

State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
DIVISION OF ADMINISTRATION

121 South Fruit Street
 Concord, N.H. 03301-2412
 Telephone 603-271-2152 · Fax 603-271-6702

LINDSEY B. COURTNEY
 Interim Executive Director

HALLIE A. PENTHENY
 Director of Finance



March 20, 2020

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 (OPLC) to amend its contract with the Council on Licensure, Enforcement and Regulation (CLEAR), Nicholas, KY, Vendor #171859, for providing licensing research analysis and subsequently providing recommendations, by extending the completion date from April 30, 2020, to June 30, 2021, effective upon Governor & Council approval. The original Agreement was approved by Governor and Council on October 17, 2018, Item #15A. The requested action is a contract extension only, not a request regarding funding.

EXPLANATION

In June of 2018, OPLC received a Department of Labor, Employment and Training Administration grant award in the amount of \$244,260.00. Receipt of the grant was authorized by the Governor and Council on October 17, 2018. The grant award runs from October 17, 2018, through June 30, 2021.

The purpose of the grant is to permit OPLC to conduct an occupational licensing review and reform analysis on five (5) license categories that encompass 14 occupations and 33 licenses. In 2018, and with the support of grant funding, OPLC contracted with the Council on Licensure, Enforcement and Regulation (CLEAR) to provide licensing research analysis and recommendations. The contract was approved by Governor and Council on October 17, 2018. At present, the contract expires on April 30, 2020.

The overarching goal of the grant and the CLEAR contract is to provide New Hampshire with the means to review and streamline occupational licensing requirements and to promote

His Excellency, Governor Christopher T. Sununu
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March 20, 2020

portability of New Hampshire licenses to and from other states, which is of particular concern to dislocated workers and military families.

Consistent with this, OPLC's contract requires CLEAR to perform certain duties, including but not limited to conducting a comparative analysis of occupational licensing requirements nationwide; recommending interstate licensing compacts that New Hampshire may be able to join; analyzing barriers to workforce entry; and, making recommendations to changes regrading licensure in New Hampshire.

Using the recommendations and information obtained from CLEAR, OPLC will analyze the relevant licensing criteria, potential portability issues, and determine whether licensing requirements are overly broad or burdensome in presenting barriers to specific populations, such as those with criminal records or convicted offenders. This may include consideration of alternative approaches that would be adequate to protect public health and safety.

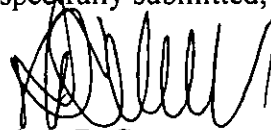
CLEAR has not yet completed all duties noted above. Accordingly, OPLC seeks to amend its contract with CLEAR to extend the timeframe in which its analysis must be completed, and to add the following duties at no additional cost to OPLC:

- Make recommendations regarding the development of a core application to help standardize data collection while allowing customization for unique requirements for each license type;
- Make recommendations to streamline the process for collecting documentation for out-of-state applicants using verifiable electronic processes; and
- Make recommendations to streamline the process for providing documentation to other state licensing boards to support a NH licensee's application to that state.

This amended Agreement has been approved by the Attorney General as to form and execution. Copies of the fully executed amended agreement are on file at the Secretary of State's Office and the Department of Administrative Services.

It is respectfully requested that authority be given to amend this Agreement for consulting services as outlined above.

Respectfully submitted,



Lindsey B. Courtney
Interim Executive Director

AMENDMENT

This Amendment (hereinafter called the "Amendment") dated this 17 day of March, 2020 by and between the State of New Hampshire acting through The Office of Professional Licensure and Certification (OPLC), and the Council on Licensure, Enforcement and Regulations, Inc. (CLEAR), corporation with a place of business at: Nicholasville, KY (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an agreement, approved by Governor and Council on October 17, 2018, item #15A (hereinafter called the "Agreement"), the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein;

WHEREAS, pursuant to the provision of Section 18 of the Agreement's General Provisions (P-37), the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification by the Governor and Council;

WHEREAS, the Contractor and the State have agreed to amend the Agreement in certain respects;

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

1. Amendment To Agreement:

The Agreement is hereby amended by replacing Exhibit A, Scope of Services, and Exhibit B, Payment Terms, with the Exhibits attached hereto.

