	Michael Hoyt, Ph.D. New England Educational Institute, Annual Summer Symposium	Eastham, MA
11/14/92	Rethinking Clinical Practice: Managed Care is Here to Stay	Harvard Medical School	Cambridge, MA
11/06/92	Integrating Your Practice Within the Managed Mental Health Care World	NHPO	Catholic Medical Center Manchester, NH
11/14/92	Rethinking Clinical Practice: Managed Care is Here to Stay	Harvard Medical School	Cambridge, MA

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12/04/92	Successful Communication for Couples	Brattleboro Retreat	Brattleboro, VT
01/23/93	Working with the New APA Ethics Code	NHPO	Notre Dame College Manchester, NH
04/15-16/93	Brief Treatment for the Highly Anxious Client	Harvard Medical School	Cambridge, MA
01/09/93	Adult Attention Deficit Disorder and Clinical Practice	Harvard Medical School	Cambridge, MA
07/19-23/93	Process Consultation and Organizational Culture	Edgar Schein, Ph.D. Cape Cod Institute	Eastham, MA
07/29/93	Making a Difference	Learning Disability Association	Framingham, MA
07/31/93	Recent Findings from the Neuroscience Revolution	The Brain Center	New Seabury, MA
08/16-20/93	Healthy People, Healthy Business	Kenneth Pelletier, Ph.D. Cape Cod Institute	Eastham, MA
10/18-19/93	Eye Movement Desensitization and Reprocessing - Level I	Sponsored by Brookside Hospital	Lowell, MA
11/13/93	The Many Faces of ADD	Connecticut Association of School Psychologists	North Haven, CT
11/13/93	Clinical Assessment	Connecticut Association of School Psychologists	North Haven, CT
11/13/93	Inside the PPT	Connecticut Association of School Psychologists	North Haven, CT
11/13/93	Emotional Assessment	Connecticut Association of School Psychologists	North Haven, CT
12/12/93	Eye Movement Desensitization and Reprocessing - Level II	Sponsored by Brookside Hospital	Philadelphia, PA
01/07/94	Adolescent ADD	Harvard Medical School	Cambridge, MA
02/12/94	Liability Prevention	Harvard Medical School	Boston, MA
03/02/94	The Unshackled Organization: Facing the Challenge of Unpredictability Through Spontaneous Reorganization	Jeffrey Goldstein, Ph.D. Adelphi University	Boston, MA
03/04/94	Alternative Strategies: Reading and Writing	Brattleboro Retreat	Brattleboro, VT
03/18/94	Treating Youth with Conduct Disorders & Oppositional Defiant Behavior	HCA Portsmouth Pavilion	Portsmouth, NH
03/21/94	Attention Deficit Disorder Through the Lifespan	Brookside Hospital	Nashua, NH

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03/21/94	Attention Deficit Disorder Through the Lifespan	Brookside Hospital	Nashua, NH
05/21/94	Time-Limited Psychotherapy	BU School of Medicine	Burlington, VT
06/11/94	ADHD in Children and Adults	New England Educational Institute	Chestnut Hill, MA
07/18-22/94	The Role of Neuropsychology in Every Day Practice	Harvard Medical School	N. Falmouth, MA
08/01-05/94	Organizational Diagnosis	Harry Levinson, Ph.D. Harvard Medical School	N. Falmouth, MA
10/05/94	Strategies for Effective Instruction of Students with Learning Disabilities, ADD and Behavior Disorders	The Spurwink Foundation	Nashua, NH
10/28/94	Ethics and Managed Care	New Hampshire Psychological Association	Manchester, NH
12/02/94	Living with ADHD - Children and Adolescents	The Cambridge Hospital	Boston, MA
12/03/94	Living with ADHD - Adults	The Cambridge Hospital	Boston, MA
12/09/94	Traumatic Memory: Issues & Implications for Clinicians	NH Psychological Association	Concord, NH
2/3-2/4/95	Adolescent Vulnerability	Harvard Medical School	Boston, MA
2/24-25/95	Law Enforcement Psychology	V. Quinn & Associates	San Mateo, CA
05/18/95	Critical Incident Stress and Trauma in the Workplace	J. Lewis, Ph.D.	Lowell, MA
06/10/95	ADHD in Children, Adolescents and Adults	New England Educational Institute	Chestnut Hill, MA
07/08-07/09/95	Advanced Training in Critical Incident Stress Debriefing	International Critical Incident Stress Foundation, Inc.	Oneonta, NY
7/31/95	Brief Therapy for Children and/or Adults	The Institute for Professional Training	Falmouth, MA
08/05-08/06/95	Escaping the Industrialization of Care	Nova S.E. University	Danvers, MA
08/07-08/11	Mediation and Conflict Resolution	Kenneth Cloke Albert Einstein College of Medicine	Eastham, MA
10/13/95	Coaching the ADHD Student	Portsmouth Regional Hospital	Portsmouth, NH

