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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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Concord, N.H. 03301
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June 25, 2020

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

REQUESTED ACTION

Authorize the Department of Education Bureau of Vocational Rehabilitation to enter into a **sole source** contract with the Sky's the Limit Communications, LLC, Hershey, Pennsylvania (Vendor Code 317653), in an amount not to exceed \$1,070,822.52, to provide Pre-Employment Transition Services to students who are blind and vision-impaired, effective upon Governor and Council approval through June 30, 2024. 100% Federal Funds.

Funds to support this request are available in FY 2021, and expected to be available in FY 2022, FY 2023 and FY 2024, upon approval of the biennial budgets, with the ability to adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

06-56-56-565010-25380000-102-500731	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
VR Field Programs-Federal	\$237,201.88	\$261,604.88	\$286,007.88	\$286,007.88

EXPLANATION

This request is **sole source** because the national team from Sky's the Limit Communications is a one-of-a-kind collaboration, administered by blind and vision-impaired individuals, who specialize in delivering Pre-Employment Transition Services (Pre-ETS) and Transition services, especially created to meet the needs of blind and vision-impaired students. The Services for Blind and Vision-Impaired (SBVI) program within the Bureau of Vocational Rehabilitation was unable to identify any entity in New Hampshire equal to delivering comparable services, at the caliber and diversity of subject matter that Sky's the Limit Communications has demonstrated.

This contract will provide Pre-Employment Transition Services (job exploration counseling, work readiness training, work-based learning experiences, counseling on post-secondary educational/training opportunities and self-advocacy) to students who are blind or have vision impairments. Students will participate in workshops and, if a part of their program, will attend an academy to provide them skills to enhance their ability to be independent and successful in employment. These experiences will be melded into their Individual Education Plan's and into their goals with vocational rehabilitation. This is the first program of its kind in NH and these opportunities are very important for students who will live and work in a sighted world.

His Excellency, Governor Christopher T. Sununu

and the Honorable Executive Council

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Given this organization's national footprint, and nimble ability to send small and customized teams of highly qualified teachers, group-setting facilitators, and others to work with Vocational Rehabilitation agencies (with a blindness focus), it can be genuinely said that no other entity can be identified to deliver this caliber of blindness-specific Pre-ETS and Transition services. This is reinforced by the national pool of experts upon which they may rely in fulfilling their obligations, and the collective depth of experience that their national team possess.

In addition to possessing significant expertise in the five required Pre-ETS services described in the Workforce Innovation and Opportunity Act (WIOA), Sky's the Limit Communications has developed customized curriculum to convey these topic areas in a blindness and low-vision friendly fashion. Certainly, no individual or entity in New Hampshire would be equal to delivering these dynamic Pre-ETS and Transition services to the blind and vision-impaired community.

In summary, Sky's The Limit Communications, brings a national knowledge base related to these early VR exploration programs. It comes with a well-defined philosophy of blindness, which will enhance the services, and will be led by competent blind and vision-impaired role models. Sky's the Limit Communications represents the best in delivering blindness-specific Pre-ETS and Transition services currently available nation-wide, and we are fortunate that they are able to bring their unique brand of instruction to our consumers in the Granite State.

In the event Federal Funds become unavailable General Funds will not be requested to support this program.

Respectfully Submitted,



Frank Edelblut
Commissioner of Education

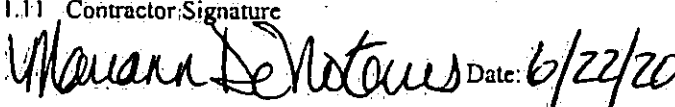

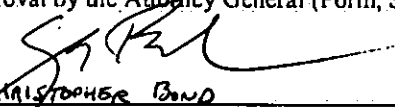
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education Vocational Rehabilitation		1.2 State Agency Address 21 S. Fruit Street, Suite 20 Concord, NH 03301	
1.3 Contractor Name Sky's The Limit Communications, LLC		1.4 Contractor Address 8 Primrose Drive Hershey, PA 17033	
1.5 Contractor Phone Number 717-298-1481	1.6 Account Number See Exhibit C	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$1,070,822.52
1.9 Contracting Officer for State Agency Daniel Frye		1.10 State Agency Telephone Number 603-271-3814	
1.11 Contractor Signature  Date: 6/22/20		1.12 Name and Title of Contractor Signatory Mariann DeNotaris, President & CEO	
1.13 State Agency Signature  Date: 6-26-20		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner	
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:  On: 6/26/20 CHRISTOPHER BOND			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 6/22/20

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

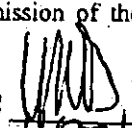
11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the


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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

WMS
6/22/20

EXHIBIT A

Special Provisions

Additional Exhibits D-G.

