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State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

May 21, 2013

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 exercise a two-year contract renewal option with Psychotherapy Associates, Inc., 165 Rochester Hill Road, Rochester, NH (VC#155497-B001) in an amount not to exceed \$17,510.00, increasing the total contract amount from \$27,984.00 to \$45,494.00, for the provision of pre-employment psychological exams of law enforcement personnel (original contract approved by Governor and Council August 19, 2009, #220D, renewed by Governor and Council April 27, 2011, #77, with an amendment approved by Governor and Council February 6, 2013, #61, copies attached). The extension will be effective upon Governor and Council approval for the period of July 1, 2013, through June 30, 2015. Funding source: 38% Turnpike, 9% Highway, 6% Transfer from Other Agencies, 47% Navigational Safety.

Funds are anticipated to be available in the SFY 2014 and SFY 2015 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:

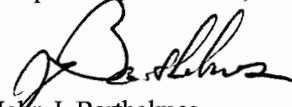
	<u>FY 2014</u>	<u>FY 2015</u>
02-23-23-234015-40030000 Dept of Safety – Division of State Police – Traffic Bureau 020-500271- Current Expenses – Other Medical Services	\$4,120.00	\$4,120.00
02-23-23-234010-42150000 Dept. of Safety – Division of State Police – NHH Security 020-500271 - Current Expenses – Other Medical Services	\$ 515.00	\$ 515.00
02-23-23-234010-50010000 Dept. of Safety – Division of State Police – Watercraft Safety 020-500271 - Current Expenses – Other Medical Services	<u>\$4,120.00</u>	<u>\$4,120.00</u>
TOTAL	\$8,755.00	\$8,755.00

Explanation

This contract is the second of two (2), two (2) year extensions approved in the original contract to cap potential price increases with no more than a three (3) percent increase each term in an effort to save money. Psychotherapy Associates was the only vendor who responded to a request for proposal and submitted the only qualifying bid for the original contract.

This contract will provide for pre-employment psychological examinations for State Police Probationary Trooper, Marine Patrol Officer Trainee, and New Hampshire Hospital Campus 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)*.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety



Subject: Pre-employment psychological testing FORM NUMBER P-37 (version 1/09)

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 Dr., Concord, NH 03305	
1.3 Contractor Name Psychotherapy Associates, Inc.		1.4 Contractor Address 165 Rochester Hill Rd., Rochester, NH 03867	
1.5 Contractor Phone Number (603) 332-8782	1.6 Account Number Pls see Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation Not to exceed \$17,510.00
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>[Signature]</i>		1.12 Name and Title of Contractor Signatory PA-17. PRESIDENT	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stafford</u> On <u>5-22-13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved 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 <i>[Signature]</i> COMMISSION EXPIRES JAN. 25, 2017			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <i>[Signature]</i> 5-22-13		1.15 Name and Title of State Agency Signatory John Beaulme 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) By: <i>[Signature]</i> On: 5/28/13			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials ML
 Date 3/12/13

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials

Date 3/17/13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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 NA

Date 3/17/13

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

EXHIBIT A

Psychotherapy Associates, Inc. of Rochester, NH is being contracted by the Department of Safety, Divisions of State Police, and Safety Services to provide psychological testing as required by *New Hampshire Police Standards and Training Council's Recommended Guidelines for Recruit Academy Psychological Examinations (Pol 301 08)*. 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 score and report to the State the results of the test battery in no less than 24 and no more than 72 hours. Interviews of the applicant are required only if the State deems it necessary. Vendor should include samples of exam reports/findings for review by the State.

The contract will become effective July 1, 2013 upon Governor and Council approval through June 30, 2015.