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10/27/95	Treatment of Adult Attention Deficit Disorder	Brattleboro Retreat	Brattleboro, VT
12/1-2/95	Attention Deficit Disorder Through Its Lifecycle	Harvard Medical School	Boston, MA
01/11-14/96	Basic Training in Critical Incident Stress Debriefing and Critical Incident Stress Management: The Family Factor	International Critical Incident Stress Foundation, Inc.	Boston, MA
04/20/96	Adult Attention Deficit Disorder: Brain Mechanisms and Life Outcomes	New York Neuropsychology Group	New York, NY
07/22-28/96	Neuropsychological Testing	Albert Einstein College of Medicine	Eastham, MA
7/29-8/4/96	Neuropsychological Testing	Albert Einstein College of Medicine	Eastham, MA
9/13/96	Working with Difficult Couples	Brattleboro Retreat	Brattleboro, VT
9/27/96	Managed Care	New Hampshire Psychological Association	Manchester, NH
11/14/96	Spirituality and Healing	David B. Larson, MD, MSPH, President, National Institute for Healthcare Research	Nashua, NH
1/17/97	Communicating the Value of Psychology to the Public	New Hampshire Psychological Association	Manchester, NH
3/14-16/97	ADHD Across the Life Span	Harvard Medical School	Boston, MA
4/12/97	ADHD in Children, Adolescents and Adults: Diagnosis, Assessment and Treatment	New England Educational Institute	Chestnut Hill, MA
5/3/97	Confidentiality & Managed Care	New Hampshire Psychological Association	Durham, NH
11/20/97	Autism and Developmental Disorders	New Hampshire Association of School Psychologists	Portsmouth, NH
11/20/97	Coaching Teenagers with Attention Disorders	New Hampshire Association of School Psychologists	Portsmouth, NH

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11/21/97	Psychological Testing	New Hampshire Association of School Psychologists	Portsmouth, NH
11/21/97	Eating Disorders	New Hampshire Association of School Psychologists	Portsmouth, NH
11/22/97	The Mental Health Clinician in Court	Harvard Medical School	Boston, MA
12/4-5/97	Critical Incident Stress Management Application With Children and Adolescents	International Critical Incident Stress Foundation, Inc.	Providence, RI
12/9/97	Anatomy of Violence	New Hampshire Association of School Principals	Concord, NH
4/1/98	Explosive/Noncompliant Children: A New Conceptual and Practical Approach	Dartmouth Medical School	W. Lebanon, NH
5/2/98	Ethical Issues in Supervision & Psychotherapy	New Hampshire Psychological Association	Durham, NH
6/5/98	Ethics in Courtroom	NHPA	Durham, NH
7/10/98	EMDR for Anger Management and Anger Reduction	EMDR International Association	Baltimore, MD
7/11/98	The Application of EMDR to Critical Incident Trauma	EMDR International Association	Baltimore, MD
7/11/98	Implementing Present & Future Templates (Utilizing the 3 Stages of EMDR Protocol)	EMDR International Association	Baltimore, MD
7/12/98	EMDR Treatment of Attention Deficit Disorder in Adults	EMDR International Association	Baltimore, MD
7/12/98	EMDR and Victims of Motor Vehicle Accidents	EMDR International Association	Baltimore, MD
7/12/98	Using EMDR with Learning Disabled Students to Improve Reading	EMDR International Association	Baltimore, MD
7/27-7/31 1998	Mental Health Resources Online	Albert Einstein College of Medicine	Eastham, MA
8/3-8/7 1998	Meditation as Medicine	Albert Einstein College of Medicine	Eastham, MA
10/2/98	Diagnosis and Treatment of Eating Disorders	Cheshire Medical Center	Swanzey, NH
10/23/98	Therapeutic Approaches to Drug & Alcohol Abuse	NHPA	Manchester, NH