As a single member LLC, with no employees paragraph 15 (Worker's Compensation) does not apply to this contract.



6/22/20

EXHIBIT B

Scope of Services

This contract's Scope of Services is to provide an array of Pre-Employment Transition Services (Pre-ETS) to eligible blind and vision-impaired students. The Pre-ETS services envisioned as deliverables under this contract fall within the five "required" Pre-ETS categories (job exploration counseling, work readiness training, work-based learning opportunities, counseling on post-secondary opportunities and self-advocacy) outlined in the Workforce Innovation and Opportunity Act (WIOA) of 2014, as amended. While New Hampshire Vocational Rehabilitation (NHVR) has many providers for Pre-ETS, there are no specific programs for students who are blind and vision-impaired. Specifically, this contract seeks to develop the infrastructure and ability to serve qualified blind and vision-impaired students through two distinct programs:

Youth Empowerment Skills New Hampshire (YES—NH.)	Interdisciplinary Community Engagement New Hampshire (ICE—NH.)
<p>A.—Youth Empowerment Skills New Hampshire (YES—NH.), a comprehensive, multi-year course that provides both practical, hands-on and theoretical instruction in the art of advocacy, self-representation, and a detailed knowledge of disability-related public policy that will enable the successful graduate to navigate effectively her/his professional and personal environment. This program is New Hampshire's blindness and low-vision-specific, advocacy and self-advocacy program. While it will cover a variety of practical matters, its primary objective is to teach advocacy skills and help develop this critical behavior set. In this four-year contract, workshops, as described in-depth below will occur each year to bolster the self-advocacy skills of the students attending the program.</p>	<p>B.—Interdisciplinary Community Engagement New Hampshire (ICE—NH.), a series of between 4-6 workshop events per year, catering to qualified blind and vision-impaired students, youth, their parents and/or guardians, and their Teacher of the Visually Impaired (TVI) or other paraprofessionals. Students are exposed to a range of soft skills, social skills, and other blindness skills instruction, spanning over periods as brief as a four-hour evening and as extensive as a three-four day residential retreat, the length of the ICE session being contingent upon the skills to be taught during the session. Specifically, ICE-NH is New Hampshire's blindness and low-vision-specific Pre-Employment Transition Services program, focusing specifically on career exploration; soft skill development; and blindness-specific training, calculated to increase nonvisual skills and self-confidence, in preparation for post-secondary objectives. While aspects of advocacy and self-advocacy may be inherent in activities of the ICE-NH program, this program's primary objective is to promote the other four "required" Pre-ETS services and blindness-specific skills and self-confidence training. In this four-year contract, four workshops will occur in year one, five in year two and six in year three and four. The academy will occur each year of the four-year contract.</p>


