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State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
7 Eagle Square, Suite 200
Concord, New Hampshire 03301
Telephone (603) 271-2152

Lindsey B. Courtney
Executive Director

JAN23'23 PM 1:16 RCVD

January 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 (OPLC) to exercise a contract renewal option with PSI Exam Services d/b/a PSI Services LLC (VC# 374870-B001), Glendale, CA for testing services by increasing the price limitation by $48,436 from $539,000 to $587,436 and by extending the completion date from June 30, 2023, to June 30, 2025, effective upon Governor and Executive Council approval.

The original contract was approved by the Governor and Executive Council on June 24, 2020 (Item #87), and amended, as approved by Governor and Executive Council on August 18, 2021 (Item #54).

Funds are available in the following account for Fiscal Year 2023, with no funds to be expended in Fiscal Years 2024 and 2025.

	FY 2023
01-21-021-211010-24040000 Office of Professional Licensure and Certification Division of Administration 102-500731 Contracts for Program Services	$48,436

EXPLANATION

The purpose of this request is to ensure continued compliance with New Hampshire Revised Statutes Annotated (RSA) 331-A, New Hampshire Real Estate Practice Act, Section 331-A:11, Examinations, by extending the contract completion date to ensure no lapses in services currently provided.

New Hampshire Real Estate Commission Rules (REA 100-700) governing the Real Estate Commission statutory requirement to administer examinations changed in November of 2022. These transferred the responsibility of collecting examination fees from OPLC to the examination broker.

The Contractor's ability to shift from administering exams to collecting fees and administering examinations took longer than originally anticipated. The delay in the Contractor's ability to

collect fees resulted in the need to increase the price limitation to ensure enough funds were available to continue providing services until the Contractor was fully prepared to collect examination fees.

The OPLC has decided to delay the Contractor's collection of fees until proper notification can be sent to licensees, potential schools, and applicants for Real Estate brokerage and/or salesperson licensing of the changes in the collection of fees. The OPLC anticipates the Contractor will begin collecting fees directly from applicants on or about January 9, 2023.

The original contract included the option to renew contract services for one (1) period of two (2) years, as indicated in the preamble of the Exhibit B, Scope of Services. The OPLC is exercising its option to renew contracted services at this time, leaving no future options for renewal.

Should the Governor and Executive Council not approve this request, the OPLC will be at risk for breach of contract due to collecting fees that have not been paid to the Contractor for services already provided to licensees.

Respectfully submitted,

Lindsey B. Courtney
Executive Director

State of New Hampshire
Office of Professional Licensure and Certification
Amendment #2 to the
Examination Services for Real Estate Commission Contract

This Amendment to the Examination Services for Real Estate Commission Contract is by and between the State of New Hampshire, Office of Professional Licensure and Certification ("State" or "OPLC") and PSI Exam Services d/b/a PSI Services LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2020 (Item #87), as amended on August 18, 2021 (Item #54) 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, and Exhibit B, Scope of Services, Introductory Paragraph, 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 1.3, Contractor Name, to correct a scrivener's error in the original contract, to read:

   PSI Exam Services d/b/a PSI Services LLC

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

   June 30, 2025

3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $587,436

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

   Heather A. Kelley, Director of Operations

5. Form P-37, General Provisions, Block 1.14 Name and Title of State Agency Signatory, to read:

   Lindsey B. Courtney, Executive Director

6. Modify Exhibit A – Other Provisions, by replacing in its entirety with Exhibit A – Amendment 2, Revisions to General Provisions, which is attached hereto and incorporated by reference herein, in order to update the contract with current Exhibit A provisions.

7. Modify Exhibit B, Scope of Services, by replacing in its entirety with Exhibit B – Amendment 2, Scope of Services, which is attached hereto and incorporated by reference herein, in order to update the contract with current Exhibit B provisions.

8. Modify Exhibit C, Method of Payment, by replacing in its entirety with Exhibit C – Amendment 2, Payment Terms, which is attached hereto and incorporated by reference herein, in order to update the contract with current Exhibit C provisions.

DS
Contractor Initials as
Date 12/14/2022

State of New Hampshire
Office of Professional Licensure and Certification
Amendment #2 to the
Examination Services for Real Estate Commission 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

Jan 4, 2023
Date

s/Lindsey B Courtney
Name: Lindsey B. Courtney
Title: Executive Director

PSI Exam Services d/b/a PSI Services LLC

12/14/2022
Date

DocuSigned by:
Alon Schwartz
Name: Alon Schwartz
Title: Senior Vice President, Licensure

State of New Hampshire
Office of Professional Licensure and Certification
Amendment #2 to the
Examination Services for Real Estate Commission Contract

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

OFFICE OF THE ATTORNEY GENERAL

Jan 4, 2023
Date

/s/ Sheri Phillips
Name:
Title:

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:

Office of Professional Licensure and Certification
Examination Services for Real Estate Commission

EXHIBIT A – Amendment 2

Revisions to General Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Effective Date: Completion of Project, is amended by adding subparagraph 3.3 as follows:

   3.3. The parties may extend the Agreement for up two (2) years from the original Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.2. Paragraph 8, Event of Default: Remedies, subparagraph 8.2.3, is amended as follows:

   8.2.3 Give the Contractor a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the Event of Default is cured.

   1.3. Paragraph 25, Force Majeure, is added, as follows:

   25. FORCE MAJEURE

   The parties shall not be responsible for delays or failures in performance resulting from acts, event, or conditions beyond their control, including but not limited to acts of God, strikes, riots, acts of war, epidemics, fire, communication line failures, power failures, private or public carrier failures, earthquakes, or other disasters.