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11/13/98	Resolving Trauma Without Drama: New, Brief and Effective Approaches to Treating Post-Traumatic Stress Disorder	Portsmouth Regional Hospital and Pavilion	Portsmouth, NH
12/4-12/5 1998	Phase Oriented Treatment of Psychological Trauma	Harvard Medical School Dept. of Cont. Education	Boston, MA
1/8/99	Treatment of Adolescent Females: Therapeutic Interventions to Build Strengths & Reduce Risks	NHPA	Portsmouth, NH
4/8-4/9/99	Integrating EMDR into the Treatment of Grief and Mourning	EMDR Institute, Inc. & Critical Incident Resource Recovery, Inc.	Boston, MA
5/14/99	Ethical Issues in Treating Substance Abuse	NHPA	Keene, NH
8/9-8/13/99	ADHD, LD & Related Issues w/ Dr. Larry Silver	APA	Eastham, MA
8/16-8/20/99	Alcohol & Drug Abuse: New Treatment Approaches w/ Roger Weiss, M.D.	APA	Eastham, MA
9/17/99	Ethics in the Practice of Therapy	APA	Concord, NH
10/21/99 - 10/22/99	Innovations in Assistive Technology for Students with ADD/LD	APA	Portsmouth
1/21/00	Workers' Compensation Course With James Grubman, Ph.D.	Antioch Graduate School	Keene, NH
4/5/00	Diagnosis and Treatment of Depression, Bipolar Disorder and Anxiety Disorders in Children and Adolescents	15th Annual MacNamee Memorial Conference at the Fireside Inn	West Lebanon, NH
1/24/00 – 4/17/00	Police Administration & Operations Prof. Keith H. Lohmann, MPA	New Hampshire Technical Institute	Concord, NH
5/20/00	Psycho-traumatology for Clinicians George S. Everly, Jr., Ph.D.	International Critical Incident Stress Foundation	East Elmhurst, NY

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6/19/00 – 6/23/00	Personality Guided Therapy Theodore Millon, Ph.D., D. Sc.	New England Educational Institute	Eastham, MA
8/3/00 – 8/4/00	Law Enforcement Perspectives Peter Volkmann, MSW, CSW	International Critical Incident Stress Foundation	Baltimore City, MD
10/5 - 10/6/00	Critical Incidents, Trauma, & Substance Abuse: Preventing Self-Medication	International Critical Incident Stress Foundation	Worcester, MA
10/16/00	Best Practices For Traumatized Children, Adolescents & Families	UNH Dept. of Social Work	Manchester, NH
11/3/00	Getting Results in Managed Care with Scott D. Miller, Ph. D.	Brattleboro Retreat	Brattleboro, VT
11/10/00	Complicated Attention Deficit Disorder	Brattleboro Retreat	Brattleboro, VT
11/29/00	Rules, Procedures and Standards for Aftercare Clinicians	Amethyst Foundation	Epping, NH
12/6/00	Legal and Ethical Issues in Treating Couples and Children	Portsmouth Regional Hospital	Portsmouth, NH
4/6/00	Frontiers of Trauma Treatment: the roles of attention, the therapeutic relationship and restoration of the body	UNH Department of Social Work	Manchester, NH
5/4/01	Assessment & Treatment of Adult ADHD	Brattleboro Retreat	Brattleboro, VT
6/2-6/3/01	School Crisis Response A- CISM Perspective	International CISM Foundation	Albany, NY
7/9/01 – 7/13/01	Family Treatment for Substance Abuse: Evidence-Based Approaches	Harvard Medical School – Department of Continuing Education	Brewster, MA
10/12/01	Special Educational Law and Practice	NHPA	Manchester, NH
2/15/02	New Rules are Coming: Practical Guide to Compliance with NH Board of Mental Health	NHPA	Portsmouth, NH

