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# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

April 28, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, NH 03301

*Sole Source*

### Requested Action

Pursuant to RSA 21-P:12-a(c), authorize the Department of Safety, Division of Fire Standards and Training & EMS, to enter into a three-year **sole source** agreement with the National Board on Fire Service Professional Qualifications (VC 170466, B001), PO Box 690632, Quincy, MA in an amount not to exceed \$33,000.00 to provide accreditation for the Division's certified training programs. Effective upon Governor and Council approval from July 1, 2014, through June 30, 2017. Funding source: 100% Revolving Funds

Funds are anticipated to be available in the SFY 2015 operating budget and contingent upon the availability and continued appropriations in SFY2016 and SFY2017 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-237010-46520000 Dept. of Safety – Fire Standards-TRNG-EMS – Fire Standards Instruction  
020-500803 Current Expenses-Dev. Training

<u>FY2015</u>	<u>FY2016</u>	<u>FY2017</u>	<u>Total</u>
\$11,000.00	\$11,000.00	\$11,000.00	\$33,000.00

### Explanation

This agreement is **sole source** because the National Board on Fire Service Professional Qualifications is the only vendor that provides national accreditation for the Division's certification program. Professionalism has long been a goal sought by the fire service. Agencies that achieve National Board on Fire Service Professional Qualifications (ProBoard) accreditation are recognized as having met the rigors of review by an independent organization. This review is the best way to assure candidates and governance bodies that the training agency's program meets the national standards. Upon certification, ProBoard will supply the Division of Fire Standards and Training & EMS with national accreditation numbers to present to students receiving certification.

Respectfully submitted

John J. Barthelmes  
Commissioner of Safety

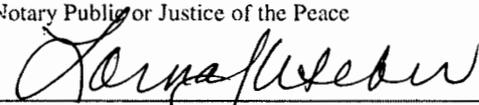
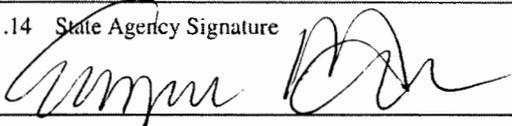
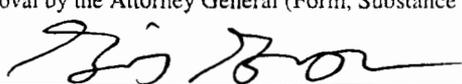
Subject: National Board on Fire Service Professional Qualifications FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>Dept. of Safety-Div. of Fire Standards &amp; Training and EMS</u>		1.2 State Agency Address <u>33 Hazen Drive, Concord, NH 03305</u>	
1.3 Contractor Name <u>National Board on Fire Service Professional Qualifications</u>		1.4 Contractor Address <u>PO Box 690632, Quincy, Massachusetts 02269</u>	
1.5 Contractor Phone Number <u>617-984-7474</u>	1.6 Account Number <u>02-23-23-237010-4652-020</u>	1.7 Completion Date <u>June 30, 2017</u>	1.8 Price Limitation <u>Not to exceed \$33,000.00</u>
1.9 Contracting Officer for State Agency <u>Deborah A. Pendergast, Director</u>		1.10 State Agency Telephone Number <u>603-223-4200</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>A.R. O'NEILL, EXEC. SECTY.</u>	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Lincoln</u> On <u>2/14/14</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] <b>LORNA J. WEBER</b> Notary Public, Maine My Commission Expires Oct. 18, 2015			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Lorna J. Weber</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Director of Administration</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) By:  On: <u>5/4/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials   *Or*    
Date   2/24/14

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

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

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials ON  
Date 2/24/14

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

**EXHIBIT A**

**2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.**

The National Board on Fire Service Professional Qualifications shall provide the Division of Fire Standards & Training and Emergency Medical Services with Pro-Board numbers to students receiving accreditation through certification. The Pro-Board numbers are priced at \$5.50 each. The agreement is for 6,000 numbers (2,000 numbers per fiscal year), an estimated amount of Pro-Board numbers needed. This agreement is effective July 1, 2014 through June 30, 2017.

Contractor Initials ai  
Date 2/24/14

**EXHIBIT B**

**5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.**

The contract price shall not exceed \$33,000.00 and is broken down by fiscal year as follows:

Fiscal Year 2015	\$11,000.00
Fiscal Year 2016	\$11,000.00
Fiscal Year 2017	\$11,000.00

On a quarterly basis, the Division will submit a report to the vendor showing the number of certificates issued during that time frame. Upon receipt of the report, the vendor will invoice the Division for the number of certifications issued. Upon receipt of the invoices, the Division will process payment.