EXHIBIT B

The Contractor agrees to invoice the Department of Safety for examinations performed (\$103.00) 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 2014</u>	<u>FY 2015</u>
02-23-23-234010-4003	Dept of Safety – Division of State Police – Traffic Bureau		
020-500271		\$4,120.00	\$4,120.00
Current Expenses – Other Medical Services			
02-23-23-234010-4215	Dept. of Safety - Division of State Police - NHH Security		
020-500271		\$ 515.00	\$ 515.00
Current Expenses – Other Medical Services			
02-23-23-235010-5001	Dept. of Safety – Division of State Police - Watercraft Safety		
020-500271		<u>\$4,120.00</u>	<u>\$4,120.00</u>
Current Expenses – Other Medical Services			
TOTAL		\$8,755.00	\$8,755.00

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.

Contractor's initials lp

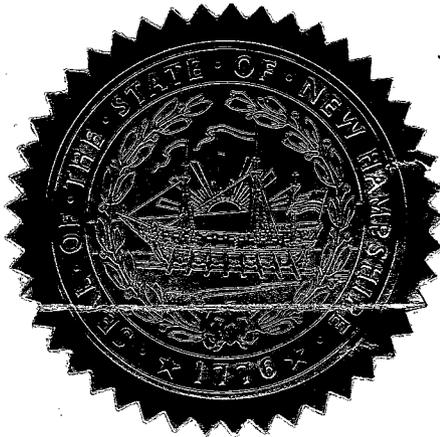
Date 5/17/13

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 Psychotherapy Associates, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on October 7, 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 17th day of May, A.D. 2013

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

William M. Gardner
Secretary of State

PSYCHOTHERAPY ASSOCIATES, Inc.

165 Rochester Hill Road
Rochester, New Hampshire 03867-1728
Telephone: (603) 332-8782
Fax: (603) 332-8004

May 13, 2013

Certificate of Board Vote

This is to certify that Stephen J. Seeman, President, is authorized to sign form p-37 as attached from the NH Dept. of Safety, State Police.



Stephen J. Seeman, President
Psychotherapy Associates, Inc.
165 Rochester Hill Rd.
Rochester, N.H. 03867

Ph: 603 332-8782

PSYCHOTHERAPY ASSOCIATES, Inc.

165 Rochester Hill Road
Rochester, New Hampshire 03867-1728
Telephone: (603) 332-8782
Fax: (603) 332-8004

March 18, 2013

CERTIFICATE OF VOTE

This is to affirm a vote taken by all board members of Psychotherapy Associates, Inc. (PAI) that an agreement has been entered into on Sunday, March 17, 2013. The agreement is between PAI and the State of New Hampshire Department of Safety, Division of State Police and Department of Safety, Marine Patrol. The Department of Safety is at 33 Hazen Drive, Concord, N.H. 03305 and the N.H. Marine Patrol is at 31 Dock Road, Gilford, N.H. 03249-7627.

This vote has not been altered, amended, or revoked.

Affirmed by the only and sole corporate officer, Stephen J. Seeman.



Stephen J. Seeman, Ph.D.
President and sole corporate officer



CERTIFICATE OF LIABILITY INSURANCE

OP ID: GG

DATE (MM/DD/YYYY)

05/15/13

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).

PRODUCER Bernier Insurance, Inc. 32 Wakefield Street PO Box 1268 Rochester, NH 03866-1268 Gloria Gagnon	Phone: 603-335-2345	CONTACT NAME:	
	Fax:	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #: PSYCA-1	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Psychotherapy Associates, Inc. 165 Rochester Hill Road Rochester, NH 03867	INSURER A: Peerless Insurance	24198	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		BOP9629754	08/04/12	08/04/13	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 15,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS					\$	
	<input type="checkbox"/> NON-OWNED AUTOS					\$	
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$	
	DEDUCTIBLE					\$	
	RETENTION \$					\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	WC9308471	03/01/13	03/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y				N/A	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Doctor's office. Company President Stephen Seeman is excluded from WC coverage.

