

Readopt with amendment Fors 501, effective 3/13/2014 (Document #10544), cited and to read as follows:

CHAPTER Fors 500 ETHICAL STANDARDS, PROFESSIONAL CONDUCT, ADMINISTRATIVE FINES, AND LICENSE SURRENDER

PART Fors 501 ETHICAL STANDARDS~~[/]~~ **AND** PROFESSIONAL CONDUCT

Fors 501.01 Purpose and Scope.

(a) To establish and maintain a high standard of integrity, skills, and practice in the profession of forestry, the following ethical standards~~[rules of]~~ **and** professional conduct are adopted in accordance with RSA 310-A, and shall be binding upon every person holding a license issued by the ~~[board]~~ **OPLC**.

Fors 501.02 Obligation To Obey.

(a) The ethical standards set forth in this part shall bind all licensees, and violation of any such standard shall result in disciplinary sanctions.

(b) All persons licensed under RSA 310-A shall be considered to have knowledge of the existence of these ethical standards~~[/]~~ **and** rules of professional conduct, and shall be deemed to be familiar with their ~~[several]~~ provisions. Such knowledge shall encompass the understanding that the practice of forestry is a privilege, as opposed to a right, and the licensee shall be forthright and candid in the licensee's statements or written response to the board or its representatives on matters pertaining to professional conduct.

Fors 501.03 Standards of Conduct.

(a) The licensee shall:

- (1) Not attempt to practice in any professional field in which the licensee is not certified~~[/]~~, registered~~[/]~~, licensed, or competent;
- (2) Undertake only work for which the licensee is qualified by education and experience; and
- (3) When serving as an expert or technical witness before any court, commission, or other tribunal, express an opinion only when it is founded upon adequate knowledge of the facts in issue, upon a background of technical competence in the subject matter, and upon honest conviction of the accuracy and propriety of the testimony.

(b) The licensee shall:

- (1) Clearly identify ~~[himself or herself]~~ **themselves**, ~~[his or her]~~ **their** employer, and in whose interest ~~[he or she is]~~ **they are** working;
- (2) Disclose fully in writing to the client any financial or purchase interest the licensee or the licensee's employer has in the land or timber including the licensee or licensee's employer's interest in the stumpage or timber to be harvested and the relationship to the services to be provided by the licensee;
- (3) Conscientiously avoid conflicts of interest or even the appearance of such conflicts, and

- (4) If despite such precaution, a conflict of interest is discovered, it shall be promptly and fully disclosed to the client^[A] **or** employer and the licensee shall be prepared to act immediately to resolve the conflict.
- (c) The licensee shall:
- (1) Not knowingly issue a false statement or false information;
 - (2) Advertise only in truthful manner, stating the services the licensee is qualified and prepared to perform;
 - (3) Not falsify or permit misrepresentation or exaggeration of the licensee's or the licensee's associates', academic or professional qualifications;
 - (4) Not misrepresent or exaggerate the licensee's degree of responsibility in, or for the subject matter of prior assignments;
 - (5) Not misrepresent pertinent facts in brochures or other presentations incident to the solicitation of employment concerning employers, employees, associates, joint ventures, or the licensee or their past accomplishments with the intent and purpose of enhancing the licensee's qualifications and work;
 - (6) Issue no statements, criticisms, or arguments on forestry matters which are inspired or paid for by an interested party, or parties, unless such comments are prefaced by explicit identification of the licensee and by disclosing the identities of the party or parties on whose behalf the licensee is speaking;
 - (7) Not attempt to injure by false statement or dishonest action either directly or indirectly, the professional reputation, prospects, or business of another; and
 - (8) Be objective and truthful in all professional reports, statements or testimony, and include only relevant and pertinent information in such reports, statements, or testimony.
- (d) The licensee shall:
- (1) Offer written documentation specifying the services to be provided to the client by the licensee or under the licensee's supervision, the land upon which the work will be performed, the nature and scope of the work to be performed, and the time period within which the work is to be performed;
 - (2) Administer timber harvesting operations on behalf of a client or employer only when written contracts are in place between the client or employer and the third party purchasing stumpage;
 - (3) Disclose fully all direct or indirect costs or obligations of services provided, by the licensee or under the licensee's supervision, including hourly or daily rates and commissions, as well as exclusive contracts to sell forest products to certain individuals or firms;
 - (4) Provide complete services requested by client or disclose clearly that such services cannot be provided;