Contractor Initials DS as

Date 12/14/2022

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor shall collaborate with the New Hampshire Real Estate Commission (NHREC) to develop, maintain, and administer separate valid, reliable, secure, and legally defensible computerized entry-level national examinations that are approved by the Association of Real Estate License Law Officials (ARELLO) for:

1.2.1. Salespersons; and

1.2.2. Brokers.

2. Scope of Services

2.1. The Contractor shall collaborate with the NHREC to ensure ARELLO-approved tests contain a minimum of:

2.1.1. Eighty (80) one-point, four-option, multiple-choice questions for Salespersons; and

2.1.2. Seventy (70) one-point and a minimum of five (5) two-point, four-option, multiple-choice questions for entry level Brokers.

2.2. The Contractor shall collaborate with the NHREC to ensure all questions measure the knowledge and skills relevant to general practices and principles of real estate that are common to all licensing jurisdictions. The Contractor shall:

2.2.1. Utilize innovative scenarios to assess the information gathering and decision-making skills of real estate brokers in real-life situations.

2.2.2. Ensure the ability to assess higher cognitive levels and measure a candidate's ability to:

2.2.2.1. Integrate and evaluate complex information from a series of events or circumstances;

2.2.2.2. Formulate and specify a course of action; and

2.2.2.3. Evaluate a conclusion or outcome.

2.2.3. Ensure the tests apply a multiple-choice format that incorporates multiple-point testing, which includes:

2.2.3.1. Scenarios presented in the form of text, graphs, or tables that represent situations in which candidates select only one best course of action.

2.2.3.2. Options weighed as zero-point, one-point, or two-points, based on the completeness and accuracy of the solution selected.

2.3. The Contractor shall collaborate with the NHREC to develop separate NH supplement computerized examinations for salespersons and brokers. The Contractor shall ensure:

2.3.1. Examinations include a minimum of forty (40) one-point multiple-choice questions.

2.3.2. Examination questions are relevant to practices, rules, and regulations specific to the State of New Hampshire.

2.4. The Contractor shall ensure tests comport with all rules, laws and answer keys in order that they can withstand legal scrutiny. Implementation. The Contractor shall:

2.4.1. Defend all developed tests by providing supports for challenges arising from the developed and administered licensing examinations.

2.4.2. Provide materials needed as part of the defense of any legal challenge, including but not limited to, examination items in an OPLC-approved format and method.

2.4.3. Be available to testify on behalf of the State, as necessary.

2.4.4. Provide item statistics, materials, and experts to defend any examination in the evet of an inquiry or formal challenge to any item or examination or any issue related to validity, reliability, or administration.

2.4.5. Provide access to relevant examination items necessary to defend a challenge.

2.4.6. Ensure staff is available to testify on behalf of OPLC and/or the NHREC in any license denial hearings where there are allegations of cheating or violations of testing procedures or on any matters pertaining to testing.

2.5. The Contractor shall collect documents and fees from testing candidates prior to testing. The Contractor shall:

2.5.1. Ensure a toll-free telephone number and a website are available to testing candidates to schedule examinations and obtain confirmation numbers.

2.5.2. Accept documents and fees by mail or electronically, for both initial testing and retakes, ensuring electronic submissions occur through a well-recognized and secure method.

2.5.3. Accept payments through several mechanisms, including but not limited to:

2.5.3.1. Credit card.

2.5.3.2. Debit card.

2.5.3.3. Money orders.

2.5.3.4. Cashier's checks.

2.5.4. Ensure electronic payment transmission systems are compliant with Payment Card Industry (PCI) Data Security Standards (DSS).

2.5.5. Be responsible for any fees and costs associated with collecting payments, including but not limited to:

2.5.5.1. Merchant card fees.

2.5.5.2. Charge backs.

2.5.5.3. Insufficient fund fees.

2.5.5.4. Stop payments.

2.5.6. Ensure data systems, in transmission or at rest, comply fully with PCI-DSS and other U.S. and international data security and privacy regulations and standards.

2.5.7. Allow candidate scheduling up to one (1) day prior to the appointment date.

2.5.8. Ensure the examination database management system has the ability to track eligibility for testing and retakes in compliance with NH Administrative Rule REA, N.H. Real Estate Commission, Chapter REA 300, Licensing Requirements, Part REA 303 Examinations, which includes, but is not limited to, ensuring the ability to:

2.5.8.1. Limit the number of retakes allowed.

2.5.8.2. Specify minimum waiting periods between attempts.

2.5.8.3. Automatically assess eligibility for testing and/or retakes, bused on factors that may include but are not limited to:

2.5.8.3.1. Education completion.

2.5.8.3.2. Whether a candidate has passed one (1) of the two (2) portions of an examination.

2.6. The Contractor shall maintain the ability to receive electronic files of information from the NHREC through Security File Transfer Protocol (SFTP). The Contractor shall:

2.6.1. Ensure information received through SFTP is processed within two (2) business days and an email noticed of approval is emailed within two (2) business days.

2.6.2. Ensure a process for eligible candidates to schedule an examination appointment includes:

2.6.2.1. The ability to schedule up to one (1) day prior to the desired appointment date.

2.6.2.2. Upon being scheduled for a testing appointment, identification information merges with a test form selected for the candidate.

