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STATE OF NEW HAMPSHIRE

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

OFFICE OF THE EXECUTIVE DIRECTOR

Deanna E. Jurius
Executive Director

Heather A. Kelley
Director

7 EAGLE SQUARE, CONCORD, NH 03301-4980
Telephone: 603-271-2152
TDD Access: Relay NH 1-800-735-2964
www.oplc.nh.gov

December 4, 2024

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification (OPLC) to exercise a **Retroactive** contract renewal option with Gerald P. Koocher, Ph.D., L.P., ABPP, (VC# 392529), of Chestnut Hill, MA, for Psychology Consultant Services, extending the completion date from December 31, 2024 to December 31, 2025, with no change to the price limitation. The original contract was approved by the Governor and Executive Council on March 23, 2022 (item# 58), and subsequently amendment by the Governor and Executive Council on October 18, 2023 (item# 47). 100% Agency Funds.

EXPLANATION

This request is **Retroactive** due to an error discovered within the request letter that has been corrected and the letter resubmitted, which did not allow for the item be presented to Governor and Executive Council prior to its effective date. As previously stated, the original contract was approved by the Governor and Executive Council on March 23, 2022 (item# 58). It was subsequently amendment by the Governor and Executive Council on October 18, 2023 (item# 47).

OPLC requests approval of this contract extension in an effort to maintain investigative services for The Board of Psychology, pursuant to RSA 329-B. Furthermore, RSA 310:4, I authorizes OPLC to "…contract for the services of investigators…" in efforts to preserve the impartiality of individual board member and limit the number of recusals of board members for adjudication. The Contractor shall assist OPLC staff as needed, in the timely and proficient review process of complaints, claims, suits, and other issues involving licensees where the safety of the public could be adversely affected. This is the final extension option available in Dr. Koocher's contract, subsequently OPLC intends to acquire replacement contracts for this type of expert consultant through the method of competitive bidding in the future.

In the event that Agency funds become no longer available, General Funds will not be requested to support this program.

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Gerald P. Koocher, Ph.D., L.P., ABPP.

Respectfully submitted,

Deanna E. Jurius
Executive Director

State of New Hampshire
Office of Professional Licensure and Certification
Amendment #2

This Amendment to the Psychology Consultant Services contract is by and between the State of New Hampshire, Office of Professional Licensure and Certification ("State" or "OPLC") and Gerald P. Koocher, Ph.D, ABPP ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2022 (Item #58), as amended on October 18, 2023 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2025

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Jesse G. Wilcox, Contracts Administrator.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Office of Professional Licensure and Certification

11/26/24
Date

Deanna E. Jurius
Name: Deanna E. Jurius
Title: Executive Director

Contractor

10/23/2024
Date

Gerald P. Koocher
Name: Gerald P. Koocher
Title: Ph.D, ABPP

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/4/24
Date

Christen Lavers
Name:
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 11/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Trust Risk Management Services, Inc	
Trust Risk Management Services, Inc. doing business in MA as TRMS Insurance Agency 1791 Paysphere Circle Chicago, IL 60674	PHONE (A/C, No, Ext): 877.637.9700	FAX (A/C, No): 877.251.5111
	EMAIL ADDRESS: info@trustrms.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
INSURED Gerald Koocher Chestnut Hill, MA 02467 3158	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS–COMP/OP AGG	$
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per Person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐	N / A					E.L.EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Psychologist's Professional Liability Retroactive Date: 02/01/1992			58G22194914	02/01/2024	02/01/2025	Each Incident Annual Aggregate	$1,000,000 $4,000,000

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

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire-OPLC 7 Eagle Square Concord, NH, 03301	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 Sheila LeBeau

NEW HAMPSHIRE OPLC
Office of Professional Licensure and Certification

State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

Board of Psychologists

Pursuant to RSA 310:8, I - this is to certify that

GERALD P KOOCHER

is licensed to practice as a(n)