CERTIFICATE HOLDER COPY	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 Gloria Gagnon



ACE American Insurance Company

**Psychologists' Professional Liability
Claims Made Insurance
Policy Declarations**

PRODUCER NUMBER	273865
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DATE OF ISSUE	February 14, 2013
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**PSYCHOLOGISTS' PROFESSIONAL LIABILITY
CLAIMS MADE INSURANCE POLICY**

THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING GROUP ASSOCIATION

Item	POLICY/CERTIFICATE NUMBER: 58G22624209			
1.	Named Insured: Address: City, State & Zip Code:	Dr. Stephen Seeman 165 Rochester Hill Rd Rochester, NH 03867 1728		
2.	Policy Period: 12:01 A.M. local time at the address shown in Item 1.	From: 03/01/2013	To: 03/01/2014	
3.	COVERAGE	LIMITS OF LIABILITY		PREMIUM
	Professional Liability Wrongful Employment Practices	\$1,000,000 Each Incident	\$3,000,000 Aggregate \$5,000 Aggregate	
	Licensing Board Defense Other Governmental Regulatory Body Defense Deposition Expense Premises Medical Payment Assault and/or Battery Loss of Earnings	\$50,000 per Proceeding \$10,000 per Proceeding \$5,000 per Insured \$2,500 per Person \$500 per Day, per Insured	REIMBURSEMENTS \$75,000 Aggregate \$1,000 Aggregate \$15,000 Aggregate Per Incident	
Surcharge(s)				
Total Premium				\$796.00
4.	Retroactive Date	03/01/2007		
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). PF15215a, PF33748, PF15217a (05/07), CC-1K11g (01/11), PF15245a, PF15224a, PF15279a, PF17914 (02/05),			
6.	Notice of claim should be sent to: Trust Risk Management Services, Inc. 181 W Madison St Ste 2900 Chicago, IL 60602	All other correspondence should be sent to: Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674		
7.	REPRESENTATIVE:	Agent or broker: Office address: City, State, Zip Website: Phone:	Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674 www.apait.org 1.877.637.9700	

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)

SP-SS-12-2012-01



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

RQH 134346

December 18, 2012

SAC # 61
02-06-2013

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

Requested Action

Pursuant to Title 1, 4:15, authorize the Department of Safety, Division of State Police, to enter into a second amendment to an existing contract with Psychotherapy Associates, Inc. (VC#96363), Rochester, NH by increasing the total amount by \$2,000.00, from \$25,984.00 to \$27,984.00. All other terms and conditions of the contract remain the same. The original contract was approved by Governor and Council on August 19, 2009, item #220D and amended April 27, 2011, item #77. Effective upon Governor and Council approval through June 30, 2013. Funding source: 81% Highway, 19% Turnpike.

Funds are available in the SFY 2013 operating budget as follows:

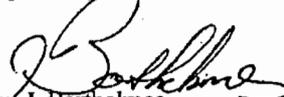
	<u>SFY 2013</u>
02-23-23-234015-40030000 Dept of Safety – Division of State Police – Traffic Bureau	
020-500271 Current Expenses – Other Medical Services	\$2,000.00

Explanation

This contract is being amended due to the increase in the number of qualified applicants for State Police probationary trooper positions. A total of 21 candidates were tested in the FY10-FY11 biennium; in this biennium, there have been a total of 44 candidates as of December 14, 2012. The original contract is financed by three bureaus within the Division of State Police. This amendment only pertains to the Traffic Bureau.

Psychotherapy Associates, Inc. conducts the pre-employment psychological examinations for State Police probationary troopers, New Hampshire hospital security officers, and Marine Patrol officer trainees as required for all applicants by New Hampshire statutes and Police Standards and Training Council's Recommended Guidelines for Recruit Academy Medical Examinations, which states in part, "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." A copy of Pol. 301.07 is attached.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

Contract Amendment

Increase to Amount of Contract
(Purpose for Contract Amendment)

Psychotherapy Associates
(Contractor)

It is hereby agreed that the current contract, approved April 27, 2011, between Psychotherapy Associates, as "Contractor" and the New Hampshire Department of Safety, Division of State Police as "State," for the provision of pre-employment psychological exams of law enforcement personnel, is amended as follows:

To increase the contract by \$2,000.00.

[Signature]
(Contractor)

By: STEPHEN A. SEEMAN

Title: PRESIDENT

Company: PSYCHOTHERAPY ASSOC. INC.

State of: N.H.