2. Effective Date of the Amendment:

This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire.

3. Continuance of Agreement:

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initials: SM
Date: 03/17/2020

EXHIBIT A
SCOPE OF SERVICES

The Office of Professional Licensure and Certification (OPLC) will contract with the Council on Licensure, Enforcement and Regulation (CLEAR) for **(26) months** to perform licensing research analysis and subsequently provide recommendations. CLEAR will specifically perform the following duties:

- Conduct a comparative analysis of requirements within each US jurisdiction for the occupations OPLC has selected and determine how New Hampshire's standards line up with standards across the US.
- Review existing or emerging interstate licensing compacts for the selected occupations and develop a report on what it would take for New Hampshire to be able to join.
- Develop a report on the potential benefits and detriments to joining said compacts.
- Analyze the current barriers to entry/mobility within the selected professions and recommend strategies to reduce barriers.
- Review national certifications for identified occupations and compare certification requirements to existing state licensing requirements. Identify areas of overlap and potential gaps between national certification and licensure.
- Conduct a series of five in-person meetings with stakeholders to collect feedback and contribute to the set of reports associated with this project.
- Utilizing the report addressing licensing compacts with other states and feedback from stakeholders; develop a plan for the state of New Hampshire to join interstate licensing compacts where applicable.
- Based on stakeholder feedback and meetings with military organizations/representatives, make recommendations to reduce barriers for this military service members, veterans and military spouses. Conduct a review of best practices employed by other states to reduce barriers for this population
- Based on report addressing barriers, stakeholder input, data from other states and current best practices, develop a set of recommendations on which barriers to former convicted offenders could be removed or lessened.
- Develop a report of recommendations concerning OPLC powers and duties related to original license applicants; out of state applicants; and special populations.
- As needed, make recommendations regarding the development of a core application to help standardize data collection while allowing customization for unique requirements for each license type.
- Make recommendations to streamline the process for collecting documentation for out-of-state applicants using verifiable electronic processes.
- Make recommendations to streamline the process for providing documentation to other state licensing boards to support a NH licensee's application to that state.

Initials: SM
Date: 03/17/2020

- Compile a set of recommendations and rationale based on the research conducted, reports developed and stakeholder feedback. Research legislation and best practices in other states and obtain model legislation when possible for New Hampshire to utilize in the process of drafting legislation. Provide input, review and comment during the process of drafting legislation.
- Assist NH staff with grant and reporting requirements.

Initials: SM
Date: 03/17/2020

EXHIBIT B
PAYMENT TERMS

Total consulting hours and cost (655) x 154.96	\$101,500
Travel for (9) round trips to New Hampshire	\$ 12,150
Administration, supplies and overhead	<u>\$ 11,365</u>
Total cost for contract services	\$125,015

CLEAR will submit nine invoices on a quarterly basis, with the first invoice being issued on December 31, 2018 and the last invoice being issued upon completion of the contract on December 31, 2020. Each invoice will include the number of hours worked for that quarter, the travel expenses and supporting documentation for any consultant trips to New Hampshire and one ninth of the administration, supplies and overhead line item.

Initials: SM
Date: 03/17/2020

EXHIBIT C
SPECIAL PROVISIONS

There are no modifications, additions and/or deletions to Form P-37, General Provisions.

Initials: SM
Date: 03/17/2020

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Jodie Markey
Jodie Markey, Director of Strategic Initiatives
Council on Licensure, Enforcement and Regulation, Inc.