Psychologist

LICENSE NO. 319
EXPIRATION DATE: 06/30/2025

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STATE OF NEW HAMPSHIRE

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

OFFICE OF THE EXECUTIVE DIRECTOR

Lindsey B. Courtney, J.D.
Executive Director

Heather A. Kelley
Director

7 EAGLE SQUARE, CONCORD, NH 03301-4980
Telephone: 603-271-2152
TDD Access: Relay NH 1-800-735-2964
www.oplc.nh.gov

September 6, 2023

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

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification, to exercise a renewal option to an existing contract with Gerald P. Koocher, Ph.D., L.P., ABPP, of Chestnut Hill, MA (Vendor No. 392529) for psychology consultant services, which includes the option to extend services for two (2) additional one (1) year periods, by extending the completion date from December 31, 2023 to December 31, 2024, upon Governor and Executive Council approval. 100% Agency Funds.

The original contract was approved by Governor and Executive Council on March 23, 2022 (Item #58).

Funds are available in FY 2024 and FY 2025 as follows, with the ability to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

01-21-21-211010-24040000	**FY 2024**	**FY 2025**
46-500462 Consultant	**$7,500.00**	**$7,500.00**

EXPLANATION

RSA 329-B:22, I directs the Board of Psychology to "investigate possible misconduct by licensees and other matters within the scope of this chapter." RSA 310:4, I authorizes OPLC to "contract for the services of investigators . . . ." To preserve the impartiality of individual board members and limit the number of recusals of board members for adjudication, the consultant will assist OPLC staff in reviewing and investigating possible violations of the Psychologists Practice Act, RSA 329-B.

Based on the foregoing, I am respectfully recommending approval of the contract with Gerald P. Koocher, Ph.D. ABPP of Chestnut Hill, MA.

Respectfully submitted,

Lindsey B. Courtney
Executive Director

State of New Hampshire
Office of Professional Licensure and Certification
Amendment #1 to the
Psychology Consultant Contract

This Amendment to the Psychology Consultant Contract is by and between the State of New Hampshire, Office of Professional Licensure and Certification ("State" or "OPLC") and Gerald P. Koocher, Ph.D., L.P., ABPP ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2022 (Item #58), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, Amendment, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement; increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2024.

State of New Hampshire
Office of Professional Licensure and Certification
Amendment #1 to the
Psychology Consultant Contract

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Office of Professional Licensure and Certification

9/11/2023
Date

for
Name: Lindsey B. Courtney
Title: Executive Director

Gerald P. Koocher, Ph.D., L.P., ABPP

Aug 29, 2023
Date

Name:
Title:

State of New Hampshire
Office of Professional Licensure and Certification
Amendment #1 to the
Psychology Consultant Contract

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/15/23
Date

Christopher Bond
Name: Christopher G. Bond
Title: Associate Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

AMICA MUTUAL INSURANCE COMPANY

Lincoln, Rhode Island

DECLARATIONS — **PERSONAL UMBRELLA LIABILITY POLICY NO. 7312202125**

NAMED INSURED AND ADDRESS

Gerald P. Koocher and

POLICY PERIOD: 12:01 A.M., STANDARD TIME
From: December 2, 2022
To: December 2, 2023

E-POLICY EMAIL:

WE WILL PROVIDE THE INSURANCE DESCRIBED IN THIS POLICY IN RETURN FOR PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY:

POLICY LIMIT

LIABILITY COVERAGE: $5,000,000 IN EXCESS OF UNDERLYING INSURANCE

DEDUCTIBLE: $500
LOSS ASSESSMENT DEDUCTIBLE: $50,000
LIABILITY COVERAGE PREMIUM: $1,048.00

REQUIRED MINIMUM LIMITS FOR UNDERLYING INSURANCE ARE LISTED ON THE REVERSE SIDE OF THIS FORM.