2.6.2.3. Preparation of the file for transmission to the chosen test center at the appropriate time.

2.6.2.4. The provision of a confirmation email to the candidate shortly after scheduling the testing appointment.

2.7. The Contractor shall customize, design, produce, and distribute a Candidate Information Bulletin (CIB), for NHREC testing candidates. The Contractor shall:

2.7.1. Obtain NHREC approval of the CIB whenever there is a change in law, rule or policy.

2.7.2. Ensure the CIB is available on the Contractor's website in electronic form;

2.7.3. Distribute hard copies, at no charge, to:

2.7.3.1. Testing candidates;

2.7.3.2. Approved education providers; and

2.7.3.3. The NHREC, as requested.

2.7.4. Ensure the CIB contains all necessary information and instructions for taking the examination and applying for a license, which includes:

2.7.4.1. Requirements for taking an exam;

2.7.4.2. Instructions on applying and/or registering for an exam;

2.7.4.3. Relevant statutes and regulations;

2.7.4.4. Examination registration forms;

2.7.4.5. Examination fees and refund policies;

2.7.4.6. Scheduling procedures;

2.7.4.7. Content outlines and descriptions of the format of the examination;

2.7.4.8. Supplies provided at the test center;

2.7.4.9. Time limit for taking the examination;

2.7.4.10. Scoring system and results reporting;

2.7.4.11. Appropriate test-taking strategies;

2.7.4.12. Admissions procedures;

2.7.4.13. Sample test questions;

2.7.4.14. Policies on the use of scratch paper, calculators, or other materials;

2.7.4.15. List of approved reference materials;

2.7.4.16. List of test centers, alternate test centers, if appropriate, and driving directions;

2.7.4.17. Security procedures;

2.7.4.18. Special accommodations request procedures;

2.7.4.19. Licensing requirements, procedures, and forms;

2.7.4.20. Appeal process;

2.7.4.21. Test center closure policy;

2.7.4.22. Information relative to contacting the Contractor; and

2.7.4.23. Specific knowledge areas on which candidates will be tested.

2.7.5. Implement changes to the NHREC handbooks and make revised versions available online within one (1) business day of receiving notification of the update. The Contractor shall:

2.7.5.1. Revise the Contractor's handbooks whenever there is a change in company policy, client requirements, examination content, or any other area covered by the CIB.

2.7.5.2. Work with the NHREC to ensure all references are current and all examination requirements and guidelines provided by the NHREC are incorporated in the current handbooks.

2.8. The Contractor shall provide a minimum of four (4) testing sites where electronic examinations are administered no less than two (2) times per day, Monday through Friday, and rotating Saturdays, with the exception of state and federal holidays. The Contractor shall ensure:

2.8.1. Test site locations include, but are not limited to:

2.8.1.1. One (1) located in Concord, NH.

2.8.1.2. One (1) located in Manchester, NH.

2.8.1.3. One (1) located in Portsmouth, NH.

2.8.1.4. One (1) located in Nashua, NH.

2.8.1.5. Up to four hundred (400) located, nationwide, including ten (10) in states that neighbor the State of NH.

2.8.1.6. Individuals' homes for remote testing, as allowable.

2.8.2. All sites, examinations and examination accommodations comply with the Americans with Disabilities Act (ADA) and provide quiet, secure testing environments.

2.8.3. Testing candidates receive the same implemented standards, regardless of testing location.

2.8.4. Testing centers are equipped with the same professional workstations and are located in professional office spaces that:

2.8.4.1. Include adequate parking;

2.8.4.2. Maintain a minimum of 35% over-capacity to accommodate surges in candidate volume;

2.8.4.3. Have on-site accessible restrooms;

2.8.4.4. Include workstations with privacy panels, adjustable monitors, and fully adjustable pneumatic chairs; and

2.8.4.5. Include glare screens and earplugs, as necessary and requested.

2.8.5. Each testing site includes video and audio recording systems that can be accessed remotely by security staff to allow auditing of proctor performance for adherence to company policies and security guideline and other monitoring needs.

2.8.6. Each testing site is configured for in-person monitoring during examinations including:

2.8.6.1. Servers locked in cabinets and bolted to the walls;

2.8.6.2. Proctors sitting in front of a one-way mirror for observation of candidate behavior unnoticed;

2.8.6.3. Candidate screen activity recorded for each test session;

2.8.6.4. Proctor walk-throughs of testing area; and

2.8.6.5. Test room and trash can inspections post-testing session to ensure cheating did not occur.

2.9. The Contractor shall provide testing candidates with a printed score reports at during the examination check out process. The Contractor shall ensure the score report includes, but is not limited to:

2.9.1. Tamper proof paper with hidden watermark that becomes clearly visible if copied.

2.9.2. Date of examination.

2.9.3. Examination name and identification as to whether it is state or national.

2.9.4. A clear designation whether the candidate passed or failed the examination.

2.9.5. Examination score.

2.9.6. Breakdown of number of questions and number of points by category.

2.9.7. The candidate's, name, address, unique identification number, and printed digital photo.

2.9.8. The total number of items answered correctly.

2.9.9. The number required to pass.

2.9.10. A diagnostic report.

2.9.11. Instructions for re-applying for an examination, as applicable.

2.9.12. Other information, as identified by the NHREC.

2.10. The Contractor shall ensure diagnostic reports for failing candidates include, but are not limited to:

2.10.1. Immediate written notification of test results including general areas of deficiency in all sections or portions of the examinations.

2.10.2. Written notification that includes re-take procedures.

2.10.3. A strength-and-weakness report.

2.10.4. Specific guidance, at no additional fee, to failing candidates who are studying for a retest in order that candidates know the exact number of questions answered incorrectly in each of the content areas.