County of: Strafford

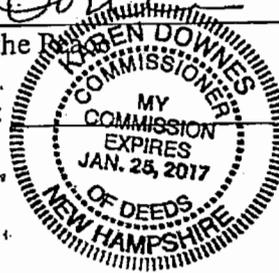
On the 19 day of November, 2012 there appeared before me in the state and county foresaid, a person who satisfactorily identified himself as Stephen Seeman and acknowledged that he executed this document.

In witness whereof, I hereunto set my hand and official seal.

Karin Downes
Notary Public/Justice of the Peace

My Commission Expires:

(Affix Seal)



STATE OF NEW HAMPSHIRE

By: Steve Kowda, Arthur J. Smith Title: _____

The foregoing contract, having been reviewed by this office, is approved as to form, substance and execution

OFFICE OF THE ATTORNEY GENERAL

By: David M. Holt Assistant Attorney General On: 12/31/12

Governor and Council of New Hampshire

On: _____

Signed: _____ Title: _____



JOHN J. BARTHELMES
COMMISSIONER

State of New Hampshire

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

H/c to Dott 4/14/11

*G & C 4-27-11
77*

March 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety, Divisions of State Police to exercise a two-year renewal option to contract with Psychotherapy Associates (VC# 155497) in an amount not to exceed \$13,184.00 resulting in a total contract increase from \$12,800.00 to \$25,984.00 (original contract approved by G&C August 19, 2009 #220D) for the provision of pre-employment psychological exams of law enforcement personnel with the option to renew for one (1) two (2) year term with no more than a three (3) percent increase per said term, as agreed upon by the Contractor and State, at time of extension, not to exceed beyond June 30, 2015. Effective Governor and Council approval the contract extension will become effective July 1, 2011 through June 30, 2013. Funding source: 28% Highway, 6% Turnpike, 33% Transfers from other Agency (DHHS 70% General Funds / 30% Federal Funds) and 33% Navigation Safety.

Funds are anticipated to be available in the SFY 2012 and SFY 2013 upon the availability and continued appropriation of funds in the future operating budgets as follows with authority to adjust encumbrances on each of the State Fiscal years through the Budget Office if needed and justified.

	<u>SFY 2012</u>	<u>SFY 2013</u>
02-23-23-234010-4003 020-500271 Dept of Safety – Division of State Police – Traffic Bureau Current Expenses – Other Medical Services	\$2575.00	\$2575.00
02-23-23-234010-4215 020-500271 Dept. of Safety - Division of State Police - NHH Security Current Expenses – Other Medical Services	\$824.00	\$824.00
02-23-23-235010-5001 020-500271 Dept. of Safety – Division of Safety Services – Watercraft Safety Current Expenses – Other Medical Services	<u>\$3193.00</u>	<u>\$3193.00</u>
TOTAL	<u>\$6,592.00</u>	<u>\$6,592.00</u>

Explanation

This contract extension is the first of two (2), two (2) year extensions approved in the original contract to cap potential price increases with no more than a three (3) percent increase each term in an effort to save money. Psychotherapy Associates, Inc. was the only vendor who responded to a Request for Proposal and submitted the only qualifying bid for the original contract.

This contract will provide for pre-employment psychological examinations for State Police Probationary Troopers, New Hampshire Hospital Security Officers, and Marine Patrol Officer Trainees, as required for all applicants by New Hampshire Police Standards and Training Council's Recommended Guidelines for Recruit Academy Medical Examinations (Pol301.014). These services concern the pre-employment prescribed psychological examinations for personnel who may become employees of the Department of Safety, Divisions of State Police or Safety Services.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

