

92



STATE OF NEW HAMPSHIRE
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
OFFICE OF THE EXECUTIVE DIRECTOR

Lindsey B. Courtney, J.D.
Executive Director

Heather A. Kelley
Director

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

June 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 enter into a **Sole Source** contract with Prometric, LLC (Vendor Code TBD) of Baltimore, MD for the provision of administrative examination services to the OPLC for the Board of Barbering, Cosmetology and Esthetics for state-approved candidates seeking licensure not to exceed \$0.00 effective upon Governor and Executive Council approval through December 31, 2023, with the option to extend contracted services for up to four (4) additional years. This is a no-cost contract.

EXPLANATION

This request is **Sole Source** because Prometric, LLC is able to maintain continuity of testing services for the Board of Barbering, Cosmetology and Esthetics while the OPLC prepares a Request for Proposal to procure testing services for a number of boards for which the OPLC provides administrative support.

New Hampshire Revised Statutes Annotated (RSA) 313-A:15 Examinations, requires examinations to be available at a minimum of once every six (6) months. The timeframe established by statute, coupled with an existing expiring contract, did not allow enough time for the OPLC to draft and publish an RFP and execute a resulting contract without causing significant disruptions to examination services. Significant disruptions to examination services may have created unnecessary public health risks to New Hampshire citizens.

The OPLC is requesting approval of this contract in order to ensure compliance with NH statutes regarding examination services for license types associated with the Board of Barbering, Cosmetology, and Esthetics.

Based on the foregoing, I am respectfully recommending approval of the contract with Prometric, LLC.

Respectfully submitted,

Lindsey B. Courtney
Executive Director

FORM NUMBER P-37 (version 12/11/2019)

Subject: Testing Services for Cosmetology and Related Boards (SS-2023-ADMIN-04-TESTI-01)

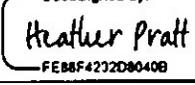
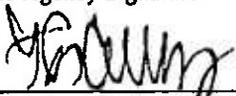
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 7 Eagle Square Concord, NH 03301	
1.3 Contractor Name Prometric, LLC		1.4 Contractor Address 1501 S. Clinton Street Baltimore, MD 21224	
1.5 Contractor Telephone Number (727) 738-8727	1.6 Account Number 01-21-21-211010-240400000	1.7 Completion Date December 31, 2023	1.8 Price Limitation \$0.00
1.9 Contracting Officer for State Agency Heather A. Kelley, Finance Director		1.10 State Agency Telephone Number (603) 271-0142	
1.11 Contractor Signature  Date: 2/8/2023		1.12 Name and Title of Contractor Signatory Heather K. Pratt Vice President of Legal Affairs	
1.13 State Agency Signature  Date: 2/10/23		1.14 Name and Title of State Agency Signatory Lindsey B. Courtney, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Christopher Bond</i> On: 6/5/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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 DS
HP
Date 2/8/2023

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

Contractor Initials

HP

Date 2/8/2023

the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, 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.

**Office of Professional Licensure and Certification
Testing Services for Cosmetology and Related Boards
EXHIBIT A**

Revisions to Agreement General Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date: Completion of Services, is amended to read:

- 3.1. This Agreement must have the approval of the Office of Professional Licensure and Certification (OPLC) before it shall be considered a valid, enforceable document.**
- 3.2. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties.**

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 9, Termination, is amended to read as follows:

- 9. TERMINATION.** The performance of work under the Agreement may be terminated by OPLC in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of OPLC. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly. The Provisions of this contract shall continue until terminated by OPLC or the Administrator by the giving of ninety (90) days written notice to the other party by certified mail.

1.4. Paragraph 13. Indemnification, is amended to read as follows:

- 13. INDEMNIFICATION.** 13.1. Indemnification does not extend to a claim that results solely and directly from (i) OPLC's negligence or unlawful act, or (ii) action by the Contractor taken in reliance upon a written instruction or written direction given by an authorized person acting on behalf of OPLC in accordance with this Agreement. 13.2. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, 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.