Partial payments are accepted and invoices shall be submitted to:

New Hampshire Department of Safety  
Division of Fire Standards & Training and Emergency Medical Services  
33 Hazen Drive  
Concord, NH 03305

EXHIBIT C

Both parties agree to amending section 14.1.1 of the P-37 amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and \$1,000,000.00 general aggregate. The combination of these coverages is sufficient for the services being provided.

RECEIVED  
APR 16 2014

Contractor Initials jin  
Date 4/9/14

# National Board on Fire Service Professional Qualifications



**Chairman of the Board**  
*M.H. Jim Estep*

**Vice Chairman**  
*Stephen P. Austin*

**Secretary-Treasurer**  
*Anthony R. O'Neill*

**Members**  
*James A. Burns*  
*Steven T. Edwards*  
*Frederick W. Piechota, Jr.*  
*Willie G. Shelton, Jr.*  
*Kenneth R. Willette*

I, the undersigned Chairman of the National Board on Fire Service Professional Qualifications, Inc. do certify that:

The named person, Anthony R. O'Neill, Executive Secretary is duly qualified; holding this respective office opposite his name, and the signature set forth, is authorized to sign contracts on behalf of the Corporation. Anthony R. O'Neill obtained this authority at the Annual Board Meeting on May 22, 2007 and it remains in effect as of the date listed below.

In Witness Whereof, the undersigned has executed this Certificate as of the 9<sup>TH</sup> day of APRIL, 2014.

By: M.H. Jim Estep

*Signature*

CHAIR, BOB

*Title*

**PRO BOARD**  
P.O. Box 690632  
1 Batterymarch Park  
Quincy, MA 02269  
Office: (617) 984-7474  
Fax: (617) 984-7056  
email: [info@theproboard.org](mailto:info@theproboard.org)

**IMPROVING LIFE SAFETY FOR CITIZENS AND EMERGENCY PERSONNEL  
THROUGH A SYSTEM OF PROFESSIONAL QUALIFICATIONS**



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**From:** Anthony ONEILL [<mailto:aroneill58@gmail.com>]  
**Sent:** Tuesday, April 01, 2014 5:12 PM  
**To:** Newland, Heather  
**Subject:** RE: Agreement

Heather: I have been Secretary/Treasurer of Pro Board since 1992. Then, I was appointed Executive Secretary on May 22, 2007 (Minutes Attached, Agenda 12).

Therefore, I had the authority on February 14<sup>th</sup> to bind the organization.

We do not have any employees, therefore no Workmen's Compensation insurance.

Please advise if you need further information. Thank you, Tony

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**From:** Newland, Heather [<mailto:Heather.Newland@dos.nh.gov>]  
**Sent:** Tuesday, April 01, 2014 1:01 PM  
**To:** [aroneill58@gmail.com](mailto:aroneill58@gmail.com)  
**Subject:** Agreement

Hi Tony.

I received the signed agreement. Sorry I haven't gotten back to you sooner on this.

The certificate of authority was signed on February 16<sup>th</sup>; however the agreement was signed on February 14<sup>th</sup> and additional pages initialed on February 24<sup>th</sup>. The certificate of authority needs to show that when the agreement was signed (14<sup>th</sup>), that the person signing had the authority on that date to bind the organization. It also needs to show how you obtained the authority to sign.

Attached are directions we received from the attorneys to help better explain it. Is it possible to get a new certificate of authority stating how you obtained the authority and when? I do have some samples I can email you to better explain if you'd like.

Also, the certificate of insurance didn't have any workers compensation insurance. This is a requirement if you have employees. I'm wondering if maybe you don't have any employees. Can you let me know.