- (5) Not disclose information concerning the affairs of the forester's client without the client's express permission;
 - (6) Not accept compensation or expenses from more than one employer^[/] **or** client for the same service, unless the parties involved are informed and consent; and
 - (7) Not solicit or accept gratuities, directly or indirectly, from contractors, their agents, or other parties dealing with the licensee's client in connection with the work for which the licensee is responsible.
- (e) The licensee shall:
- (1) At all times in the performance of services, abide by applicable federal, state and municipal laws and regulations;
 - (2) When asked to practice forestry which deviates from accepted professional standards, advise the client or employer in writing in advance of the known consequences of such deviation;
 - (3) While in public service as a member, advisor, or employee of a governmental body or department, not participate in considerations or actions with respect to private forestry services provided by the licensee or by the licensee's organization;
 - (4) Unless the circumstances are fully disclosed to all parties, not solicit or accept a forestry contract from a government body on which a principal or officer of the licensee's organization serves as a member;
 - (5) Not contract for the completion of another licensee's contracted work unless reasonable effort has been made to consult with the prior licensee by letter sent via U.S. mail or electronic mail; and
 - (6) Not engage in or participate in professional or business practices of a fraudulent or dishonest nature.
- (f) The licensee shall:
- (1) Cooperate with investigations and requests for information from the board and the board's representatives;
 - (2) Present information to the board of licensure for foresters for action, if the licensee has evidence of unprofessional conduct of another forester provided that the licensee possesses reasonably clear evidence that such misconduct is occurring;
 - (3) If [~~she/he~~] **they** possess[~~es~~] reasonably clear evidence that a person is practicing forestry without a license or otherwise violating RSA 310-A:98-117, report said person to the board;
 - (4) Submit only truthful and correct information in any application or other document filed with or statement made to the board;

- (5) Inform the board of a principal business~~/~~ or home address to which all official board communications should be directed, and also of all addresses where ~~he/she is~~ they are practicing forestry; and
 - (6) Report to the board the establishment of a business~~/~~ or home address or the change or abandonment of a business~~/~~ or home address within 30 days.
- (g) The licensee shall:
- (1) Not sell nor permit the use of a seal to anyone, recognizing that the seal indicates the licensee's personal responsibility for the work bearing the licensee's seal and;
 - (2) Not affix a signature ~~and~~ or seal to any map or document dealing with subject matter in which the licensee lacks competence by virtue of education ~~and~~ or experience;
 - (3) Not affix the licensee's signature ~~and~~ or seal to any map or document not prepared by licensee or under the licensee's direct supervisory control; and
 - (4) Affix seal to all plans, maps, reports prepared by the licensee and to all contracts related to the practice of forestry.

Repeal Fors 502, effective 3/13/2014 (Document #10544), as follows:

~~[PART Fors 502 VOLUNTARY LICENSE SURRENDER~~

~~— Fors 502.01 Procedure for Surrendering a License. Any person holding a license may voluntarily surrender that license by returning it to the board accompanied by a signed letter stating that he/she intends to surrender his/her license.~~

~~— Fors 502.02 Effect of Voluntary License Surrender.~~

~~— (a) A licensee who voluntarily surrenders a license shall retain no right or privilege of a New Hampshire license unless such a right or privilege is expressly preserved in the board order or settlement agreement authorizing the voluntary surrender. Subject to such possible preservations, a person who reapplies for licensure in New Hampshire after a voluntary surrender shall have the burden of proving compliance with all of the requirements then in effect for new applicants and professional character requirements.~~

~~— (b) Non renewal of a license shall not preclude the board from investigating or completing a disciplinary proceeding based upon the licensee's professional conduct while the license was still in effect. Nor shall surrender of a license preclude the board from investigating disciplinary proceedings not expressly referenced in the voluntary surrender order or settlement agreement. Such investigations and proceedings shall be handled in the same manner as other disciplinary investigations and proceedings.~~

~~— Fors 502.03 Voluntary Surrender When Misconduct Allegations are Pending.~~

~~— (a) A licensee who wishes to surrender his or her license as part of a settlement of pending misconduct allegations shall make a written settlement offer to the board before the close of the record in a disciplinary hearing.~~

~~— (b) Any settlement agreement reached under (a), above, shall include the following concessions:~~

- ~~(1) That the license surrender has occurred in settlement of pending disciplinary charges; and~~
- ~~(2) That the pending disciplinary allegations shall be fully resolved in any future application filed by the licensee in New Hampshire.~~

~~— (c) The board shall decline to accept a settlement agreement under (a), above, if the board believes the licensee has unreasonably declined to disclose material information concerning the alleged misconduct or has refused to stipulate to the truth of specific material facts concerning the alleged misconduct which would be necessary to protect the public interest in the event the licensee subsequently reapplies for a license.~~

~~— (d) A licensee’s stipulation of facts shall be exempt from public disclosure to the extent permitted by RSA 91-A and if the public portion of the settlement agreement or surrender document expressly states that a separate, confidential stipulation of facts is on file with the board.~~

~~— (e) The fact of license surrender and the terms of any settlement agreement pertaining thereto shall be distributed to all relevant licensing authorities and professional societies in the same manner as a final decision containing specific finding of professional misconduct.]~~

APPENDIX

Rule	Specific State Statute the Rule Implements
Fors 501	RSA 310-A:102, VI; RSA 310-A:103
Fors 502	RSA 310-A:102, VII