2.11. The Contractor shall provide electronic rosters to the NHREC of all candidates who took examinations during the previous calendar quarter with summaries of exam performance and attendance, by location globally. The Contractor shall ensure the NHREC has the ability to obtain information that includes, but is not limited to:

2.11.1. Demographic data.

2.11.2. Pre-licensing schools.

2.11.3. Testing history.

2.11.4. Scores.

2.11.5. Other information available in report form.

3. Implementation

3.1. The Contractor shall develop state examinations that include a job analysis study. The Contractor shall:

3.1.1. Generate preliminary lists of tasks, knowledge, and skills;

3.1.2. Conduct job analysis committee meetings;

3.1.3. Identify essential tasks, knowledge areas, and skills; and

3.1.4. Link tasks to knowledge and skills.

3.2. The Contractor shall review existing question and answer sets and develop new sets, as appropriate. The Contractor shall

3.2.1. Conduct an initial psychometric evaluation of the item bank;

3.2.2. Conduct recurring item development and review processes;

3.2.3. Facilitate item writing workshops; and

3.2.4. Facilitate item reviews at Exam Review Committee (ERC) meetings.

3.3. The Contractor shall ensure test development experts continuously monitor performance of all items through statistical measures and candidate comments in order to flag any items that may need deletion or adjustment for either further monitoring or immediate discussion with the NHREC.

3.4. The Contractor shall conduct regular reviews of the item banks with the NHREC and its ERC to analyze item performance and content against the test specifications and any other relevant data, which may include Subject Matter Expert (SME) comments or industry changes, to ensure items are current, relevant, and in line with the test design.

3.5. The Contractor shall complete regular formal analysis of each examination on an annual basis, and as requested, utilizing globally accepted statistical practices, which includes, but is not limited to:

3.5.1. Number of items scored.

3.5.2. Sample size.

3.5.3. Mean p, minimum and maximum p, and standard deviation of p.

3.5.4. Mean pbi, minimum and maximum pbi, and standard deviation of pbi.

3.5.5. Mean test score.

3.5.6. Standard deviation of test scores.

3.5.7. Internal consistency reliability coefficient.

3.5.8. Standard error of measurement.

3.5.9. Means and standard deviations of subscores.

3.5.10. Number of passing and failing tests.

3.6. The Contractor shall ensure an easy-to-use system for testing candidates that includes, but is not limited to:

3.6.1. On-screen controls with the option of keyboard input for complete accessibility.

3.6.2. An extensive tutorial walk-through.

3.6.3. East-to-read, uncluttered screens.

3.6.4. Single-click, context sensitive assistance.

3.6.5. Examination progress status displayed at all times indicating:

3.6.5.1. Time remaining;

3.6.5.2. Question number;

3.6.5.3. Total number of questions;

3.6.5.4. Number of unanswered questions;

3.6.5.5. Number of unanswered questions; and

3.6.5.6. Number of marked questions.

3.7. The Contractor shall ensure all candidates have access to a comprehensive, easy-to-follow tutorial to ensure full understanding of the testing system. The Contractor shall ensure the tutorial:

3.7.1. Is provided prior to beginning the timed portion of the examination.

3.7.2. Includes a description of each computer key and its function.

3.7.3. Allows an unlimited amount of time for candidates to review in order to fully understand the system.

3.7.4. Includes a summary in a quick guide that is available from the testing interface at all times during the test-taking process in order to ensure help with navigating the system is only one click away.

3.8. The Contractor shall ensure the candidate has the ability to decide when to begin the examination and has access to the tutorial and supplemental tools or references, as approved by the NHREC, including but not limited to the amortization table.

3.9. The Contractor shall ensure candidate satisfaction surveys:

3.9.1. Are offered to each testing candidate;

3.9.2. Allow for candidates to comment on the examination; and

3.9.3. Are stored in the system so staff, NHREC and OPLC can access survey results.

4. Reports

4.1. The Contractor shall provide regular reports to the NHREC, on a monthly basis and as otherwise requested, that include but are not limited to:

4.1.1. Candidate examination results.

4.1.2. Registration rosters.

4.1.3. Score report rosters.

4.1.4. Summary of all examination statistics, as specified by the NHREC.

4.2. The Contractor shall ensure availability of reports that contain:

4.2.1. Score summaries;

4.2.2. Pass-fail ratios;

4.2.3. Passing and failing percentage rates;

4.2.4. Performance of first-time test takers;

4.2.5. Examination and item statistics, including item analyses that includes pass-fail ratios per item; and

4.2.6. Pre-licensing school data.

4.3. The Contractor shall generate reports, as requested, based on candidate survey results, including candidate comments collected from the survey administered at the completion of an examination.

4.4. The Contractor shall customize information contained in the reports and/or sort the information by test center, examination type, or other variable, as requested.

4.5. The Contractor shall submit reports by mail or electronically via an SFTP server, as requested.

Office of Professional Licensure and Certification
Examination Services for Real Estate Commission

EXHIBIT C – Amendment 2

Payment Terms

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit B – Amendment 2, Scope of Services.
2. This Agreement is funded with 100% Agency Funds.
3. The Contractor agrees to provide the services in Exhibit B – Amendment 2, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for services shall be made as follows:

4.1. During the time that the Office of Professional Licensure and Certification (OPLC) collects Examination Services Fees, the OPLC shall pay the Contractor as follows:

4.1.1. For Salesperson Examinations:

4.1.1.1. Original examinations may be billed at $67 per exam; and

4.1.1.2. Reduced retake examinations may be billed at $65 per exam.

4.1.2. For Broker Examinations:

4.1.2.1. Original examinations may be billed at $78 per exam; and

4.1.2.2. Reduced retake examinations may be billed at $75 per exam.

4.2. During the time that the Contractor collects Examination Services Fees directly from licensees, the Contractor shall collect Examination Services Fees, as follows:

4.2.1. For Salesperson Examinations:

4.2.1.1. Original examinations may be billed at $67 per exam; and

4.2.1.2. Reduced retake examinations may be billed at $65 per exam.

4.2.2. For Broker Examinations:

4.2.2.1. Original examinations may be billed at $78 per exam; and

4.2.2.2. Reduced retake examinations may be billed at $75 per exam.

4.3. The Contractor shall ensure any changes in License Examination Fees are sent to the OPLC for review and approval prior to implementing any changes in fees.