**Office of Professional Licensure and Certification
Testing Services for Cosmetology and Related Boards
EXHIBIT A**

1.5. Paragraph 17. Amendment, is amended to read as follows:

17. **AMENDMENT.** This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto, unless no such approval is required under the circumstances pursuant to State law, rule, or policy.

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

25. FORCE MAJEURE. OPLC may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. OPLC may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this agreement.

^{DS}
HP

**Office of Professional Licensure and Certification
Testing Services for Cosmetology, Barbering, Manicuring and Esthetics**



Exhibit B

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall provide administrative examination services to the Office of Professional Licensure and Certification (OPLC) for the Board of Barbering, Cosmetology & Esthetics (NH Board).
- 1.2. OPLC recognizes and accepts National - Interstate Council of State Boards of Cosmetology (NIC) national examinations for the purpose of qualifying applicants for licensing in the licensing categories specified in Section 3, Scope of Work.
- 1.3. For the purposes of this agreement, 'applicant' shall mean an individual who completes an application for testing.
- 1.4. For the purposes of this Agreement, 'candidate' shall mean an applicant who has qualified for examination as determined by the Contractor or OPLC.
- 1.5. The Contractor shall provide a toll-free telephone number for use by prospective examination candidates.
- 1.6. The Contractor shall employ practical examination examiners and necessary personnel for the purpose of administering the New Hampshire examinations.

2. Scope of Work

- 2.1. The Contractor shall schedule examinations on dates approved by OPLC and the NH Board to test qualified applicants in categories of licensure that include, but are not limited to:
 - 2.1.1. Barber 1 (no chemical);
 - 2.1.2. Barber 1 (no chemical) Instructor;
 - 2.1.3. Barber Styling Instructor;
 - 2.1.4. Cosmetology;
 - 2.1.5. Cosmetology Instructor;
 - 2.1.6. Esthetics;
 - 2.1.7. Esthetics Instructor;
 - 2.1.8. Nail Technology (Manicuring);
 - 2.1.9. Nail Technology (Manicuring) Instructor; and
 - 2.1.10. Natural Hair Styling, if recognized as a licensing category.
- 2.2. The Contractor shall ensure examinations are proctored at a location agreed upon between OPLC and the Contractor.

Prometric, LLC

Exhibit B

Contractor Initials

DS
HP

SS-2023-ADMIN-04-TESTI-01

Page 1 of 11

Date

2/8/2023

**Office of Professional Licensure and Certification
Testing Services for Cosmetology, Barbering, Manicuring and Esthetics**



Exhibit B

no person, other than the person administering the examination removes the written examination materials from the examination area.

2.11. The Contractor shall provide a detailed reports to OPLC, NH Board, and the NIC that include, but are not limited to:

- 2.11.1. Testing incidents or irregularities.
- 2.11.2. Corrective measures taken, within twenty-four hours of the incident.
- 2.11.3. Evidence of a breach of security or violation by a candidate or other individual.

2.12. The Contractor shall return the examination materials, including answer sheets, to the appropriate entity as identified by the NIC, upon completion of the examination administration.

2.13. The Contractor shall provide examination result letters:

- 2.13.1. On the webscore system, which is a secured website for candidates to view and print their result letter at no additional cost to the licensee.
- 2.13.2. Via mail through the United States Postal Services (USPS) if a candidate does not have access to the internet, ensuring the result letter is mailed to the candidate the day after the examination unless an emergency situation delays the scoring process.

2.14. The Contractor shall ensure candidates who fail an examination are informed of his/her areas of strength and weakness in easy-to-understand terms.

2.15. The Contractor shall provide OPLC with samples of all communications to applicants for review and approval, which include, but are not limited to:

- 2.15.1. The candidate admission letter.
- 2.15.2. The pass result letter.
- 2.15.3. The fail result letter that includes the strength and weakness information.
- 2.15.4. Other communications to prospective examination candidates.

