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Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

March 22, 2021

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 (VR) to enter into a contract with University of Massachusetts Boston, (Vendor Code 177576), in an amount not to exceed \$67,841. The contract will provide two years of customer satisfaction survey results for the VR program, effective upon Governor and Council approval through June 30, 2022. 100% Federal Funds.

Funds to support this request are available in the account titled VR Field Programs-Federal in FY2021 and anticipated to be available in FY2022, upon the availability and the continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years through the Budget Office, without further Governor and Council approval, if needed and justified.

	<u>FY2021</u>	<u>FY2022</u>
06-56-56-565010-25380000-102-500731	\$8,790	\$59,051
Contracts for Program Services		

**EXPLANATION**

This request is to collaborate with the University of Massachusetts Boston to develop and implement a survey instrument and perform a customer satisfaction survey for the VR program for two years. The University of Massachusetts Boston has specific expertise in working with VR agencies to accomplish customer satisfaction surveys to assess customer satisfaction and to improve program effectiveness for individuals served by the bureau. The technical assistance staff at the university have the following expertise: Disability and inclusion research and evaluation, training and technical assistance/consultation, employment, education, policy analysis, pre-service training, and service delivery.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
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A Request for Proposals (RFP) was advertised on the Department of Education website on July 29, 2020 with a deadline for proposals of October 16, 2020. There were five (5) proposals submitted to the RFP titled "Customer Satisfaction Survey."

A review committee consisting of the VR Director, Field Service Administrator, two Program Specialists and a VR Counselor III reviewed the proposals received by the deadline; (Attachment A). The team recommended the University of Massachusetts for funding.

In the past two years the VR program has undergone substantial changes and reorganization necessitating leadership efforts to increase outcomes and enhance program effectiveness. The bureau is very interested in continuous improvement and the services provided by the University of Massachusetts Boston will assist in this effort. The Nebraska VR program stated in their reference letter; "staff are very professional and over the years have found them to be well educated in development, evaluation and research. They are responsive to needs, provide prompt services and have met every deadline. Nebraska VR used them for customer and business surveys the past three years and would highly recommend them."

In the event Federal Funds are no longer available, General Funds will not be requested to support this contract.

Respectfully Submitted,



Frank Edelblut  
Commissioner of Education

**Attachment A**

**SCORING FOR REVIEW**  
**VR CUSTOMER SATISFACTION SURVEY**

**Proposal Criteria in the RFP**

Statement of Need	10 points
Project Description	30 points
Organizational Capacity	15 points
VR Agency Collaboration	20 points
Project and Organizational Budget	<u>25 points</u>
Possible Points	100 points

The Request for Proposals was posted on the Department of Education’s website on July 29, 2020. Five (5) RFP Proposals were received by the due date of October 16, 2020.

	LHH	BD	TF	TT	KMB	Average
University of Massachusetts Boston	100	100	100	100	100	100
Market Decisions	90	98	90	90	93	92
Analytic Insight	84	78	72	80	73	77
Great Blue	78	65	73	71	74	72
Human Services Research Institute	60	70	80	80	72	72

A proposal review occurred on November 3, 2020. The RFP review panel consisted of the following employees from the Department of Education and (if any other groups).

**Lisa H-H.** Administrator IV, and Director of the New Hampshire Vocational Rehabilitation Program. She has 17 years in the program and began her career as a VR Counselor in the Nashua, NH office.

**Beth D.,** Administrator III, Field Services Administrator. Ms. D has 28 years of experience as a VR Supervisor and VR Counselor. She has expertise in all aspects of the VR program.

**Terri T.,** Program Specialist III. Terri has worked for the agency for over 10 years. Her primary role is to provide businesses training and technical assistance for hiring individuals with disabilities. She also organizes on-the-job trainings for customers and does some job placement for individuals with disabilities.

**Tracey F.,** Program Specialist, has worked for the program for over 10 years and manages the agencies Community Rehabilitation Programs, provides training for supported employment job development and also works with businesses seeking to hire, train and retain individuals with disabilities in their workforce.

**Karen M.B.,** VR Counselor III. Karen has worked for the agency for over twenty years and supports new counselors as they develop their skills in the Portsmouth office. Karen is also fluent in American Sign Language.

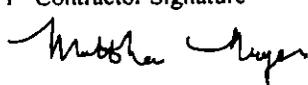
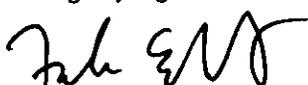
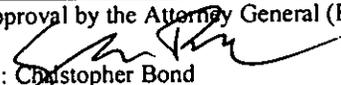
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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		1.2 State Agency Address 21 S. Fruit Street, Suite 20 Concord, NH 03301	
1.3 Contractor Name University of Massachusetts Boston		1.4 Contractor Address University of Massachusetts Boston 100 Morrissey Blvd Boston, MA, 02125	
1.5 Contractor Phone Number 617-297-6412	1.6 Account Number See Exhibit C	1.7 Completion Date 6/30/2022	1.8 Price Limitation \$67,841
1.9 Contracting Officer for State Agency Lisa Hinson-Hatz		1.10 State Agency Telephone Number 603-419-0086	
1.11 Contractor Signature  Date: 4/1/2021		1.12 Name and Title of Contractor Signatory Matthew Meyer, Associate Vice Provost for Research & Director of ORSP	
1.13 State Agency Signature  Date: 4-15-21		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: Christopher Bond  On: 4/15/21			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

**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

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.