Date: 03/17/2020

(Notary) State of Virginia
County of Fairfax

Acknowledged before me on this 17th day of March 2020, by Jodie Markey

Diana A. Toveresi



Notarized online using audio-video communication

Hallie A. Pentheny
Hallie A. Pentheny, Director of Finance
State of New Hampshire
Office of Professional Licensure and Certification

Date: 3-20-20

Approved as to form, execution and substance by:

J.D. Ladd
Assistant Attorney General
State of New Hampshire, Department of Justice

Date: 3-26-20

Initials: SM
Date: 03/17/2020

State of New Hampshire

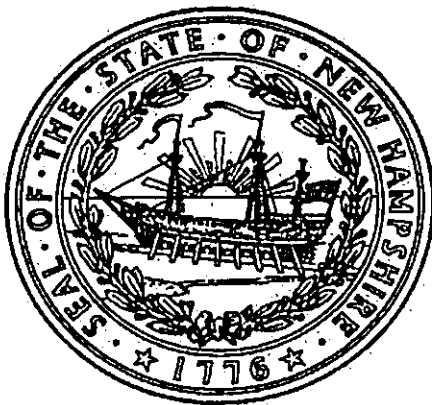
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COUNCIL ON LICENSURE ENFORCEMENT AND REGULATION is a Kentucky Nonprofit Corporation registered to transact business in New Hampshire on October 02, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 804461

Certificate Number: 0004797644



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of February A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

1. Adam Parfitt do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of COUNCIL ON LICENSURE ENFORCEMENT AND REGULATION (CLEAR)
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 10/17/2018
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of

CONSULTING services.

RESOLVED: That the DIRECTOR OF STRATEGIC INITIATIVES
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 17TH day of MARCH, 2020.
(Date Contract Signed)

4. JODIE MARKEY is the duly elected DIRECTOR OF STRATEGIC INITIATIVES
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Adam Parfitt

(Signature of Clerk of the Corporation)

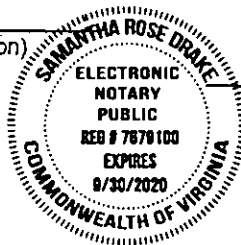
STATE OF Virginia

County of James City

The forgoing instrument was acknowledged before me this 26 day of March, 2020.

By Adam Parfitt
(Name of Clerk of the Corporation)

(NOTARY SEAL)



Samantha Rose Drake

(Notary Public/Justice of the Peace)

Commission Expires: 09/30/2020

CERTIFICATE OF VOTE

(Corporation with Seal)

I, ADAM PARECITO _____, EXECUTIVE DIRECTOR _____ of the
(Corporation Representative Name) (Corporation Representative Title)

COUNCIL ON LICENSES, ENFORCEMENT & REGULATION, do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting EXECUTIVE DIRECTOR _____ of the
(Corporation Representative Title)

COUNCIL ON LICENSES, ENFORCEMENT & REGULATION a KENTUCKY _____ corporation (the
"Corporation");
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

17 day of OCTOBER, 20 18, which meeting was duly held in accordance with

KENTUCKY _____ law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain CONSULTING _____ services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

KYM AYSROUGH _____ President Name

GINNY HANRAHAN _____ Vice President Name

_____ Treasurer Name

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/03/2019

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

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

PRODUCER J Smith Lanier & Co Lexington PO Box 2030 360 East Vine Street, Ste 200 Lexington, KY 40588		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):	
INSURED Council on Licensure Enforcement and Regulation, Inc. 108 Wind Haven Dr. Nicholasville, KY 40356		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Cincinnati Insurance Co.		10677	
		INSURER B: Hartford Fire Insurance Co.		19682	
		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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ECP0251873	07/01/2019	07/01/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		EBA0251873	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	33WECPA8012	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as additional insured when required by written contract but only with respects to the general liability insurance and subject to the provisions and limitations of the policy.