THESE DECLARATIONS TOGETHER WITH POLICY JACKET AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

SCHEDULE OF UNDERLYING INSURANCE

DESCRIPTION		LIMITS OF INSURANCE
A. AUTO LIABILITY	BODILY INJURY: $250,000 EACH PERSON	$500,000 EACH ACCIDENT
	PROPERTY DAMAGE:	$100,000 EACH ACCIDENT
AUTO LIABILITY	BODILY INJURY: $300,000 EACH PERSON	$500,000 EACH ACCIDENT
	PROPERTY DAMAGE:	$100,000 EACH ACCIDENT
B. PERSONAL LIABILITY		$300,000 EACH OCCURRENCE
C. WATERCRAFT LIABILITY		NONE

FORM AND ENDORSEMENTS MADE PART OF THIS POLICY AT TIME OF ISSUE:

DL 98 01 10 06 PERSONAL UMBRELLA LIABILITY POLICY
PU 00 01 10 11 AMENDMENT OF POLICY PROVISIONS
DL 98 17 04 02 EXCLUSION - FUNGI, WET OR DRY ROT, OR BACTERIA ENDORSEMENT
DL 99 12 10 15 PUBLIC OR LIVERY CONVEYANCE EXCLUSION ENDORSEMENT

This policy shall not be valid unless countersigned by our authorized agent or representative.

Countersigned by Dinari DeRart

Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 09/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Trust Risk Management Services, Inc
Trust Risk Management Services, Inc. doing business in MA as TRMS Insurance Agency 1791 Paysphere Circle Chicago, IL 60674	PHONE (A/C, No, Ext): 877.637.9700 FAX (A/C, No): 877.251.5111 EMAIL ADDRESS: info@trustrms.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: ACE American Insurance Company — 22667
INSURED Gerald Koocher Chestnut Hill, MA 02467 3158	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS–COMP/OP AGG	$
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per Person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Psychologist's Professional Liability Retroactive Date: 02/01/1992			58G22194914	02/01/2023	02/01/2024	Each Incident Annual Aggregate	$1,000,000 $4,000,000

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

CERTIFICATE HOLDER

State of New Hampshire-OPLC
7 Eagle Square
Concord, NH, 03301

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

Sheila LeBeau

STATE OF NEW HAMPSHIRE
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
DIVISION OF ADMINISTRATION
7 Eagle Square
Concord, NH 03301
Telephone 603-271-3800 · Fax 603-271-0597

Lindsey B. Courtney
Executive Director

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January 31, 2022

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

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification, to enter into an agreement with Gerald P. Koocher, Ph.D., ABPP, of Chestnut Hill, MA (Vendor No. 392529) for psychology consultant services for an amount not to exceed $30,000.00. This contract is a result of competitive RFP 2022-07. This contract shall be effective upon Governor and Executive Council Approval and extend through December 31, 2023, with the option to extend for two (2) one-year periods. 100% Agency Funds.

Funds to support this request are available in SFY22 and SFY23 and contingent upon availability and continued appropriations in SFY24 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

	FY 2022	FY 2023	FY 2024
01-21-21-211010-24040000			
46-500462 Consultant	$7,500.00	$15,000.00	$7,500.00

EXPLANATION

RSA 329-B:22, I directs the Board of Psychology to "investigate possible misconduct by licensees and other matters within the scope of this chapter." RSA 310-A:1-d, I authorizes OPLC to "contract for the services of investigators . . . ." To preserve the impartiality of individual board members and limit the number of recusals of board members for adjudication, the consultant will assist OPLC staff in reviewing and investigating possible violations of the Psychologists Practice Act, RSA 329-B.

Based on the foregoing, I am respectfully recommending approval of the contract with Gerald P. Koocher, Ph.D. ABPP of Chestnut Hill, MA.