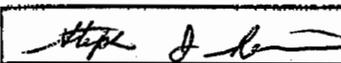
Subject: Pre-employment psychological testing FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name <u>Dept of Safety, Div of State Police</u>		1.2 State Agency Address <u>33 Hazen Drive, Concord, NH 03305</u>	
1.3 Contractor Name <u>Psychotherapy Associates, Inc.</u>		1.4 Contractor Address <u>165 Rochester Hill Rd, Rochester, NH 03867</u>	
1.5 Contractor Phone Number <u>(603) 332-0782</u>	1.6 Account Number <u>Pls see Exhibit C</u>	1.7 Completion Date <u>June 30, 2013</u>	1.8 Price Limitation <u>Not to exceed \$13184.00</u>
1.9 Contracting Officer for State Agency <u>Colonel Robert L. Quinn</u>		1.10 State Agency Telephone Number <u>(603) 223-8594</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>STEPHEN J. SEEMAN, PRESIDENT</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stafford</u> On <u>2/10/2011</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 1.13.2.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Karen Don</u>			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
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) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials *AS*
Date *2/10/11*

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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.

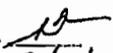
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials 
Date 2/10/11

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

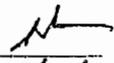
Contractor Initials 
Date: 2/10/11

Exhibit A

Psychotherapy Associates, Inc. of Rochester, NH is being contracted by the Department of Safety, Divisions of State Police, and Safety Services to provide psychological testing as required by *New Hampshire Police Standards and Training Council's Recommended Guidelines for Recruit Academy Psychological Examinations (Pol 301.08)*. 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 score and report to the State the results of the test battery in no less than 24 and no more than 72 hours. Interviews of the applicant are required only if the State deems it necessary. Vendor should include samples of exam reports/findings for review by the State.*

This contract will be effective July 1, 2011 through June 30, 2013. The contract may be extended for one two-year term at the option of the State alone with no more than a three (3) percent increase.

Exhibit B

The Contractor agrees to invoice to the Department of Safety separately for examinations performed for the Division of Safety Services and the Division of State Police for each individual candidate after each has been processed completely. The Contractor further agrees not to exceed the contract total of \$13184.00 for the contract period ending June 30, 2013. 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 2012</u>	<u>FY 2013</u>
02-23-23-234010-4003-020-500271	\$2575.00	\$2575.00
Current Expenses - Other Medical Services		
Dept of Safety - Division of State Police - Traffic Bureau		
02-23-23-234010-4215-020-500271	\$824.00	\$824.00
Dept of Safety - Division of State Police - NHH Security		
Current Expenses - Other Medical Services		
02-23-23-235010-5001-020-500271	<u>\$3193.00</u>	<u>\$3193.00</u>
Dept of Safety - Division of Safety Services - Watercraft Safety		
Current Expenses - Other Medical Services		
TOTAL	\$6592.00	\$6592.00

Contractor's initials *[Signature]*

Date *2/10/11*

Exhibit C

Both parties agree to amending section 14.1.1 of the P-37 amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence. This is deemed to be sufficient given the nature of the contract.

Contractor's Initials

Date RS
2/10/11

12-Budget to Karen 8-09-09
OK Rev DZ 8-11-09

State of New Hampshire Rev

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

G+C 8-19-09 #220D

JOHN J. BARTHELMES
COMMISSIONER

July 28, 2009

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety to enter into a two year contract with Psychotherapy Associates, Inc., Rochester, NH (VC#155497), not to exceed \$12,800 for the provision of pre-employment psychological exams of law enforcement personnel with the option to renew for two (2), two (2) year terms as agreed upon by the Contractor and State, at the time of extension, not to exceed beyond June 30, 2015. Effective upon Governor and Council approval through June 30, 2011. Funding source: 28% Highway, 6% Turnpike, 33% Transfers from other Agency and 33% Navigation Safety.

Funds are available in the SFY 2010 and SFY 2011 operating budgets as follows:

	<u>SFY 2010 Funding</u>	<u>SFY 2011 Funding</u>
02-23-23-234010-4003 - Dept of Safety - Division of State Police - Traffic Bureau 020-500271 Current Expenses - Other Medical Services	\$ 2,500	\$ 2,500
02-23-23-234010-4215 - Dept. of Safety - Division of State Police - NHH Security 020-500271 Current Expenses - Other Medical Services	\$ 800	\$ 800
02-23-23-235010-5001 - Dept. of Safety - Division of Safety Services - Watercraft Safety 020-500271 Current Expenses - Other Medical Services	\$ 3,100	\$ 3,100
TOTAL	\$ 6,400	\$ 6,400

Explanation

This contract will provide for pre-employment psychological examinations for State Police Probationary Troopers, New Hampshire Hospital Security Officers, and Marine Patrol Officer Trainees, as required for all applicants by New Hampshire Statutes and Police Standards and Training Rules.