4.4. For Examination Services Fees collected by OPLC and paid to the Contractor, the Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests

reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

4.4.1. Ensure each invoice is dated and returned to the Department in order to initiate payment.

4.4.2. Ensure each invoice identifies the licensee and date of examination.

4.4.3. Keep detailed records of activities related to contract services.

4.5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

4.6. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to oplc.accountspayable@oplc.nh.gov, or invoices may be mailed to:

Financial Director
Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301

6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit B Amendment 2, Scope of Services and in this Exhibit C – Amendment 2.

7. The Contractor shall provide quarterly reports of all Licensing Examination Fees collected directly from licensees, in accordance with Subsection 4.2, above. The Contractor shall:

7.1. Ensure each report includes the names of licensees, type of examination taken, date of examination and amount collected for the examination.

7.2. Submit quarterly reports no later than the 15th day following the close of the quarter.

7.3. Submit quarterly reports to the Financial Director identified in Section 5, above.

CERTIFICATE OF AUTHORIZATION

I, Stephen Tapp, a Manager or Member of PSI Services LLC, a limited liability company ("Company"), DO HEREBY CERTIFY that I am a Manager or Member of the Company who has authority to act as an agent of the Company in executing this Certificate of Authorization. I further certify the following individual or is a Manager or Member of the Company and has the authority to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in client agreements and requests for proposals:

Alon Schwartz, Senior Vice President, Licensure

FURTHER, I CERTIFY that all necessary approvals by the Manager or Member of the Company have been obtained with respect to the execution of said contract and/or amendments thereto and/or other documentation thereunder.

IN WITNESS WHEREOF, I have set my hand this 14th day of December 2022.

DocuSigned by:

EA34E0B4CCE9440

Signature of Manager or Member

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PSI SERVICES LLC is a Delaware Limited Liability Company registered to do business in New Hampshire as PSI EXAM SERVICES on May 23, 2017. 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: 770978

Certificate Number: 0005902014

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of November A.D. 2022.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 1380674C-043F-444D-81B7-DE6D22D04450

State of New Hampshire

Filed
Date Filed 07/08/2022 04:30 00 PM
Effective Date 07/08/2022 04 30 00 PM
Filing # 5833334 Pages 1
Business ID 906877
David M Scanlan
Secretary of State
State of New Hampshire

Filing fee: $50.00
Use black print or type.

APPLICATION FOR REGISTRATION OF TRADE NAME

(PLEASE TYPE OR PRINT CLEARLY)

1. Business name: PSI Exam Services
(Name cannot include "INC." or other corporate designation)

2. Business address: 611 N. Brand Blvd. 10th floor, Glendale, CA 91203
No. & Street City / town State Zip

Mailing address (if different): _____
No. & Street City / town State Zip

3. Brief description of kind of business to be carried on (and if known, list the NAICS Code and Sub-Code): NAICS - 611000 Educational Services

4. Date business organized: November 17, 2006

5-A. **BUSINESS APPLICANT**: If the applicant is a corporation or other entity, list corporation's or entity's exact name and include title of person signing. If more space is needed for additional entity applicants, please attach additional sheet(s).

PSI Services LLC
Entity name (type or print)

Ashley Wilson
AUTHORIZED SIGNATURE

Ashley Wilson, Secretary
Signer's name and title (type or print)

611 N. Brand Blvd. 10th floor
No. Street

Glendale, CA 91203
Town/City State Zip

5-B. **INDIVIDUAL APPLICANTS**: Please type or print applicants' name(s), address(es) and include signature. If more space is needed for additional individual applicants, please attach additional sheet(s).

1. _____
Type or print name
No. Street
SIGNATURE
Town/City State Zip

2. _____
Type or print name
No. Street
SIGNATURE
Town/City State Zip

Business E-Mail: atakvorian@psionline.com

Business Phone: (818) 692-3216

✓ Please check if you would prefer to receive the Reminder Notice by email.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mailing Address - Corporation Division, NH Dept. of State, 107 N Main St, Rm 204, Concord, NH 03301-4989
Physical Location - State House Annex, 3rd Floor, Rm 317, 25 Capitol St, Concord, NH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/13/2023

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
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071

CN102335019–EOCr-22-23

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Transportation Insurance Co	20494
INSURER B : The Continental Insurance Company	35289
INSURER C : National Fire Insurance of Hartford	20478
INSURER D : N/A	N/A
INSURER E :	
INSURER F :	

INSURED
PSI Services LLC
611 N. Brand Blvd.
Glendale, CA 91203

COVERAGES **CERTIFICATE NUMBER:** LOS-002661262-01 **REVISION NUMBER:** 4

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7033927840	06/01/2022	06/01/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Combined Total	$ 10,000,000
B	AUTOMOBILE LIABILITY			7033927854	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7033927868 (CA)	06/01/2022	06/01/2023	X PER STATUTE / OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N / A		7033927871 (AOS)	06/01/2022	06/01/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Re: Services from July 1, 2020 to June 30, 2023

CERTIFICATE HOLDER

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
of Marsh Risk & Insurance Services

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AGENCY CUSTOMER ID: CN102335019
LOC #: Los Angeles

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services	NAMED INSURED PSI Services LLC 611 N. Brand Blvd. Glendale, CA 91203
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

1st Excess
Carrier: ACE American Insurance Company
Policy No. XEO G4677341A 004
Effective date: 6/1/2022
Expiration date: 6/1/2023
Limit: $5,000,000

2nd Excess
Carrier: Endurance American Specialty Insurance Company
Policy No: PRX30001735602
Effective date: 6/1/2022
Expiration date: 6/1/2023
Limit: $5,000,000