2.16. The Contractor shall ensure all modifications to documents identified in Subsection 2.15 are approved by OPLC and the NH Board prior to release.

2.17. The Contractor shall ensure members of the NH Board may be permitted to observe, without notice, the administration of any examination at any time.

2.18. The Contractor shall ensure school owners or instructors are excluded from observing the examinations.

3. Examination Content

3.1. Practical examination content, as agreed to by the NIC and OPLC and the NH Board, are listed below and are as determined by the NIC, subject to change

**Office of Professional Licensure and Certification
Testing Services for Cosmetology, Barbering, Manicuring and Esthetics**



Exhibit B

when required by the NIC examination re-development, as approved by the OPLC and the NH Board.

3.1.1. Barber 1 (no chemical) Practical Examination.

3.1.1.1. The examination content areas include:

- 3.1.1.1.1. Set-Up and Client Protection;**
- 3.1.1.1.2. Blood Exposure Procedure;**
- 3.1.1.1.3. Haircutting;**
- 3.1.1.1.4. Shaving with a Straight Razor; and**
- 3.1.1.1.5. Basic Facial.**

3.1.1.2. The NH Board, through OPLC, may eliminate any of these topics with at least sixty (60) days written notice to the NIC.

3.1.2. Barber Styling Practical Examination.

3.1.2.1. The examination content areas include:

- 3.1.2.1.1. Set-Up and Client Protection;**
- 3.1.2.1.2. Haircutting;**
- 3.1.2.1.3. Shaving with a Straight Razor;**
- 3.1.2.1.4. Basic Facial;**
- 3.1.2.1.5. Chemical Waving;**
- 3.1.2.1.6. Blood Exposure Procedure;**
- 3.1.2.1.7. Virgin Hair Lightening and Hair Color Retouch; and**
- 3.1.2.1.8. Chemical Relaxing, Virgin and Retouch.**

3.1.2.2. The NH Board through OPLC, may eliminate any of these topics with at least sixty (60) days written notice to the NIC.

3.1.3. Cosmetology Practical Examination.

3.1.3.1. The examination content areas include:

- 3.1.3.1.1. Work Area and Client Preparation;**
- 3.1.3.1.2. Set Up of Supplies;**
- 3.1.3.1.3. Thermal Curling;**
- 3.1.3.1.4. Haircutting; Work Area and New Client Preparation; and**
- 3.1.3.1.5. Set Up of Supplies;**
- 3.1.3.1.6. Chemical Waving;**

os
HP

**Office of Professional Licensure and Certification
Testing Services for Cosmetology, Barbering, Manicuring and Esthetics**



Exhibit B

- 3.1.3.1.7. Predisposition Test and Strand Test with Simulated Product;
- 3.1.3.1.8. Highlighting with Foil;
- 3.1.3.1.9. Virgin Application with Colored Simulated Product;
- 3.1.3.1.10. Hair Color Retouch with Colored Simulated Product;
- 3.1.3.1.11. Virgin Relaxer Application with Colored Simulated Product;
- 3.1.3.1.12. Blood Exposure Procedure;
- 3.1.3.1.13. Basic Facial;
- 3.1.3.1.14. Hair Removal of the Eyebrows by Tweezing and Using Simulated Soft Wax; and
- 3.1.3.1.15. Manicure and Polish Application.
- 3.1.3.2. The NH Board, through OPLC, may eliminate the non-critical topics with at least sixty (60) days written notice to the NIC.
- 3.1.4. Esthetician Practical Examination
 - 3.1.4.1. The examination content areas include:
 - 3.1.4.1.1. Work Area and Client Protection;
 - 3.1.4.1.2. Set Up of Supplies;
 - 3.1.4.1.3. Cleansing of the Face with Product;
 - 3.1.4.1.4. Exfoliating the Face with Product;
 - 3.1.4.1.5. Using Implement or Materials, Including Towel Steaming, Massaging the Face with Product;
 - 3.1.4.1.6. Work Area and New Client Preparation and Set Up of Supplies;
 - 3.1.4.1.7. Hair Removal of the Eyebrows by Tweezing and Using Simulated Soft Wax;
 - 3.1.4.1.8. Facial Mask and Conclusion of Facial Service; and
 - 3.1.4.1.9. Facial Makeup and Blood Exposure Procedure.
 - 3.1.4.2. The NH Board, through OPLC, may eliminate the non-critical topics with at least sixty (60) days written notice to the NIC.
- 3.1.5. Instructor Practical Examination for Barber Styling, Barber 1 (no chemical) Cosmetology, Esthetics, Nail Technician/Manicurist.