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3/22/02	Gender Issues and ADHD: Exploring the Differences	Landmark College	Putney, VT
7/15/02 - 7/19/02	Therapist as Life Coach	NE Educational Institute	Eastham, MA
7/22/02 – 7/26/02	Application of Classical Buddhist Psychology to Contemporary Psychology	NE Educational Institute	Eastham, MA
12/5/02	Eliminating Self-Defeating Behavior	Brattleboro Retreat	Providence, RI
9/1/02- 6/30/03	Foundational Life Coaching Course and Life Coach	Institute for Life Coaching	Concord, NH
4/3/03	Meditation as Medicine	Retreat Healthcare	Providence, RI
4/24/03	HIPAA for Psychologists	APA	Concord, NH
5/30/03	Therapists in Litigation: Ethics and Best Practices	Highland Psychological Services	Portsmouth, NH
7/7-11/03	Enhancement of Peak Performance In Sports, the Performing Arts and Worksite	Harvard Medical School	Boston, MA
10/24- 10/25/03	Addiction Medicine: Evidence- Based Treatment Strategies	Harvard Medical School	Boston, MA
11/7- 11/8/03	Learning Differences Conference: Effort, Persistence & Resilience: Research-based strategies for Academic Success	Harvard Graduate School	Boston, MA
3/5-3/6/04	The Addictions: Treatment Approaches	Harvard Medical School	Boston, MA
7/5-7/9/04	Life Span Psychoeducational Assessment and Intervention	Cape Cod Institute	Cape Cod, MA
8/24/04	Ethical Issues in Working With Children and Families	NHPA	Online Conf.

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12/14/04	The Psychologists Legal Update: Liability for Failure to Supervise Adequately	National Register of Health Service Providers in Psychology	Online Conf.
8/8/05	Ethics for Addiction Professionals	Highland Psychological Continuing Education	Online Conf.
2/28/05	New Treatment Approaches: Dual Diagnosis: Alcohol & Drugs-w/ Roger Weiss	NE Educational Institute	Eastham, MA
5/17/05	Ethics for Addiction Professionals	APA	Online Conf.
8/1 –8/5/05	New Treatment Approaches: Dual Diagnosis: Alcohol & Drugs	APA	Eastham, MA
9/23/05	Understanding & Treating the Self Injurer	Brattleboro Retreat	Brattleboro, VT
11/4/05	Understanding & Treating the Self-Injurer	Brattleboro Retreat	Brattleboro, Vt.
2/24/06	Practical Risk Management: Court related Issues, Ethics, Technology and Beyond	NHPA	Manchester, NH
10/6/06	Aging and Cognition	Health ED	Manchester, NH
10/20/06	From Science to Cinema: An Overview of Personality Disorders	Retreat Healthcare	Brattleboro, VT
11/14/06	In the Aftermath, an Introduction to Executive Coaching Trends in Telehealth	APA	Computer
9/6-9/2007	Cape Cod Symposium on Addictive Disorders	AMEDCO	Hyannis, MA
9/14/2007	Working with Children Clinical and Ethical Challenges	NHPA	Manchester, NH
11/29-11/30/2007	Motivational Interviewing and Advanced Motivational Interviewing	Brattleboro Retreat	Brattleboro, VT

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9/4-6/2008	Cape Cod Symposium on Addictive Disorders	AMEDCO	Hyannis, MA
11/14 – 11/15/2008	Geriatric Psychiatry in 2008	McLean Hospital	Boston, MA
04/03/2009	Cognitive Assessment in 2009: Introduction to the WAIS-IV and WMS-IV	NH Psychological Association	Nashua, NH
06/19/2009	Lowering the Risk of Licensing Board Complaints in NH: A Practice-Based Approach	NH Psychological Association	Concord, NH
09/10 – 09/13/2009	Cape Cod Symposium on Addictive Disorders	Recovery Solutions/American Society of Addiction Medicine	Hyannis, MA
10/16 – 10/17/2009	Addiction Medicine: New Evidence Based Strategies for the Prescriber	Harvard Medical School	Boston, MA
12/10/2009	Difficult Geriatric Behaviors	PESI	Manchester, NH
12/11/2009	21 st Century Ethical Issues for the Mental Health Practitioner	Brattleboro Retreat	Brattleboro, VT
01/12/2010	Asperger's Syndrome and High Functioning Autism	Summit Professional Education	Manchester, NH
02/04/2010	Assessment & Treatment of Dyslexia & Other Reading/Language Disorders	Health Ed	Manchester, NH
07/29/2010	Comp. Mental Health Assessment and Eval of Older Adults	Health Education Network	Manchester, NH
09/09-09/12/2010	Cape Cod Symposium on Addictive Disorders	AMEDCO	Hyannis, MA
10/01/2010	Pathways to Quality Mental Health Services in the Deaf and Hard of Hearing Communities	NDHHS	Manchester, NH
12/03/2010	Ethics and Clinical Mgt. of High-Risk Patients	Brattleboro Retreat	Brattleboro, VT