Respectfully submitted,

Lindsey B. Courtney
Executive Director

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 7 Eagle Square, Suite 200 Concord, NH 03301	
1.3 Contractor Name Gerald P. Koocher, Ph.D., ABPP		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number 010-022-2100-24040000-46-500462	1.7 Completion Date December 31, 2023	1.8 Price Limitation $30,000.00
1.9 Contracting Officer for State Agency Heather Kelley		1.10 State Agency Telephone Number 603-271-0142	
1.11 Contractor Signature Date: 11/15/2021		1.12 Name and Title of Contractor Signatory Gerald P. Koocher (owner/sole proprietor)	
1.13 State Agency Signature Date: 11.22.21		1.14 Name and Title of State Agency Signatory Lindsey B. Courtney, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Lorrie A Rudis		Director, On: 1/24/2022	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 2/22/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials GPK
Date 11-15-21

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 MHC
Date 11-15-21

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials MMK
Date 11-15-21

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials MPK
Date 11-16-21

EXHIBIT A
SPECIAL PROVISIONS

The provisions of Paragraph 14, of the General Provisions, Form P-37, are deleted as inapplicable.

This Agreement can be extended for two additional one-year periods at the State's discretion, by mutually executed written amendment to this Agreement by the Parties.

Contractor Initials
Date 11-13-24

EXHIBIT B
SCOPE OF SERVICES

The Psychology Consultant shall be responsible for investigating quality of care issues including, but not limited to, malpractice suits, matters of incompetence, unprofessional conduct, consumer complaints, and other issues which may constitute violations of RSA 329-B and/or the Administrative Rules of the Board of Psychology.

The Psychology Consultant must hold a current unrestricted license to practice in the State of New Hampshire. Previous experience in quality assurance, medical/legal investigations are recommended but not required. Must have good written and oral communication skills and be able to effectively interact with varied and diverse groups.

The Psychology Consultant is expected to assist with a maximum of five (5) investigations per month. Work hours for one investigation may not be subdivided among groups of providers or individual providers in the same practice group.

More specific duties include:

- Assist OPLC staff as needed and/or when directed by the Board in the timely review process of complaints, claims, suits and other issues involving licensee where the public could be adversely affected.
- Assist OPLC staff in setting up and completing unannounced inspections.
- Review information received to ensure that all materials are in order and ready for Board Review. Examples of information to be reviewed include, but is not limited to: office records, responses, reports from other agencies or states.
- Recruit and maintain a list of outside expert reviewers.
- Complete and write up reports of investigation.
- Assist and work with them in performing investigations.

Contractor Initials MM
Date 11-15-21

EXHIBIT C

PRICE AND PAYMENT SCHEDULE

The contract price shall not exceed $30,000.00 during the term of the contract.

The Contractor shall be paid at an hourly rate of $60.00 per hour with a maximum of $250 per investigation. The Contractor shall submit invoices to the Board on a monthly basis in sufficient detail and will include, as a minimum, the number of hours worked and the nature of the work performed. All Board-approved invoices submitted for payment will be paid within 30 days of receipt.

Contractor Initials MM
Date 11-15-21

AMICA MUTUAL INSURANCE COMPANY

Lincoln, Rhode Island

DECLARATIONS — **PERSONAL UMBRELLA LIABILITY POLICY NO. 7212202117**

NAMED INSURED AND ADDRESS

Gerald P. Koocher and

2nd

POLICY PERIOD: 12:01 A.M., STANDARD TIME
From: December 2, 2021
To: December 2, 2022

E-POLICY EMAIL:
koocher@gmail.com

WE WILL PROVIDE THE INSURANCE DESCRIBED IN THIS POLICY IN RETURN FOR PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY:

POLICY LIMIT

LIABILITY COVERAGE: $5,000,000 IN EXCESS OF UNDERLYING INSURANCE

DEDUCTIBLE: $500
LOSS ASSESSMENT DEDUCTIBLE: $50,000
LIABILITY COVERAGE PREMIUM: $1,048.00

REQUIRED MINIMUM LIMITS FOR UNDERLYING INSURANCE ARE LISTED ON THE REVERSE SIDE OF THIS FORM.