Heather Newland  
Administrative Supervisor

NH Fire Academy  
**Location:** 98 Smokey Bear Blvd., Concord, NH  
**Mailing:** 33 Hazen Dr., Concord, NH 03305  
603-223-4200 ext. 31005  
[heather.newland@dos.nh.gov](mailto:heather.newland@dos.nh.gov)



**ProBoard Fire Service Professional Qualifications System  
International Accreditation for Fire Service Organizations**

**Recent Items of Interest:**

- Home
- Frequently Asked Questions
- History
- Board
- COA
- Advisory Committee
- Accredited Agencies
- Contact Us
- Documents
- Matrices
- Newsletter
- Certification Search
- COA Portal
- Certification Video
- Yahoo Group

[Photo Collages from the 2011 ProBoard Accreditation Conference in San Diego, California.](#)

*The next COA meeting will be April 19, 2011. Submissions should be forwarded to the Accreditation Manager no later than March 20, 2010.*

[ProBoard Certification Video on Youtube](#)

[\[Mission\]](#)      [\[Accreditation\]](#)      [\[Certification\]](#)      [\[Benefits\]](#)      [\[Organization\]](#)

**Mission:** The purpose of the Pro Board is to establish an internationally recognized means of acknowledging professional achievement in the fire service and related fields. The **accreditation** of organizations that **certify** uniform members of public fire departments, both career and volunteer, is the primary goal. However, other organizations with fire protection interests may also be considered for participation. Accreditation is generally provided at the State or Provincial level to the empowered certifying authority of that jurisdiction. [\[Top of Page\]](#)

**Accreditation:** The Pro Board accredits organizations that use the National Fire Protection Association's (NFPA's) professional qualification standards. The accreditation process begins with the submission of an application, including a detailed self study document, by the organization seeking accreditation. The application package is then reviewed by the members of the Committee on Accreditation (COA) for completeness and compliance with the accreditation criteria of the Pro Board. The next step is a site visit by a team of COA members, usually two, who perform an extensive on-site review of the organization's testing and certification processes. The site visit team prepares a report and presents it to the COA. The COA decides if accreditation is granted. [\[Top of Page\]](#)

**Certification:** An entity that is accredited by the Pro Board makes certification available to its members. Members are then eligible to be entered into the Pro Board's certification registry and receive a certificate from the accredited entity, or apply for a certificate from the ProBoard, affirming that they were certified by a ProBoard accredited entity and that they are entered in the ProBoard's certification registry. In addition, the Pro Board encourages reciprocity among certifying entities. This helps assure that ProBoard certification will be recognized by the department as the members seek advancement, and by other departments should they seek to transfer within the fire service. The cost of national registration including a Pro Board Certificate ranges from \$5.50 to \$15.00 depending on the certificate distribution plan selected by the accredited agency. [\[Top of Page\]](#)

**Benefits:** Professionalism has long been a goal sought by members of the fire service. It has only been within the past 25 years that a system has evolved to produce national

professional qualifications standards that an entity can use to establish performance measures for personnel. Entities that achieve Pro Board accreditation are recognized as having met the rigors of review by an independent organization. This third party independent review is the best way to assure candidates and governance bodies that the entity's program meets the national standards.

ProBoard recognized certification from an accredited entity is a statement of success, an indisputable mark of performance belonging to individual fire service professionals. Each successful candidate for certification from an accredited entity knows that he or she has been measured against peers and meets rigorous national standards. Certification affords the individual a uniformity and portability of qualifications. In addition, the credibility of an organization is enhanced by having members certified to national consensus standards. A high percentage of certified members within a department should certainly help managers in their pursuit of adequate funding at budget time. [\[Top of Page\]](#)

**Organization:** The Pro Board was incorporated in 1990 as the "National Board on Fire Service Professional Qualifications", a non-profit corporation. The organization is commonly known as The Pro Board. A Board of Directors administers the system and currently consists of one member from the International Association of Arson Investigators, Inc. (IAAI), the International Association of Fire Chiefs (IAFC), the National Association of State Fire Marshals (NASFM), the National Fire Protection Association (NFPA), the North American Fire Training Directors (NAFTD), one member At-Large and the Chair of the Pro Board Advisory Committee. The Chair of the Committee on Accreditation (COA) serves as a non-voting, ex-officio, member on the Board. The Board of Director's primary responsibility is to set policy for the system and ensure fiscal stability for continued operation. The Committee on Accreditation is comprised of representatives appointed by the Board of Directors and representatives elected by the accredited entities. They are charged with the task of accreditation through review of applications, site visits and implementation of policy set by the Board of Directors. The Advisory Committee is comprised of delegates from all of the accredited entities. It serves as a conduit for policy questions and suggestions to be addressed by the Board of Directors and/or the COA . [\[Top of Page\]](#)

#### **Contact information for the ProBoard:**

If you represent an accredited entity or an agency that is interested in accreditation by the ProBoard please contact the Chairman of the Committee on Accreditation:

**Frederick Piechota**

[\[email\]](#)

413-267-5140

If you are an individual who is seeking information about certifications or certificates please contact the Certification Coordinator.