Prometric, LLC

Exhibit B

Contractor Initials

HP
2/8/2023

SS-2023-ADMIN-04-TESTI-01

Page 5 of 11

Date

**Office of Professional Licensure and Certification
Testing Services for Cosmetology, Barbering, Manicuring and Esthetics**



Exhibit B

- 3.1.5.1. The examination content areas include:
 - 3.1.5.1.1. Theory Lesson Plan;
 - 3.1.5.1.2. Theory Lecture;
 - 3.1.5.1.3. Demonstration Lesson Plan; and
 - 3.1.5.1.4. Demonstration Lecture.
- 3.1.5.2. The NH Board, through OPLC, may eliminate the non-critical topics with at least sixty (60) days written notice to the NIC.

3.1.6. Nail Technician/Manicurist Practical Examination

- 3.1.6.1. The examination content areas include:
 - 3.1.6.1.1. Work Area and Client Protection;
 - 3.1.6.1.2. Set Up of Supplies;
 - 3.1.6.1.3. Manicure and Polish Application;
 - 3.1.6.1.4. Work Area and New Client Preparation;
 - 3.1.6.1.5. Set Up of Supplies;
 - 3.1.6.1.6. Nail Tip Application and Blending;
 - 3.1.6.1.7. Sculptured Nail; and
 - 3.1.6.1.8. Blood Exposure Procedure.
- 3.1.6.2. The NH Board, through OPLC, may eliminate the non-critical topics with at least sixty (60) days written notice to the NIC.

4. Scores

- 4.1. The Contractor shall ensure examinations include passing score values that applicants must attain in order to pass the examinations identified in Section 3, which include:
 - 4.1.1. Barber 1 (no chemical)
 - 4.1.1.1. Practical: Compensatory Method 75
 - 4.1.1.2. Written: Compensatory Method 75
 - 4.1.2. Barber Styling
 - 4.1.2.1. Practical: Compensatory Method 75
 - 4.1.2.2. Written: Compensatory Method 75
 - 4.1.3. Cosmetology
 - 4.1.3.1. Practical: Compensatory Method 75
 - 4.1.3.2. Written: Compensatory Method 75

OS
HP

**Office of Professional Licensure and Certification
Testing Services for Cosmetology, Barbering, Manicuring and Esthetics**



Exhibit B

- 4.1.4. D. Esthetician
 - 4.1.4.1. Practical: Compensatory Method 75
 - 4.1.4.2. Written: Compensatory Method 75
- 4.1.5. Instructor
 - 4.1.5.1. Practical (all fields): Compensatory Method 75
 - 4.1.5.2. Written: Compensatory Method 75
- 4.1.6. Nail Tech/Manicuring
 - 4.1.6.1. Practical: Compensatory Method 75
 - 4.1.6.2. Written: Compensatory Method 75
- 4.1.7. Natural Hairstyling, if considered a licensing category
 - 4.1.7.1. Practical: Compensatory Method 75
 - 4.1.7.2. Written: Compensatory Method 75