CERTIFICATE HOLDER CANCELLATION

Office of Professional Licensure and Certification
 121 South Fruit Street
 Concord, NH 03301-0200

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




OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE

121 South Fruit Street
Concord, New Hampshire 03301
Telephone 603-271-6766 · Fax 603-271-0597

Joseph G. Shoemaker
Technical Division Director

Peter D. Danles
Executive Director

Approved

COPY
10/17/18 gtc
Sheri Walsh
Health Division Director

GOVERNOR & COUNCIL

DATE: 10/17/18
ITEM # # 15A

September 18, 2018

gtc # 15A

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

RQ# 189726

REQUESTED ACTION

The New Hampshire Office of Professional Licensure and Certification (OPLC), respectfully request authorization to enter into a contract with the Council on Licensure, Enforcement and Regulation (CLEAR), 108 Wind Haven Drive, Ste. A, Nicholasville, KY, (vendor code #171859) in an amount not to exceed \$125,015.00 to provide licensing research analysis and subsequently provide recommendations, effective upon Governor & Council approval through ~~June 30, 2019~~ *April 30, 2020* 100% Federal Funds

Funds to support this request are available in the account titled OPLC-Occupational License Review & Reform in SFY 2019 and are anticipated to be available in SFY 2020, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

	<u>SFY'19</u>	<u>SFY'20</u>
02-21-21-211010-24250000-072-502645	\$62,507.50	\$62,507.50
Grants Federal		

EXPLANATION

The US Council on Licensing and Enforcement and Regulations (CLEAR), will do occupational licensing review and reform with a focus on five categories of licensure that encompasses 14 occupations and 33 licenses. The five categories of licensure will be: Alcohol and Other Drug Use Professionals, Allied Health Professionals, Barbering, Cosmetology, and Esthetics, Licensed Nursing Assistant, and Pharmacy Technician.

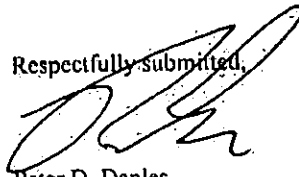
Occupational licensing review and reform is crucially important for the economic vitality of the State of New Hampshire, both in the short- and long-term. If NH does not adequately address our occupational licensure issues within these industries, we believe the state will suffer in three ways. 1. NH will not be able to adequately address or alleviate the opioid issue. No matter how much is available for funds, the lack of staff will leave those in need of treatment less able to obtain it. 2. We will not be filling roles to address the aging population in our state. With NH being the second oldest state in the US, having sufficient medical personnel is critical. The jobs are available and more are becoming available that will both assist and employ this population. We have an opportunity to provide better services and extend the working careers for those that wish to do so, but it is more challenging without occupational licensing reform. 3. We squander the opportunity to evaluate and market underemployed populations, which does a disservice to both employers and potential employees. Alleviating licensure barriers, which could fast-track deserving and qualified populations into careers, helps the state, employers, and potential employees alike.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
September 18, 2018

The Office of Professional Licensure and Certification issued a Request for Proposals (RFP) at the end of June, 2018, with a submission deadline of the proposals at 4:00 P.M., July 9, 2018. OPLC received one bid response from the US Council on Licensing and Enforcement and Regulations (CLEAR). CLEAR is reputable nationally and internationally for being a dynamic forum for improving the quality and understanding of regulation in order to enhance public protection. CLEAR's bid proposal provided an outline of each task and the strategy for implementation based on the RFP criteria. CLEAR has the requisite expertise and experience to perform the services being requested. OPLC respectfully request approval of this contract request.

In the event that Federal Funds become no longer available General and/or Agency Income (OPLC FUNDS) will not be requested to support this program.

Respectfully submitted,



Peter D. Danles
Executive Director, OPLC

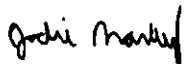


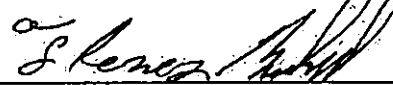
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 121 South Fruit Street Concord, NH 03301	
1.3 Contractor Name Council on Licensure, Enforcement and Regulation (CLEAR)		1.4 Contractor Address 108 Wind Haven Drive, Suite A Nicholas, KY 40356, USA	
1.5 Contractor Phone Number 859-687-0262	1.6 Account Number 02-21-21-211010-24250000 072-502645	1.7 Completion Date 4-30-2020	1.8 Price Limitation \$125,015
1.9 Contracting Officer for State Agency Peter Danles, OPLC Executive Director Dorcen Wittenberg, OPLC Accountant IV		1.10 State Agency Telephone Number 603-271-6766 603-271-0930	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jodie Markey, Senior Program Coordinator	
1.13 Acknowledgement: State of <u>Ky</u> , County of <u>Boone</u> On <u>9/24/18</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 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Christina Everman			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>10/2/18</u> <u>Peter Danles, OPLC Executive Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>10/4/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A