This contract includes the option for two (2), two (2) year extensions. By including these extensions, the State Police has been able to cap potential price increases in an effort to save money. At the same time, if the economy turns and prices decrease, the State is under no obligation and will be able to go out to bid.

Psychotherapy Associates, Inc. is the only vendor who responded to a Request for Proposals and submitted the only qualifying bid. Advertisements were placed in the Manchester Union Leader May 20, 21 and 22, 2009, as well as on the Administrative Services website.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

Subject: Pre-employment psychological testing

FORM NUMBER P-37 (version 1/09)

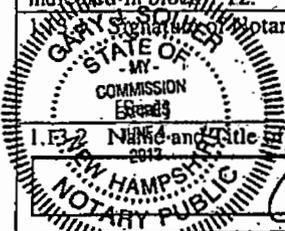
AGREEMENT

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 Dr, Concord, NH 03305	
1.3 Contractor Name Psychotherapy Associates, Inc.		1.4 Contractor Address 165 Rochester Hill Rd, Rochester, NH 03867	
1.5 Contractor Phone Number (603) 332-8782	1.6 Account Number Pls see Exhibit C	1.7 Completion Date June 30, 2011	1.8 Price Limitation Not to exceed \$12,800.00
1.9 Contracting Officer for State Agency Colonel Frederick H. Booth		1.10 State Agency Telephone Number (603) 271-3296	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory STEPHEN J. SEEMAN, Ph.D. PRES.	
1.13 Acknowledgement: State of <u>NH</u> County of <u>Stratford</u> On <u>June 23, 2009</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 or Justice of the Peace <i>[Signature]</i>			
1.13.2 Name and Title of Notary or Justice of the Peace Gary J. Swier Notary Public			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory Wesley J. Colby Dir of Admin	
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) By: <i>[Signature]</i> On: 8/3/09			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

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

EXHIBIT A

Psychotherapy Associates, Inc. of Rochester, NH is being contracted by the Department of Safety, Divisions of State Police, and Safety Services to provide psychological testing as required by *New Hampshire Police Standards and Training Council's Recommended Guidelines for Recruit Academy Psychological Examinations (Pol 301.08)*. 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 score and report to the State the results of the test battery in no less than 24 and no more than 72 hours. Interviews of the applicant are required only if the State deems it necessary. Vendor should include samples of exam reports/findings for review by the State.*

The contract will become effective upon Governor and Council approval through June 30, 2011. The contract may be extended for two (2) year terms at the option of the State alone with no more than a three (3) percent increase per each term.

EXHIBIT B

The Contractor agrees to invoice to the Department of Safety separately for examinations performed for the Division of Safety Services and the Division of State Police for each individual candidate after each has been processed completely. The Contractor further agrees not to exceed the contract total of \$12,800 for the contract period ending June 30, 2011. The State of New Hampshire agrees to make payment within 45 days of receipt of such invoices.

EXHIBIT C

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

		<u>FY 2010</u>	<u>FY 2011</u>
02-23-23-234010-4003 020-500271 Current Expenses – Other Medical Services	Dept of Safety – Division of State Police – Traffic Bureau	\$2,500.00	\$2,500.00
02-23-23-234010-4215 020-500271 Current Expenses – Other Medical Services	Dept. of Safety - Division of State Police - NHH Security	\$ 800.00	\$ 800.00
02-23-23-235010-5001 020-500271 Current Expenses – Other Medical Services	Dept. of Safety – Division of Safety Services - Watercraft Safety	<u>\$3,100.00</u>	<u>\$3,100.00</u>
TOTAL		\$6,400.00	\$6,400.00

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.