5. Application Processing

- 5.1. The Contractor shall utilize the application approved by the OPLC and the NH Board, which contains verifiable eligibility qualifications. The Contractor shall:
 - 5.1.1. Prepare and make available, upon request, application packets for distribution to prospective applicants and New Hampshire Schools.
 - 5.1.2. Ensure application packets include, but are not limited to:
 - 5.1.2.1. A Candidate Information Bulletin (CIB) for the written and practical examination.
 - 5.1.2.2. NIC Blood Spill Procedures.
 - 5.1.2.3. The application.
 - 5.1.2.4. A list of examination dates and deadlines by which applicants must file for each specified examination administration.
 - 5.1.3. Receive and process applications for examination from candidates for:
 - 5.1.3.1. Barber 1 (no chemical);
 - 5.1.3.2. Barber Stylists;
 - 5.1.3.3. Cosmetologists;
 - 5.1.3.4. Estheticians;
 - 5.1.3.5. Nail Technician/Manicurists;
 - 5.1.3.6. Barber 1 (no chemical) Instructors;
 - 5.1.3.7. Barber Styling Instructors;

OS
HP

**Office of Professional Licensure and Certification
Testing Services for Cosmetology, Barbering, Manicuring and Esthetics**



Exhibit B

- 5.1.3.8. Cosmetology Instructors;
 - 5.1.3.9. Esthetic Instructors; and
 - 5.1.3.10. Nail Tech/Manicuring Instructors.
- 5.2. The Contractor shall ensure unacceptable applications are:
- 5.2.1. Processed in accordance with OPLC guidelines; and
 - 5.2.2. Returned to the candidates with a written explanation of why the application is being returned.
- 5.3. The Contractor shall retain copies of all written communications to testing candidates for a period of at least four (4) years after the termination of this Agreement.
- 5.4. The Contractor shall notify OPLC by e-mail within 48 hours of receiving a completed application that a candidate has applied and is approved for examination. Unacceptable applications shall be handled in accordance with the guidelines set forth by the NH Board,
- 5.5. The Contractor shall provide an examination admission letter to each candidate accepted for examination and ensure that a CIB pertinent to the examination to be administered is provided to the school or is made available on Contractor's website. The Contractor shall ensure the examination admission letter includes, but is not limited to, detailed information regarding:
- 5.5.1. Various tools and equipment needs.
 - 5.5.2. Grading criteria.
 - 5.5.3. Testing date, time, and location.
 - 5.5.4. Refund policy.
 - 5.5.5. Special needs request (Americans with Disabilities Act (ADA) form).
 - 5.5.6. Examination content.
 - 5.5.7. Other necessary instructions.

6. Eligibility Determination

- 6.1. The Contractor shall review and qualify all applicants for examination except for:
- 6.1.1. Applicants with Out-of-State credentials; and
 - 6.1.2. Applicants with apprentice training.
- 6.2. The Contractor shall review submitted applications to ensure applicants meet the qualifications pursuant to current New Hampshire State Laws and Rules.
- 6.3. OPLC shall be responsible for reviewing and qualifying applicants for examination who:
- 6.3.1. Have Out-of-State credentials;

Prometric, LLC

Exhibit B

Contractor Initials

DS
HP

SS-2023-ADMIN-04-TESTI-01

Page 8 of 11

Date

2/8/2023

**Office of Professional Licensure and Certification
Testing Services for Cosmetology, Barbering, Manicuring and Esthetics**



Exhibit B

- 6.3.2. Want to take the Instructor examination based on experience; and/or
- 6.3.3. Have completed their training through an apprenticeship program.
- 6.4. OPLC shall provide the prospective examination candidate with a signed and authorized application.
- 6.5. The Contractor shall schedule applicants for the next available examination after the applicant:
 - 6.5.1. Is determined eligible to sit for examination; and
 - 6.5.2. Pays the appropriate examination fees.

7. Administration

- 7.1. The Contractor shall provide facilities suitable and appropriate in size for examinations. The Contractor shall ensure the site is:
 - 7.1.1. Handicap Accessible;
 - 7.1.2. Equipped with controlled entrances and exits to ensure proper security;
 - 7.1.3. Adequately ventilated with adequate temperature control and lighting; and
 - 7.1.4. Free from distraction and noise.
- 7.2. The Contractor shall ensure necessary equipment and tools, other than tools candidates must provide per the CIB, are available for the various types of examination administrations are on hand.