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03/30/2011	Understanding, Assessing Managing Dementia	Health Education Network	Manchester, NH
04/15/2011	Aging and Cognition	NHPA	Manchester, NH
07/22/2011	Best Assessment & Treatment Strategies for the CO- Occurrence of Mental Illness & Substance Abuse	PESI	Manchester, NH
09/08- 09/09/2011	Cape Cod Symposium on Addictive Disorders	AMEDCO	Hyannis, MA
11/17- 11/18/2011	ADHD Cutting Edge Understanding & Mgt. w/Russell Barkley, Ph.D.	J&K Seminars	Lancaster, PA
02/23/2012	Forgiveness in Psychotherapy	J&K Seminars	Manchester, NH
06/01/2012	Successful Aging, Rejuvenation and Longevity	INR Seminars	Manchester, NH
09/06 - 09/09/12	Cape Cod Symposium on Addictive Disorders	AMEDCO	Hyannis, MA
09/26/2012	Memory: A seminar for Professional	IBP	Bedford, NH
10/09/2012	Required Ethical Competencies	CMI	Portland, ME
10/12/2012	Revolutionizing DX & Treatment using DSM-5	CMI	Manchester, NH
05/03/2013	Neuro-ethics for Clinicians: A Practical Approach	NHPA	Portsmouth, NH
05/21/2013	Autism and Other Neuro- developmental Disorders: Practical Strategies to Improve Processing	MEDS-PDN	Manchester, NH
05/23/2013	Evidence Based Treatment Methods for Anxiety Disorders	MED-PDN	Manchester, NH

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09/12-09/15/2013	Cape Cod Symposium on Addictive Disorders	C4 Recovery	Hyannis, MA
10/25/2013	Smart But Scattered: Executive Dysfunction at Home and At School	PESI	Manchester, NH
10/29/2013	The Nuts & Bolts of Legal and Ethical Practice	PESI	Manchester, NH
03/13/2014	Neuroscience for Clinicians: Brain Changes for Stress, Anxiety, Trauma, Moods and Substance Abuse	PESI	Manchester, NH
05/15/2014	Treatment Resistant Anxiety, Worry & Panic: 60 Effective Strategies	PESI	Manchester, NH
08/11/2014	Attention, Attention Deficit Hyperactivity Disorder and TOVA	APA	Washington, DC
01/26/15	DSM-5: Diagnosis for Psych. And Emot. Disorders in Children and Adolescents	APA Approved	Nashua, NH
2/6/2015	Legal and Ethical Issues in Behavioral Health in NH	APA Approved	Manchester, NH
6/3/2015	Non-Medication Treatments for ADHD	APA Approved	Manchester, NH

PROFESSIONAL AFFILIATIONS - PAST AND PRESENT:

American Psychological Association
 Boston Society for Gerontologic Psychiatry, Inc.
 CHADD - Professional Advisory Board
 EMDR International Association
 Greater Boston OD Network
 International Critical Incident Stress Foundation, Inc.
 International Society of Psychologists
 Legal Task Force for the New Hampshire Association for Mental Health
 National Association of School Psychologists
 National Council on Family Relations
 National Register of Health Service Providers in Psychology

New Hampshire Multiple Sclerosis Society - Advisory Board Member
New Hampshire Psychological Association
New Hampshire Association of School Psychologists
Obsessive Compulsive Disorder Foundation
Society for Family Therapy and Research, Boston, MA

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