Signature: [illegible]
Email: lindsey.b.courtney@oplc.nh.gov

Signature: Sheri Phillips
Email: sheri.l.phillips@doj.nh.gov

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PSI Contract Amendment - Take 3

Final Audit Report 2023-01-04

Created:	2023-01-04
By:	Denise Sherburne (Denise.M.Sherburne@oplc.nh.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnNGXmr7SkBKJ-V9m-LehCjdrleOOZUoP

"PSI Contract Amendment - Take 3" History

Document created by Denise Sherburne (Denise.M.Sherburne@oplc.nh.gov)
2023-01-04 - 6:29:01 PM GMT

Document emailed to Lindsey Courtney (lindsey.b.courtney@oplc.nh.gov) for signature
2023-01-04 - 6:31:53 PM GMT

Email viewed by Lindsey Courtney (lindsey.b.courtney@oplc.nh.gov)
2023-01-04 - 6:32:08 PM GMT

Document e-signed by Lindsey Courtney (lindsey.b.courtney@oplc.nh.gov)
Signature Date: 2023-01-04 - 6:32:28 PM GMT - Time Source: server

Document emailed to Sheri Phillips (sheri.l.phillips@doj.nh.gov) for signature
2023-01-04 - 6:32:29 PM GMT

Email viewed by Sheri Phillips (sheri.l.phillips@doj.nh.gov)
2023-01-04 - 9:35:03 PM GMT

Document e-signed by Sheri Phillips (sheri.l.phillips@doj.nh.gov)
Signature Date: 2023-01-04 - 9:40:59 PM GMT - Time Source: server

Agreement completed.
2023-01-04 - 9:40:59 PM GMT

Adobe Acrobat Sign

AUG06'21 AM11:22 RCVD 54 dam

State of New Hampshire

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
DIVISION OF ADMINISTRATION
7 Eagle Square, Suite 200
Concord, N.H. 03301
Telephone 603-271-2152 · Fax 603-271-0597

LINDSEY B. COURTNEY
Executive Director

August 3, 2021

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 PSI Services LLC of Glendale, California (Vendor Code 170061), for testing services, by increasing the price limitation by $360,000.00, to bring the total contract price from $179,000.00 to $539,000.00, effective upon Governor and Council approval through June 30, 2023. 100% Other funds.

Funding is contingent upon the Governor and Council's approval on August 18, 2021, and the Fiscal Committee's approval on August 20, 2021, to establish a class 102 and to accept and expend additional funds as follows:

	FY 2022	FY 2023
01-21-021-211010-24040000 Office of Professional Licensure and Certification, Division of Administration 102-500731 – Contracts for Program Services	$265,000	$ 95,000

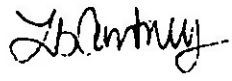
EXPLANATION

Pursuant to RSA 331-A:11, the Real Estate Commission is required to administer examinations to candidates for real estate broker and salesperson licenses in the State of New Hampshire. In 2020, OPLC advertised for bids on the state's website and PSI Services LLC (PSI) was the only organization to submit a proposal. PSI (originally as Applied Measurement Professionals, Inc.) has administered the real estate broker and salesperson license examinations for the Real Estate Commission since July 1, 2003. The expiration date of the current contract is June 30, 2023.

OPLC has observed an unanticipated increase in the number of applicants seeking to take examinations. Additionally, the 2020 RFP requested that the method of payment be transferred from being collected by OPLC to being collected directly by PSI, and therefore, OPLC's current contract with PSI was based on an estimated payment for one fiscal year. Unfortunately, however, the rules still need to make it through the respective Board and JLCAR approval process and it is anticipated that they may not be in place for several months. OPLC requests to amend its existing contract to increase the total contract price, which

will permit OPLC continue to pay PSI for examinations until such time as administrative rule changes are in effect that will permit the applicants to pay PSI directly without the need to send testing fees through OPLC.

Respectfully submitted,



Lindsey B. Courtney
Executive Director
Office of Professional Licensure & Certification

AMENDMENT

This Amendment (hereinafter called the "Amendment") dated this 8th day of June, 2021 by and between the State of New Hampshire acting through the Office of Professional Licensure and Certification (the "Office"), and PSI Services, LLC, a limited liability corporation with a principal place of business located at Glendale, California (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an agreement, approved by Governor and Council on June 24, 2020, item #87 (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 17 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 Office have agreed to amend the Agreement in certain respects;

WHEREAS, the Office and the Contractor wish to increase the Contract price by $360,000.00 to bring the total contract price from $179,000.00 to $539,000.00;

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:

Initials: DS AS
Date: 6/8/2021

1. Amendment to Agreement:

   a. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $360,000.00 from $179,000.00 to $539,000.00.

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: as
Date: 6/8/2021

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

Alan Schwartz — Senior Vice President, Licensure — Date: 6/8/2021
PSI Services, LLC

(Notary)

Date: 6/14/21
Lindsey B. Courtney, Executive Director
State of New Hampshire
Office of Professional Licensure and Certification

Approved as to form, execution and substance by:

Date: 6/17/21
Assistant Attorney General
State of New Hampshire, Department of Justice

Initials: AS
Date: 6/8/2021

JUN03'20 AM10:26 DAS

87 Nam

State of New Hampshire

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
121 South Fruit Street, Suite 303
Concord, N.H. 03301-2412
Telephone 603-271-2152 · Fax 603-271-6702

LINDSEY D. COURTNEY
Interim Executive Director

HALLIE A. PENTHENY
Director of Finance

May 26, 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), Division of Technical Professions, Real Estate Commission, to enter into a contract with PSI Services LLC of Glendale, California (Vendor Code 170061) for testing services from July 1, 2020, to June 30, 2023, in an amount not to exceed $179,000. 100% Agency Income.

