35A

STATE OF NEW HAMPSHIRE

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

OFFICE OF THE EXECUTIVE DIRECTOR

Deanna E. Jurius
Executive Director

Heather A. Kelley
Director

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January 10, 2024

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

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification (OPLC) to enter into a contract with Amy C. McClellan (VC# 526903), East Burke, Vermont in an amount up to and not to exceed $30,000.00 for the provision of Real Estate Appraisal Expert Consultant Services, with the option to extend for four additional years, effective upon Governor and Council approval through September 30, 2026. 100% Agency Funds.

Funds are available in the following account for Fiscal Year 2025, and are anticipated to be available in Fiscal Year 2026, upon the availability of continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

	FY 2025	FY2026
01-21-021-211010-240400000 Division of Administration		
046-500462 – Consultants	**$5,000**	**$25,000**

EXPLANATION

OPLC released a request for applications (RFA) to solicit potential expert consultants on August 19, 2024, with responses due on September 13, 2024. The RFA reached 670 active licensees under the NH Real Estate Appraisers Board, and was published on OPLC's open requests for proposals webpage as well as the Department of Administrative Services, Division of Procurement and Support Services bids and proposals webpage. OPLC received two (2) applications in response to the RFA. A scoring meeting was held on December 11, with the Board Chair and another Board member present to score the applications. Amy C. McClellan was deemed the most qualified, having demonstrated direct experience with assisting licensing boards in other states to review applications for Real Estate Appraisers.

OPLC requests approval of this contract to provide support to the NH Real Estate Appraisers Board by performing reviews of licensure applicants' experience logs and appraisal reports, to ensure compliance with NH RSA 310:B and Administrative Rules Chapter Rab 300. The NH Real Estate Appraisers Board's Administrative Rules part 302.01 requires that candidates meet the experience requirements established by the Appraisal Qualifications Board (AQB), a component of the Appraisal Foundation recognized under the Financial Institutions Reform, Recovery and Enforcement Act of 1989. As part of the requirements established by the AQB, candidates for licensure must submit experience logs and appraisal reports to demonstrate knowledge of, and compliance with, the Uniform Standards of Professional Appraisal Practice (USPAP).

In years past, the reviews of these experience logs and appraisal reports were undertaken by members of the Real Estate Appraisers Board, since members of the Board are USPAP certified and have the expert knowledge to determine compliance with USPAP standards. As Board meetings occur only once per month, this presents a barrier to entry for new appraisal applicants seeking admission to the industry.

In addition to reviewing the experience logs and appraisal reports on behalf of the Board and OPLC to ensure applicants meet the requirements for licensure, the contractors shall also assist the Board in reviews of complaints, claims, and suits involving licensees where the interest of the public could be adversely affected.

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

Based on the foregoing, I am respectfully recommending approval of the contract amendments with Amy C. McClellan.

Respectfully submitted,

Deanna E. Jurius
Executive Director

Office of Professional Licensure and Certification Administration
Contracts & Internal Controls
Application Evaluation Sheet

* = Indicates Award

Real Estate Appraiser Expert Consultant	RFA-2025-REAPP-01-EXPERT	9/13/2024
RFA NAME	RFA NUMBER	Date

Application Format and Adherence to Instructions

		1		2	
		Sherri Browning		Amy McClellan	
	Overall Result	Yes/No	Pass	Yes/No	Pass
	Application received by deadline		Yes		Yes
1.	**One original:**				
2.	**Application Contains Required:**				
	Transmittal Cover Letter		Yes		Yes
	Curriculum Vitae or Resume		Yes		Yes
	Licenses, Certificates and Permits		Yes		Yes
	Three (3) references for the Applicant		Yes		Yes
	Mandatory Responses to RFA Questions		Yes		Yes

Special Notes	Both of the Expert Reviewers were impressed by Amy McClellan's credentials and thorough experience as an USPAP instructor. Amy McClellan's experience as a member of the Vermont licensing Board for real estste appraisers was held in high regard. Ms. McClellan has also done contractural work for the Vermont licensing board, assisting them in the review of complaint cases and new applications.