SCOPE OF SERVICES

The Office of Professional Licensure and Certification (OPLC) will contract with the Council on Licensure, Enforcement and Regulation (CLEAR) for (18) months to perform licensing research analysis and subsequently provide recommendations. CLEAR will specifically perform the following duties:

- Conduct a comparative analysis of requirements within each US jurisdiction for the occupations OPLC has selected and determine how New Hampshire's standards line up with standards across the US.
- Review existing or emerging interstate licensing compacts for the selected occupations and develop a report on what it would take for New Hampshire to be able to join.
- Develop a report on the potential benefits and detriments to joining said compacts.
- Analyze the current barriers to entry/mobility within the selected professions and the rationale for each barrier.
- Conduct a review of the selected occupational categories and identify all sub-specialties. Using stakeholder feedback, a comparative analysis, and current research and best practices for each field, develop a set of recommendations on sub-specialties that could receive exemptions.
- Review national certifications for identified occupations and compare certification requirements to existing state licensing requirements. Identify areas of overlap and potential gaps between national certification and licensure.
- Conduct a literature review of existing research and findings on the costs and benefits of occupational licensing.
- Conduct a review of occupations that currently use an alternate method of entry to practice, noting similarities and differences to licensing as well as any positive or negative outcomes associated with an alternative approach. Develop a report comparing the time and financial commitment for entry to practice for licensees with other regulatory alternatives.
- Conduct a series of five in-person meetings with stakeholders to collect feedback and contribute to the set of reports associated with this project. In consultation with the state, prepare a list of questions and conduct pre and post meeting surveys as necessary.
- Utilizing the report addressing licensing compacts with other states and feedback from stakeholders; develop a plan for the state of New Hampshire to join interstate licensing compacts where applicable.
- Based on stakeholder feedback and meetings with military organizations/representatives, determine the best methods for communications. Conduct a review of best practices employed by other states in communications with military spouses. Develop and execute the communications plan and make the information readily available on the state website and other channels identified within the plan.

EXHIBIT B

PAYMENT TERMS

Total consulting hours and cost (655) X 154.96	\$101,500
Travel for (9) round trips to New Hampshire	\$12,150
Administration, supplies and overhead	<u>\$11,365</u>
Total cost for contract services	\$125,015

CLEAR will submit seven invoices on a quarterly basis, with the first invoice being issued on December 31, 2018 and the last invoice being issued upon completion of the contract on April 30, 2020. Each invoice will include the number of hours worked for that quarter, the travel expenses and supporting documentation for any consultant trips to New Hampshire and one seventh of the administration, supplies and overhead line item.

Vendor Initials SM
Date 9/24/18

EXHIBIT C

SPECIAL PROVISIONS

There are no modifications, additions and/or deletions to Form P-37, General Provisions.

Commonwealth of Kentucky
Alison Lundergan Grimes, Secretary of State

Alison Lundergan Grimes
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
<http://www.sos.ky.gov>

Certificate of Existence

Authentication number: 206634
Visit <https://app.sos.ky.gov/ftshow/certvalidate.aspx> to authenticate this certificate.

I, Alison Lundergan Grimes, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

**COUNCIL ON LICENSURE, ENFORCEMENT AND REGULATIONS,
INC.**

is a corporation duly incorporated and existing under KRS Chapter 14A and KRS Chapter 273, whose date of incorporation is September 20, 1993 and whose period of duration is perpetual:

I further certify that all fees and penalties owed to the Secretary of State have been paid; that Articles of Dissolution have not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 7th day of September, 2018, in the 227th year of the Commonwealth.



Alison Lundergan Grimes

Alison Lundergan Grimes
Secretary of State
Commonwealth of Kentucky
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