Funds are anticipated to be available in the following account for Fiscal Year 2021, upon the continued appropriation of funds in the future operating budget:

Division of Technical Professions 01-21-21-212010-240500000	FY 2021
104-500742 CERTIFICATION EXPENSE	$179,000

EXPLANATION

Pursuant to RSA 331-A:11, the Real Estate Commission is required to administer examinations to candidates for real estate broker and salesperson licenses in the State of New Hampshire.

OPLC advertised for bids on the state's website and PSI Services LLC (PSI) was the only organization to submit a proposal. It is also the current Real Estate exam provider. PSI (originally as Applied Measurement Professionals, Inc.) has administered the real estate broker and salesperson license examinations for the Real Estate Commission since July 1, 2003. The expiration date of the current contract is June 30, 2020.

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

May 26, 2020

The submitted proposal meets all requirements of the request for proposal. The contract value is estimated on a similar number of applicants taking the exam, as tested in FY19 and FY20.

While this is a three-year contract, OPLC anticipates that no more payments will be made to the vendor by OPLC after FY21. Under prior contracts, OPLC has collected payment for examination services from the applicant and made payment to the vendor. In FY21, OPLC will complete rulemaking to permit PSI to collect payment for testing directly from the applicant. The $179,000 for FY21 is an annual projection but it is not anticipated that it will take a full year to enact the changes.

Respectfully submitted,

Lindsey B. Courtney
Interim 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 Licensing and Certification		1.2 State Agency Address 121 South Fruit Street Concord, NH 03301	
1.3 Contractor Name PSI Services LLC		1.4 Contractor Address 611 N. Brand Blvd., 10th Floor Glendale, CA 91203	
1.5 Contractor Phone Number 818-847-6180	1.6 Account Number 01-21-081-212010-2405-104-500742	1.7 Completion Date June 30,2023	1.8 Price Limitation $179,000.00
1.9 Contracting Officer for State Agency Hallie Pentheny, Director of Finance		1.10 State Agency Telephone Number 603-271-0142	
1.11 Contractor Signature Date: 5/22/20		1.11 Name and Title of Contractor Signatory Alon Schwartz Senior Vice President, Licesnure	
1.13 State Agency Signature Date: 5-27-20		1.14 Name and Title of State Agency Signatory Hallie Pentheny, Director of Finance	

1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Takhmina Rakhmatova On: 5/27/2020

1.17 Approval by the Governor and Executive Council *(if applicable)*

G&C Item number: G&C Meeting Date:

Contractor Initials AS
Date 5/22/20

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 _AS_____
Date _5/22/20_____

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

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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.

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EXHIBIT A – OTHER PROVISIONS

STATUTORY AUTHORITY OF THE COMMISSION:

The Commission shall have sole responsibility for establishing minimum qualifications and passing requirements for candidates, and the contractor shall have no liability for general, special or consequential damages resulting from, or claiming to have resulted from establishing such qualifications and requirements, or from any other action by the Commission.

LEGAL SUPPORT:

In the event that legal action is taken against the Commission in which the validity of any examination is challenged, the contractor under this agreement, will provide support to the nature and extent of which will be appropriate to the circumstances of the litigation, including without limitations, assisting in pretrial discovery and preparation of contractor witnesses and consultation on matters relevant to the litigation. The contractor will provide this support without charge to the Commission for the time of contractor staff (and as appropriate, contractor external legal counsel).

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 shall survive the termination of this agreement.

ASSIGNMENTS:

The contractor shall not assign this agreement or enter into subcontracts for any of the work described herein without obtaining prior written approval of the Commission except for transportation, shipping, delivery and communication services, printing of the examination materials, test center services, and soliciting other qualified persons for the purpose of drafting and offering advice on proposed examination questions.

FORCE MAJEURE:

The parties shall not be responsible for delays or failures in performance resulting from acts, event or conditions beyond their control, including but not limited to acts of God, strikes, riots, acts of war, epidemics, fire, communication line failures, power failures, private or public carrier failures, earthquakes or other disasters.

GOVERNING LAWS:

This agreement shall be governed by and construed under the laws of the State of New Hampshire.

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RIGHTS TO MATERIALS:

The State of New Hampshire retains all ownership rights to documents, materials, reports, and item pools related to the New Hampshire state specific laws, rules, and regulations portion of the examination.

EXHIBIT B – SCOPE OF SERVICES

This contract agreement, effective the 1st day of July, 2020, and to continue through the 30th day of June 2023, by and between PSI Services LLC of Glendale, California (herein referred to as "PSI Services LLC"), a corporation of the state of California, and the Real Estate Commission of the State of New Hampshire (herein referred to as "Commission"). The Commission, at its sole discretion, may exercise the one (1) option to extend the contract agreement for an additional two years under the same terms and conditions. This Agreement consists of the following documents: Exhibits A, B and C which are all incorporated herein by reference as if fully set forth herein.

PSI Services LLC will:

A. Test all candidates using computer-based method;

B. Obtain the Commission's approval for all examination questions and simulation problems, original or revised, prior to first use;

C. Develop and maintain unique, valid, reliable, secure and legally defensible examinations for entry-level real estate salespersons and brokers for the State of New Hampshire in accordance with specifications developed by PSI Services LLC, and an Examination Review Committee (ERC) consisting of specialists from the State of New Hampshire, the Commission and PSI Services LLC staff members. A two-part multiple-choice test is required for salespersons and a national portion simulation test and a state portion multiple-choice test is required for brokers. The first part of the examination for both salespersons and brokers will be a national portion that will measure knowledge and skills relevant to general practices and principles of real estate that are common to all licensing jurisdictions. The second part of the examination will be a State of New Hampshire portion that will measure knowledge and skills relevant to real estate laws, rules and regulations specific to the State of New Hampshire and other topics to be determined by the Commission. The national and state multiple-choice examinations shall be interchanged and scrambled so that each test presentation is unique. A permanent file shall be maintained of all candidates who have tested including their test scores and response records of each candidate;