Office of Professional Licensure & Certification
Administration
Contracts & Internal Controls
Applicant Totals

Indicates Award

Real Estate Appraiser Expert Consultant
RFA NAME

RFA-2025-REAPP-01-EXPERT
RFA NUMBER

12/11/2024
Date

		Possible Score	1 Sherri Browning	2 Amy McClellan
1.	(Q1) Describe, in narrative form*, your capability to perform the entire scope of work in this RFA, including any specialized classes, trainings and/or seminars attended.	60	45	55
2.	(Q2) Please provide evidence of completion of the USPAP Update Course within the last two years.	Y/N	Y	Y
3.	(Q3) Describe, in narrative form*, your experience in the specialty for which you are applying. Include length of service in your profession and any achievements attained.	40	27.5	32.5
	Totals	100	72.5	87.5

Reviewer Name & Title

1 Andrew Lemay, Board Member

2 Charles Schubert, Board Chair

Subject: Real Estate Appraisal Expert Consultant

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 Amy C. McClellan		1.4 Contractor Address East Burke, VT 05832	
1.5 Contractor Phone Number	1.6 Account Unit and Class 24040000- 046-500462	1.7 Completion Date September 30, 2026	1.8 Price Limitation $30,000
1.9 Contracting Officer for State Agency Jesse G. Wilcox, Contracts Administrator		1.10 State Agency Telephone Number (603) 271-6049	
1.11 Contractor Signature Date: 2-4-2025		1.12 Name and Title of Contractor Signatory Amy C. McClellan	
1.13 State Agency Signature Date: 2/18/25		1.14 Name and Title of State Agency Signatory Deanna E. Jurius, 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: J.D. Lavallee		On: March 6, 2025	
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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

EXHIBIT A

Revisions/Modifications to Standard Terms and Conditions

1. **Revisions to Form P-37, General Provisions**

   1.1. Paragraph 3, Effective Date: Completion of Project, is amended by adding subparagraph 3.4 as follows:

   3.4 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, and approval of the Governor and Executive Council.

EXHIBIT B

Scope of Services

1. **Provisions Applicable to All Services**

   1.1. The purpose of this Agreement is to specify the framework and terms, conditions, safeguards, and procedures under which Amy C. McClellan (hereinafter "Contractor") agrees to provide consultation services in the area of real estate appraisal to the Office of Professional Licensure and Certification (hereinafter "OPLC") and the Real Estate Appraisers Board (hereinafter "Board").

   1.2. The Contractor must be available to receive electronic case files, as prepared and sent by OPLC.

   1.3. The Contractor shall review case file records which may include, but are not limited to:
   - 1.3.1. Office records.
   - 1.3.2. Responses to communications.
   - 1.3.3. Reports from other agencies or states.

   1.4. The Contractor must utilize report formats provided by the OPLC to complete consultative services, as appropriate. The Contractor shall:
   - 1.4.1. Utilize the appropriate current report format to complete investigations.
   - 1.4.2. Ensure reports are completed accurately and according to the requirements of the investigation or review being conducted.
   - 1.4.3. Ensure completed reports are legible and any comments are clear, concise, and objective.
   - 1.4.4. Provide completed reports and supporting documentation, as applicable, to the OPLC no later than forty-five (45) days after receiving case files, unless an extension of time is requested in writing within thirty (30) days of receipt of the files and subsequently granted in writing by OPLC.

2. **Appraisal Report Reviews – Applications for Licensure**

   2.1. The Contractor shall assist OPLC and the Board by conducting conditional reviews of appraisal reports and experience logs submitted by applicants seeking licensure as a:
   - 2.1.1. Licensed Residential Appraiser
   - 2.1.2. Certified Residential Appraiser
   - 2.1.3. Certified General Appraiser

   2.2. Upon receipt of an application for licensure as a real estate appraiser, OPLC shall send the applicant's appraisal reports and experience logs to the Contractor for review. The contractor shall choose three of the applicant's appraisal reports to review.

   2.3. The Contractor shall review the appraisal reports to ascertain whether the applicant meets the experience requirements pursuant to NH Administrative Rule Chapter Rab 302. Upon completion of the review, the Contractor shall send a letter of recommendation to OPLC stating:

   - 2.3.1. The applicant's experience appears to satisfy the requirements of Rab 302 for the applicable license type, and the applicant is recommended for licensure; or

2.3.2. The applicant's experience does not appear to satisfy the requirements of Rab 302, and the Contractor shall clearly identify the deficiencies found in the applicant's appraisal reports and experience logs.

3. **Investigative Reviews**

3.1. The Contractor shall assist OPLC staff to ensure that real estate appraisals have been completed in accordance with state and federal law, including but not limited to the Uniform Standards of Professional Appraisal Practice (USPSP) standards, NH Revised Statute Annotated (RSA) 310-B, and NH Administrative Rules Chapter Rab 100-500. The Contractor shall provide expert consulting services in the review of complaints, claims, and other issues involving licensees, such as:

3.1.1. Professional misconduct
3.1.2. Unprofessional conduct allegations
3.1.3. Consumer Complaints
3.1.4. Other matters which may constitute violations of USPAP standards, RSA 310-B, and NH Administrative Rules Chapter Rab 100-500

3.2. The Contractor shall ensure compliance with Board and OPLC laws, rules, policies, and procedures relative to communications between parties involved with any investigation and/or case review.

3.3. The Contractor shall sign an attestation that confirms no conflict of interest with the parties involved in the investigation, as assigned by OPLC.