THESE DECLARATIONS TOGETHER WITH POLICY JACKET AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

SCHEDULE OF UNDERLYING INSURANCE

DESCRIPTION		LIMITS OF INSURANCE
A. AUTO LIABILITY	BODILY INJURY: $300,000 EACH PERSON	$500,000 EACH ACCIDENT
	PROPERTY DAMAGE:	$100,000 EACH ACCIDENT
AUTO LIABILITY	BODILY INJURY: $250,000 EACH PERSON	$500,000 EACH ACCIDENT
	PROPERTY DAMAGE:	$100,000 EACH ACCIDENT
B. PERSONAL LIABILITY		$300,000 EACH OCCURRENCE
C. WATERCRAFT LIABILITY		NONE

FORM AND ENDORSEMENTS MADE PART OF THIS POLICY AT TIME OF ISSUE:

DL 98 01 10 06 PERSONAL UMBRELLA LIABILITY POLICY
PU 00 01 10 11 AMENDMENT OF POLICY PROVISIONS
DL 98 17 04 02 EXCLUSION - FUNGI, WET OR DRY ROT, OR BACTERIA ENDORSEMENT
DL 99 12 10 15 PUBLIC OR LIVERY CONVEYANCE EXCLUSION ENDORSEMENT

This policy shall not be valid unless countersigned by our authorized agent or representative.

Countersigned by Dinari DuPont

Authorized Representative

Independent Contractor Justification Form

1. Describe the services that the individual will perform for your agency.
Investigative Services for quality care issues which may constitute violations of RSA 329-B and/or the Administrative Rules of the Board of Psychology.

2. Does the agency have State employees that perform the same or similar services? ☐ Yes, ☑ No

3. Will the Agency exercise authority over the means by which the service is rendered by:
   a. Setting work hours. ☐ Yes, ☑ No
   b. Setting the work location or providing work space. ☐ Yes, ☑ No
   c. Training the individual in how the services must be performed. ☐ Yes, ☑ No
   d. Supervising how services are rendered. ☐ Yes, ☑ No
   e. Providing tools, materials or office supplies to perform the services. ☐ Yes, ☑ No
   f. Requiring periodic reports on the individual's services. ☐ Yes, ☑ No
   g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants. ☑ Yes, ☐ No

4. Will the individual perform the services exclusively for the agency? ☐ Yes, ☑ No

5. Does the individual use their personal social security number rather than employer identification tax number? ☑ Yes, ☐ No

6. Does the individual hold himself or herself out to be in business for himself or herself, including by being registered with the state as a business and having continuing or recurring business liabilities or obligations? ☑ Yes, ☐ No

7. Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work? ☑ Yes, ☐ No

8. Will the Agency have the right to terminate the relationship at any time? ☐ Yes, ☑ No

9. Can the individual terminate the relationship at any time without liability? ☐ Yes, ☑ No

10. Are the services the individual will provide an independently established trade, occupation, profession, or business? ☑ Yes, ☐ No. Please Identify Psychology investigative services.

Date initial review by DoP: 01/24/2022 Date final review by DoP: _____

Initial Approval mgm : Disapproved _____ Final Approval mgm : Disapproved _____

Matt Mavrogeorge Digitally signed by Matt Mavrogeorge Date: 2022.01.24 08:19:13 -05'00'
(Division of Personnel signatory)

Matt Mavrogeorge Digitally signed by Matt Mavrogeorge Date: 2022.01.24 08:19:24 -05'00'
(Division of Personnel signatory)

State of New Hampshire
Office of Professional Licensure and Certification
RFP OPLC 2022-07
Psychology Consultant, New Hampshire Board of Psychology
Vendor Scoring

Vendor Name	Minimum Requirements	Evaluation of the Individual	Pricing	TOTAL
Dr. Koocher	20	80	125	119

Reviewers
Jessica Kallipolites, Director, Division of Enforcement
Ashley Czechowicz, Board Administrator