Contractor Initials 
 Date 6/22/20

EXHIBIT B CONTINUED

<u>Yes-NH Programming</u>	<u>ICE-NH Programming</u>
<p>The services are based on Sky's the Limit Communication's nationally respected workshops for Blind and Low Vision students. The four workshops are: 1. "Self-Advocacy Nuts and Bolts"; 2. "Advocating for Yourself"; 3. "Advocating With Peers"; 4. "Advocating for Your Future". Through this series of four stackable, hands-on, interactive and engaging training modules, high school and college students will learn essential information, and practice indispensable self-advocacy competencies which will prepare them to succeed in a sighted world. Each of the four parts will begin with a pre-assessment, end with a post assessment, and culminate with a capstone experience.</p>	<p>The services described are based on Sky's the Limit Communication's nationally respected workshops and academy for Blind and Low Vision students. The workshops are: Community Volunteer Exploration; Work Readiness; Resilience and Wellness; College and Career Exploration and College Workshop. Through a collaborative agreement, Sky's the Limit Communications can now offer the State of New Hampshire two additional workshops from the Blind & Socially Savvy Strength Series. In addition, a report is prepared about each student, which describes their participation, trainer observations and recommendations that can be shared and utilized in the participants' IEPs and/or IPEs.</p>
<p>Each of these workshops may also provide a work-based learning experience or internship. In addition, a report is prepared about each student, which describes their participation, trainer observations and recommendations that can be shared and utilized in the participants' IEPs and/or IPEs.</p>	<p>Through a series of six stackable, hands-on, interactive workshop modules, participants will learn essential skills.</p> <p>Each of the six workshops will begin with a pre-assessment and end with a post assessment.</p>
<p>Each student-centered YES-NH workshop is designed to:</p> <ul style="list-style-type: none"> • Differentiate instruction to meet diverse individual cognitive abilities of participants ages 14-24 • Apply methods in order to encourage independence and help participants use their minds and senses to explore, investigate, and reach conclusions, with increasingly diminishing adult intervention • Deliver workshop experiences in a safe, confidential, and empowering way • Cultivate self-confidence and independence • May be delivered on-line or in person 	<p>Each student-centered ICE-NH workshop is designed to:</p> <ul style="list-style-type: none"> • Differentiate instruction to meet diverse individual cognitive abilities of participants ages 14-24 • Apply methods in order to encourage independence and help participants use their minds and senses to explore, investigate, and reach conclusions, with increasingly diminishing adult intervention • Deliver workshops experiences in a safe, confidential, and empowering way • Cultivate self-confidence and independence • May be delivered on-line or in person

Contractor Initials: *YMD*
 Date: *6/22/20*

EXHIBIT C

Method of Payment

YES-NH Breakdown

	FY 2021	FY 2022	FY 2023	FY 2024	Total
Presenters	\$10,600.00	\$10,600.00	\$10,600.00	\$10,600.00	\$42,400.00
Student Tuition	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$6,400.00
Student Lodging Conference Rooms	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$9,600.00
Student Per Diem	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00	\$6,080.00
Instructional Material	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$16,000.00
Evaluation Services	\$300.00	\$300.00	\$300.00	\$300.00	\$1,200.00
Rental Equipment- Audio Devices	\$400.00	\$400.00	\$400.00	\$400.00	\$1,600.00
Work-Based Learning	\$400.00	\$400.00	\$400.00	\$400.00	\$1,600.00
Administrative Fee	\$3,183.00	\$3,183.00	\$3,183.00	\$3,183.00	\$12,732.00
Sub-Total	\$24,403.00	\$24,403.00	\$24,403.00	\$24,403.00	\$97,612.00
# of workshops	4	4	4	4	16
Total	\$97,612.00	\$97,612.00	\$97,612.00	\$97,612.00	\$390,448.00

ICE-NH Breakdown

	ICE-NH Academy Budget Breakdown
Presenters	\$10,600.00
Guest Speakers	\$6,000.00
Student Tuition	\$4,500.00
Student Lodging/Conference Rooms	\$9,000.00
Student Per Diem	\$5,400.00
Instructional Material	N/A
Evaluation Services	\$402.50
Rental Equipment-Audio Devices	\$600.00
Work-Based Learning	N/A
Administrative Fee	\$5,475.38
Sub-Total	\$41,977.88


Contractor Initials 
Date 6/22/20

EXHIBIT C CONTINUED

ICE-NH Workshop Breakdown

	FY 2021	FY 2022	FY 2023	FY 2024	Total
Presenters	\$10,600.00	\$10,600.00	\$10,600.00	\$10,600.00	\$42,400.00
Student Tuition	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$6,400.00
Student Lodging Conference Rooms	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$9,600.00
Student Per Diem	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00	\$6,080.00
Instructional Material	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$16,000.00
Evaluation Services	\$300.00	\$300.00	\$300.00	\$300.00	\$1,200.00
Rental Equipment- Audio Devices	\$400.00	\$400.00	\$400.00	\$400.00	\$1,600.00
Work-Based Learning	\$400.00	\$400.00	\$400.00	\$400.00	\$1,600.00
Administrative Fee	\$3,183.00	\$3,183.00	\$3,183.00	\$3,183.00	\$12,732.00
Sub-Total	\$24,403.00	\$24,403.00	\$24,403.00	\$24,403.00	\$97,612.00
# of workshops	4	5	6	6	21
Total	\$97,612.00	\$122,015.00	\$146,418.00	\$146,418.00	\$512,463.00