8. Practical Examinations

- 8.1. The Contractor shall ensure Practical Examinations are completed using a mannequin for disciplines that include:
 - 8.1.1. Barber 1 (no chemical);
 - 8.1.2. Barber Stylist;
 - 8.1.3. Cosmetologist;
 - 8.1.4. Esthetician;
 - 8.1.5. Instructor (all disciplines);
 - 8.1.6. Nail Technician/Manicurist; and
 - 8.1.7. Natural Hairstyling, if considered a licensing category.

9. New Hampshire State Law Examination

- 9.1. OPLC shall provide the State Law examination to the New Hampshire licensed schools to administer.

DS
HP

**Office of Professional Licensure and Certification
Testing Services for Cosmetology, Barbering, Manicuring and Esthetics**



Exhibit B

10. Examiners

- 10.1. The Contractor shall ensure examiners are not currently employed or in any way affiliated with any licensed Barbering, Cosmetology, Esthetics or Nail Technology/Manicuring school.
- 10.2. The Contractor shall ensure examiners are not current members of the New Hampshire State Board of Barbering, Cosmetology and Esthetics.
- 10.3. The Contractor shall ensure examiners meet the requirements of NH Administrative Rules Bar 303.04 and 303.06.
- 10.4. The Contractor shall ensure examiners are:
 - 10.4.1. Experienced and qualified to examine in the category of intent.
 - 10.4.2. NIC-certified prior to administering the practical examination and
 - 10.4.3. Recertified, as necessary and required by the NIC.
- 10.5. The Contractor shall ensure a consistent and skilled rating is utilized in order to achieve test reliability and fairness in performance.
- 10.6. The Contractor shall ensure only Nationally Certified NIC examiners are utilized to administer practical examinations.
- 10.7. The Contractor shall ensure an examiner tests a maximum of eight (8) applicants in the practical examination at the same time.

11. Examination Results

- 11.1. The Contractor shall report candidate examination scores to OPLC prior to releasing the scores to the candidates.
- 11.2. The Contractor shall notify candidates of their examination results, ensuring the candidate's results include the actual written and practical numeric examination scores.
- 11.3. The Contractor shall provide monthly school reports to OPLC, and the applicable NH school, that include the pass rate for qualified applicants who sit for the examination, ensuring the reports capture information for each NH licensed school.

12. Fee Schedule

- 12.1. The Contractor shall be responsible for costs associated with the examination administration including, but not limited to:
 - 12.1.1. Examiners.
 - 12.1.2. Employees.
 - 12.1.3. Postage.
 - 12.1.4. Telephone expenses.

Prometric, LLC

Exhibit B

Contractor Initials

os
HP

SS-2023-ADMIN-04-TESTI-01

Page 10 of 11

Date 2/8/2023

**Office of Professional Licensure and Certification
Testing Services for Cosmetology, Barbering, Manicuring and Esthetics**



Exhibit B

- 12.1.5. Printing.
- 12.1.6. Copying.
- 12.1.7. Examination instruments.
- 12.1.8. Materials.
- 12.1.9. Equipment.
- 12.1.10. Facility leasing.
- 12.2. The Contractor shall collect fees for payments on services that include testing scheduling, examination proctoring and result letters as specified in the Scope of Services, as follows:
 - 12.2.1. Original and Retake Practical Examination Candidate Examination Fee, Barber (no chemical), Barber Stylist, Cosmetologist, Esthetician, Nail Technician/Manicurist, Electrologists. \$119.00.
 - 12.2.2. Original and Retake Instructor Practical Examination Fee \$190.00.
 - 12.2.3. Original and Retake Electrologist Practical Examination Fee \$190.00.
 - 12.2.4. Original and Retake Natural Hairstyling Practical Examination Fee \$190.00.
 - 12.2.5. Original and Retake Computerized Written \$ 74.00.
 - 12.2.6. Original and Retake Computerized Written & NH State Law \$ 88.00.
 - 12.2.7. Original and Retake Computerized NH State Law \$50.00.
- 12.3. The Contractor shall notify OPLC, in writing, no later than thirty (30) days prior to any change in fees identified in Section 12, ensuring no changes in fees occur prior to receiving approval from the OPLC.