D. Organize test administrations and administer examinations on a Monday through Friday schedule throughout the term of the contract. A temporary closure of any test center for scheduled examinations must be pre-approved by the Commission. If a test center is not available to conduct scheduled examinations due to an emergency that would not allow pre-

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approval, the contractor shall notify the Commission within one business day after emergency closure. The examinations are to be administered in four (4) separate test centers acceptable to the Commission in Concord, Manchester, Nashua and Portsmouth, NH. Organize test administrations and administer examinations on Saturdays at all New Hampshire sites on a rotating basis and offer New Hampshire examinations at other PSI Services LLC testing locations where available throughout the United States. Examinations may be administered at other times and places as may be agreed upon by the Commission and PSI Services LLC;

E. Establish and operate four (4) "Premier Plus" test centers, as defined within PSI Services LLC's proposal to RFP OPLC 2020-04 and which is incorporated into this Contract by reference. Test centers are to be located within New Hampshire, provided with physical facilities and equipment adequate for testing and meet the accessibility requirement of the Americans with Disabilities Act, provide all test center personnel, and accommodation of special testing needs of candidates with disabilities.

F. Print and distribute sufficient copies of the New Hampshire Examination Candidate Handbooks to the Commission, individual candidates and other designated parties upon request;

G. Provide at least one (1) toll-free PSI Services LLC telephone number to all candidates for inquiries or to resolve any concerns in a timely, efficient, and responsible manner regarding test scheduling, test examination, administration and test results. The call center may be based outside of the continental United States and must have operators fluent in the English language and able to assist candidates with all examination registration related questions. The call center will be available for calls during the days and times specified in PSI Services LLC's proposal;

H. Until such time as the Commission amends its rules to allow otherwise, timely process candidate registration information received from the Commission;

I. Upon the effective date of an amended Commission rule, timely process candidate registration and credit card payment information received from the candidate;

J. Provide the candidates the option to schedule examinations through PSI Services LLC's on-line scheduling system or by a toll-free telephone number;

K. A toll-free telephone and website reservation system for examination candidates to schedule examination appointments and provide confirmation numbers for all examination candidates through contractor's toll-free telephone and website reservation system.
   a. Upon the effective date of an amended Commission rule, forms and payments shall be accepted by the contractor via mail or electronically; and
   b. Electronic submissions of documents and payments shall be conducted through a well-recognized and secured method.

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L. Score examinations and provide the examination results to the candidates at the testing site upon completion of the examination. Passing candidates shall be provided with a passing score report and a New Hampshire Real Estate Application form for Brokers and for Salespersons. Failing candidates shall receive a diagnostic profile of their strengths and weaknesses of the examination and instructions to re-apply for future examinations;

M. Provide to the Commission on a monthly basis, the following reports:

1. An alphabetical roster of all broker candidates who passed;
2. An alphabetical roster of all salesperson candidates who passed;
3. An alphabetical roster of all broker candidates who failed;
4. An alphabetical roster of all salesperson candidates who failed;
5. An alphabetical roster of all candidates who were absent from testing;
6. Separate summary statistics for broker and salesperson examinations;
7. Summary of pass/fail statistics for real estate pre-licensing schools/instructors.

N. Provide summary reports of pass/fail statistics to NH accredited real estate pre-licensing schools/instructors.

COMMISSION WILL:

A. At PSI Services LLC's request and availability, appoint individuals to the national and state exam review committee who are knowledgeable about the respective fields of real estate and about requirements for entry-level salespersons and brokers;

B. Forward candidate registration information electronically on a periodic basis to PSI Services LLC;

C. Protect the security of the examination by safekeeping under lock and key, if examination questions are temporarily furnished to the Commission by PSI Services LLC in paper format, and keep secure examination questions furnished electronically;

D. Not use, copy, reproduce, disclose or otherwise transmit in any manner any examination questions temporarily furnished to the Commission by PSI Services LLC;

E. Assist in the investigation of any security breach in connection with the development or administration of examinations;

F. Provide PSI Services LLC with documentation of all real estate laws, rules and regulations currently in force in the State of New Hampshire, and promptly inform and provide documentation to PSI Services LLC of any and all changes in the State of New Hampshire laws, rules and regulations;

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G. Establish a passing score for the examination;

H. Meet with PSI Services LLC's representatives as necessary for the purpose of developing content specifications and reviewing examination questions and simulation problems for the national and state sections of the examination;

I. Provide PSI Services LLC a list of accredited real estate schools at the beginning of each contract period, and notify PSI Services LLC of any additions or deletions in the interim.

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EXHIBIT C – METHOD OF PAYMENT

1. Notwithstanding anything to the contrary, the total remuneration under this Contract for Fiscal Year 2021 (July 1, 2020 through June 30, 2021) shall not exceed $179,000 paid by the Commission.
2. Until such time as the Commission amends its rules to allow otherwise, in consideration for the services to be performed by PSI Services LLC hereunder, the Commission agrees to pay PSI Services LLC a fee of $67.00 for an original exam and $65.00 for a re-take exam for each salesperson candidate registered and scheduled to be tested from the period of July 1, 2020 through June 30, 2023.

3. If the Commission approves remote examinations, any candidate may elect to take the exam remotely through a PSI offered internet service that has been approved by the Commission. The exam fee for an approved remote exam would be at the same rate as stated above.

4. Upon the effective date of an amended Commission rule, PSI Services LLC shall receive, as the sole consideration, fees which PSI Services LLC shall directly charge to applicants to sit for the New Hampshire real estate sales agent and broker licensure examinations.

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