**Amy Sturtevant**

[\[email\]](#)

617.984.7474

*For more information about fire service professional qualifications, certification and/or accreditation, please feel free to explore our site, review our documents and ask us questions. Thank you for your interest.*

↓ Documents

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**The ProBoard**  
PO Box 690632  
Quincy, MA 02269  
Phone: 617-984-7474

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Contact Webguy: Kevin O'Connell

# TITLE I

## THE STATE AND ITS GOVERNMENT

### CHAPTER 21-P

#### DEPARTMENT OF SAFETY

#### General Provisions

##### Section 21-P:12-a

###### **21-P:12-a Division of Fire Standards and Training and Emergency Medical Services; Disposition of Funds. –**

I. There is established within the department a division of fire standards and training and emergency medical services, under the supervision of an unclassified director of fire standards and training and emergency medical services who shall administer and supervise a fire and emergency medical service training and research program throughout the state. The director of fire standards and training and emergency medical services shall be nominated by the commissioner of safety, after consultation with the fire standards and training commission and the emergency medical and trauma services coordinating board, for appointment by the governor, with consent of the council, and shall serve a term of 4 years until a successor is appointed. The commission shall take a recorded vote regarding its concurrence or non-concurrence in the commissioner's nomination decision. If the commission votes not to concur in the decision, it shall submit a letter to the commissioner so stating, and the commissioner shall in turn submit that letter to the governor and council. The director of fire standards and training and emergency medical services shall be academically and technically qualified to hold the position, and shall receive the salary specified in RSA 94:1-a.

II. The director shall:

(a) Be responsible for the day-to-day operations of the division of fire standards and training and emergency medical services, the operations of the fire academy, including establishing training programs and offering instruction in methods of determining and dealing with the causes of fire and the prevention of fire, techniques in firefighting, emergency medical services, and rescue, research and techniques in firefighting and fire protection, the administration and management of fire departments and emergency medical services units, and the provisions of RSA 21-P:12-b.

(b) Establish fees to be collected for tuition, licenses, and services. Such fees shall be subject to the approval of the commissioner of the department of safety. The commissioner may for good cause waive any fees charged under this subparagraph and may authorize tuition reimbursement from the fire standards and training and emergency medical services fund.

(c) Establish, maintain, approve, and certify programs, courses, institutions, and facilities for study for all fire service and emergency medical services personnel and recruits according to accepted curricula.

(d) Develop and administer the provision of professional instruction and training for all fire, rescue, and emergency medical services.

(e) Develop and promote new methods and practices of firefighting, delivery of emergency medical services, rescue operations, injury prevention, fire prevention, and fire and emergency medical services administration.

(f) Disseminate information relative to fire and rescues, techniques of firefighting and rescuing, fire prevention, fire administration, emergency medical services, and other related subjects to all interested agencies and individuals throughout the state.

(g) Be authorized to employ part-time instructors or assistants and compensate them for organizing, developing, and conducting approved fire training, emergency medical services, and rescue courses or other work as directed at an hourly rate established by the commissioner and for mileage and expenses incurred in performing their official duties.

(h) With the approval of the commissioner, accept in the name of the state any and all donations, fees for tuition, rents, services and any and all moneys and grants from any governmental unit, public agency, institution, person, firm, or corporation and receive, utilize, expend, and dispose of such funds subject to budgetary provisions, consistent with the rules of the department of safety and the purposes or conditions of the donations or grant.

III. The receipt of a donation or grant under subparagraph II(h) shall be noted in the biennial report of the department of safety, which will also identify the nature of the donation or grant and the conditions of the donation or grant, if any. Any moneys received by the division pursuant to subparagraph II(h) shall be deposited in the state treasury to the account of the department of safety and shall not lapse. In addition, the division may receive, hold, and use gifts, bequests, and devises either outright or in trust for purposes consistent with this chapter.

**Source.** 1994, 389:9. 1997, 135:1. 1998, 321:3. 2001, 91:15. 2004, 171:26, eff. July 24, 2004.