**Office of Professional Licensure and Certification
Testing Services for Cosmetology, Barbering, Manicuring and Esthetics**

Exhibit C

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, Scope of Services.
2. This Agreement is entered into for a zero dollar amount.
3. The Contractor agrees to provide the services in Exhibit B, 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. The Contractor shall collect fees for payments on services that include testing scheduling, examination proctoring and result letters as specified in the Scope of Services, as follows:
 - 4.1. Original and Retake Practical Examination Candidate Examination Fee, Barber (no chemical), Barber Stylist, Cosmetologist, Esthetician, Nail Technician/Manicurist, Electrologists. \$119.00.
 - 4.2. Original and Retake Instructor Practical Examination Fee \$190.00.
 - 4.3. Original and Retake Natural Hairstyling Practical Examination Fee \$190.00.
 - 4.4. Original and Retake Computerized Written \$ 74.00.
 - 4.5. Original and Retake Computerized Written & NH State Law \$ 88.00.
 - 4.6. Original and Retake Computerized NH State Law \$50.00.
5. The Contractor shall notify OPLC, in writing, no later than thirty (30) days prior to any change in fees identified in Section 4, ensuring no changes occur prior to receiving approval from OPLC.
6. The Contractor shall submit a report in a form satisfactory to the State by the twentieth (20th) working day of each month, which:
 - 6.1. Identifies test takers, the types of tests taken, and amounts collected per test in the prior month.
 - 6.2. Is dated, complete, and returned to the OPLC every month.
7. In lieu of hard copies, all reports may be assigned an electronic signature and emailed to OPLC.Contracts@oplc.nh.gov, or reports may be mailed to:

Internal Controls and Contracts Administrator
Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301

^{DS}
HP

Prometric, LLC

Exhibit C

Contractor Initials _____

SS-2023-ADMIN-04-TESTI-01

Page 1 of 1

Date 2/8/2023

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 PROMETRIC LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on October 24, 2007. 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: 586356

Certificate Number: 0006226685



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire.

this 10th day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Nicholas E. Bates, hereby certify that:

1. I am a duly designated officer of Prometric LLC.
2. I hereby certify that Heather K. Pratt, Prometric LLC's (the "Company") Vice President of Legal Affairs, has the requisite authority to bind the company in contracts with the State of New Hampshire. This authority remains valid for ninety (90) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Signature of Designated Officer: 
Name: Nicholas E. Bates
Title: CFO
Dated: 2/21/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2023

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 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 Hays Companies, Inc. 980 Washington St., Suite 325 Dedham MA 02026	CONTACT NAME: Colin Quirk PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Colin.Quirk@bbrown.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B:</td> <td>Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER C:</td> <td>Chubb Indemnity Insurance Company</td> <td>12777</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Federal Insurance Company	20281	INSURER B:	Great Northern Insurance Company	20303	INSURER C:	Chubb Indemnity Insurance Company	12777	INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Federal Insurance Company	20281																			
INSURER B:	Great Northern Insurance Company	20303																			
INSURER C:	Chubb Indemnity Insurance Company	12777																			
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Prometric, LLC 1501 South Clinton Street Baltimore MD 21224																					

COVERAGES CERTIFICATE NUMBER: 23-24 GL Auto WC UMB REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			3606-82-26	1/29/2023	1/29/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7361-94-79	1/29/2023	1/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			78192798	1/29/2023	1/29/2024	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	(24) 7183-45-16	1/29/2023	1/29/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL, DISEASE - EA EMPLOYEE \$ 1,000,000 EL, DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

State of NH - OPLC 7 Eagle Sq Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/MYLANA
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.