Fiscal Year Budget Summary

	FY 2021	FY 2022	FY 2023	FY 2024	All Fiscal Years
Yes-NH Workshops	\$97,612.00	\$97,612.00	\$97,612.00	\$97,612.00	\$390,448.00
ICE-NH Workshops	\$97,612.00	\$122,015.00	\$146,418.00	\$146,418.00	\$512,463.00
ICE-NH Academy	\$41,977.88	\$41,977.88	\$41,977.88	\$41,977.88	\$167,911.52
Total All Programs	\$237,201.88	\$261,604.88	\$286,007.88	\$286,007.88	\$1,070,822.52

Limitation on Price: In no case shall the contract exceed \$1,070,822.52

Funding Source: Funding for this contract is 100% Federal Funds as follows:

06-56-56-565010-25380000-102-500731	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
VR Field Programs-Federal	\$237,201.88	\$261,604.88	\$286,007.88	\$286,007.88

Method of Payment:

Payment will be made upon the submittal of an invoice for completed workshops and academy session programming completed, which is supported by a summary of activities that have taken place in accordance with the terms of the contract. A final invoice shall be sent to the Department within 30 days of the end of this contract. Invoices and reports shall be submitted to:

Daniel Frye, Administrator,
Vocational Rehabilitation
NH Department of Education
21 S. Fruit Street, Suite 20
Concord, NH 03301

Contract between Sky's The Limit Communications, LLC and the New Hampshire Department of Education

Contractor Initials *VMS*
Date *2/22/20*

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq. apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000; it applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials

Date



6/24/20

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials

Date


6/22/20

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials

Date

WMS
9/27/20

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE:

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials

Date

WMS
6/22/20

Exhibit D: New Hampshire Secretary of State's Certificate of Good Standing

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SKY'S THE LIMIT COMMUNICATIONS LLC is a Pennsylvania Limited Liability Company registered to transact business in New Hampshire on April 24, 2020. 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: 840543

Certificate Number : 0004900696

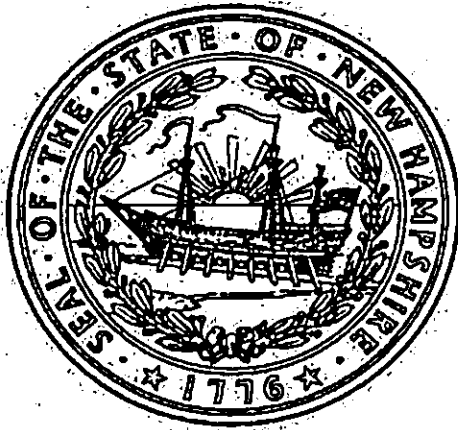
IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State
of New Hampshire,

this 24th day of April A.D. 2020.



William M.

Gardner Secretary of State



CERTIFICATE OF AUTHORITY

(Single Member)

I, Mariann DeNotaris, as a Single Member of my Limited Liability Company, Sky's the Limit Communications, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of Sky's the Limit Communications, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand as the Single Member of the Limited Liability Company this 22 day of JUNE, 2020.


Single Member

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 2020, before me, _____ the undersigned Officer, personally appeared, _____ who acknowledged himself to be the Single Member of _____ a Limited Liability Company, and that he, as such Single Member being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Single Member.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IBA Insurance 1404 E. Chocolate Avenue Hershey PA 17033	CONTACT NAME: Stacia Zewe PHONE (A/C, No, Ext): 717-533-3020 E-MAIL ADDRESS: stacia@yourwm.com	FAX (A/C, No): (717) 533-3021
	INSURER(S) AFFORDING COVERAGE	
INSURED Sky's the Limit Communication, LLC 8 Primrose Drive Hershey PA 17033	INSURER A: Travelers Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		[REDACTED]	06/19/2020	06/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		[REDACTED]	06/19/2020	06/19/2021	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 \$		[REDACTED]	06/19/2020	06/19/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	n/a			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER New Hampshire Department of Education 21 S. Fruit Street, Suite 20 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Stacia Zewe</i> <SZ>
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