3.4. The Contractor shall provide the final report to OPLC staff, and the OPLC will transmit the final report to the Board.

3.5. If a case investigated by the Contractor is scheduled for a hearing, the Contractor shall be available to testify as an expert witness.

3.6. The Contractor shall also be available to meet with OPLC staff and the Board as required to discuss case lists and other matters pertaining to the cases the Contractor is engaged in.

EXHIBIT C

Method of Payment

1. **Contract Price**

   1.1. The OPLC shall pay the Contractor an amount up to and 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.

   1.2. This Agreement is funded with 100% Agency Funds.

   1.3. 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.

2. **Pricing Structure**

   2.1. Payment shall be made on an hourly reimbursement rate of $150 per hour, inclusive of travel, for actual hours worked, in accordance with Exhibit B, Scope of Services.

3. **Invoicing**

   3.1. 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:

   3.1.1. Ensure each invoice is completed, dated, and returned to the OPLC in order to initiate payment.

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

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

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

   3.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to finance@oplc.nh.gov. Hard copy invoices may be mailed to:

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

   3.5. Payments may be withheld pending receipt of required reports or documentation as identified in EXHIBIT B, Scope of Services and in this EXHIBIT C.

Contractor Initials ACM
Date 2-4-2025

CERTIFICATE OF INSURANCE

Producer:

LIA ADMINISTRATORS & INSURANCE SERVICES
P.O. Box 1319
Santa Barbara, CA 93102-1319

Issue Date: 02/07/2025
This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policy below.

Insured: 154828
MILNE-ALLEN APPRAISAL COMPANY, INC.
Amy C. McClellan

East Burke, VT 05832

Fax Number:

COMPANY AFFORDING COVERAGE

Aspen Specialty Insurance Company

Authorized Representative

This is to certify that the policy of insurance listed below has been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term of condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

DISCLAIMER: This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
Professional Liability	AAI004035-10	01/01/2025	01/01/2026	Each Claim General Aggregate	$ 1,000,000 $ 2,000,000

Description of Operations/Locations/Special Items:
Professional Services as defined in the policy

Certificate Holder:
State of NH - 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.

Amy C. McClellan, MAI, SRA, MBA
Milne-Allen Appraisal Company

Permanent Address:

East Burke, VT 05832
Phone:

Professional:

AQB Certified USPAP Instructor
Appraisal Institute MAI and SRA Designated Member
Past Member and Vice Chair of the Appraisal Institute Professional Standards and Guidance Committee (PSG)
Past Member of the Appraisal Institute Body of Knowledge Committee – PSG Representative
NH/VT Chapter of the Appraisal Institute – Treasurer and Board Member
VT Chapter of the Appraisal Institute – Past President and Board Member
Past Chair and Board member of the VT Board of Real Estate Appraisers
Association of Appraisal Regulatory Officials – Past President
Contract review appraiser for the VT Board of Real Estate Appraisers

Current Education:

MBA Babson College, Wellesley, MA, May 2014 Graduate, Cum Laude
Analyzing Operating Expenses
Forecasting Revenue
Rates and Ratios: Making Sense of GIM's, OAR's and DCF
USPAP Instructor Certification Class
International Distance Education Certified Instructor
Uniform Appraisal Standards for Federal Land Acquisitions
Advanced Concepts and Case Studies
Advanced Income Capitalization
Introduction to Green Building Principles and Concepts
Residential and Commercial Valuation of Solar
Case Studies in Appraising Green Commercial Buildings
Case Studies in Appraising Green Residential Buildings
Fundamentals of Separating Real Property, Personal Property, & Intangible
Investigator Training Levels 1 and 2
Babson College*, Wellesley, MA Graduated 1982 B.S. Finance

Honors/Awards:

Wallace P. Mors Award – Outstanding Achievement in Finance

Employment:

Milne-Allen Appraisal Company, Inc. 2004 - Present
City National Bank – VP - Senior Residential Reviewer (July 2021 – March 2023)
MountainSeed AMC – Commercial Review Team Lead (June 2020 – July 2021)
State of Vermont – ROW Appraiser II – January 2014 – April 2014
Real Estate Appraiser - Eric Benson Appraisal Co., Barre, VT 1996-2004

Current Principal Clients:

Community National Bank, Northfield Savings Bank, Merchants Bank, North Country Federal Credit Union, Northeast Home Loan, Passumpsic Savings Bank, Mascoma Bank, Woodsville Savings Bank and Law Office of William P. Neylon, Zuccaro & Willis, P.C and Axelrod and Adler.

State of New Hampshire

Real Estate Appraisers Board

Authorized as

Certified General Appraiser

Issued To

AMY C MCCLELLAN

License Number: NHCG-886
Active

Issue Date: 03/30/2015

Expiration Date: 03/31/2025