**EXHIBIT A**  
**Special Provisions**

Additional Exhibits D-G.

**Federal Certification 2 CFR 200.415**

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

The University of Massachusetts (UMass) Boston is self-insured for \$250,000 and carries a liability policy limit of \$750,000 which totals the \$1 million occurrence limit required by the State of NH

**Workers' Compensation**

The University of Massachusetts (UMass) Boston is self-insured per MA law for worker's compensation. A copy of the letter from General Counsel's Office outlining the MA law that self-insures UMass for worker's compensation, is provided as Attachment B.

## EXHIBIT B Scope of Services

1. The contract between the University of Massachusetts Boston and the Department of Education will design and implement a customer satisfaction survey that will generate data to inform the planning and provision of Vocational Rehabilitation (VR) services, services for the Blind and Vision-Impaired, and Older Blind, Independent Living program services. Two separate surveys will be completed for two federal fiscal years.
2. The major content areas collected by the survey include: information about the customers' experience of the VR process, including pace, responsiveness, scope and quality of services, and professionalism/competency of the staff providing the services.
3. Key Tasks and Deliverables include the following:
  - Review previous surveys and share strengths/weaknesses,
    - VR has at least ten years of previous customer satisfaction surveys to review. Previous surveys have assisted the agency in identifying areas where continuous improvement activities could occur in specific areas (i.e. individual plan for employment development, community rehabilitation program changes to be made, etc.
  - Identify goals and specify objectives for the survey,
    - VR is continually interested in how to make services and access more efficient and effective. VR staff will work with the contractor to identify goals and objectives to obtain information effectively from customers on goal areas.
  - Gather stakeholder input on key guiding questions,
    - This work will be done in a variety of methods to ensure customer preferences for sharing information is taken into consideration. Phone surveys, online surveys, focus groups and other options are available for gathering key information.
  - Define the sample size, and set target response rates,
  - Determine the survey period and timeframes for follow-up efforts,
  - Apply for any human subjects, advisory board or Institutional Review Board approval as required,
  - Discuss and acquire, if relevant, any NHVR marketing and communication resources to supplement University of Massachusetts Boston resources (e.g. use of NHVR logo, or links to social media accounts to announce survey effort),
  - Agree upon data transfer procedures and review the University of Massachusetts Boston standard procedures for protecting personally identifiable information (PII) of NHVR customers,
  - Review the availability of contact information for the survey sample (% complete/ missing data elements, email list validity) and create an outreach plan that describes the mode and timeframes for participant contact,
  - Data Analysis and Quantitative Analysis,

**EXHIBIT B**  
**Continued**

- The contractor will review all information gathered during the survey time period and analyze it to share with VR the areas of success and weakness by office and program.
  - Gap and quadrant analysis,
    - The contractor will provide a gap and quadrant analysis to share with the VR program the most successful practices and the most substantial weaknesses so the program can work on strategies to change these areas.
  - Reporting,
    - The contractor will provide both an accessible PDF format report as well as a 50 bound copies of the entire report.
  - Meetings with VR staff and Stakeholder regarding results.
    - The contractor will meet with the State Rehabilitation Council, the leadership of VR and with the entire staff to share the overall results of the program.
4. All the terms and conditions applicable for the use of federal funds, as outlined in the OMB Uniform Grant Guidance, shall be applied by the contractor to any contract activities and expenses, and may be amended from time to time.

**EXHIBIT C  
Method of Payment**

Budget Category	FY2021	FY2022	Total Cost
Personnel	\$5,873	\$40,119	\$45,992
Fringe Benefits	\$1,854	\$11,281	\$13,135
Supplies	\$264	\$2,283	\$2,547
Indirect Charges	\$799	\$5,368	\$6,167
<b>Total</b>	<b>\$8,790</b>	<b>\$59,051</b>	<b>\$67,841</b>

**Limitation on Price:** This contract shall not exceed \$67,841.

**Funding Source:** Funds to support this request are available in the account titled VR Field Programs-Federal in FY2021 and anticipated to be available in FY2022, upon the availability and the continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years through the Budget Office, without further Governor and Council approval, if needed and justified.

06-56-56-565010-25380000-102-500731	<u>FY2021</u>	<u>FY2022</u>
Contracts for Program Services	\$8,790	\$59,051

**Method of Payment:** Payment will be made upon the submittal of an invoice for 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 will be due within 30 days of the end of this agreement. Invoices and reports shall be submitted, electronically, to:

Lisa Hinson-Hatz, VR Director  
Lisa.K.Hatz@doe.nh.gov  
 Vocational Rehabilitation  
 NH Department of Education

## 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 MM  
Date 4/1/2021

## 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 MM  
Date 4/1/2021

## 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 MM  
Date 4/1/2021

## 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 MM  
Date 4/1/2021

# 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 UNIVERSITY OF MASSACHUSETTS BOSTON is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on March 03, 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: 837883

Certificate Number: 0005068207



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of January A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**EXTRACT FROM THE RECORDS OF  
UNIVERSITY OF MASSACHUSETTS**

**Granting Authority to Execute Contracts and All Other Instruments**

**I, Zunilka Barrett, Secretary of the Board of Trustees of the University of Massachusetts**, do hereby certify that the following is a true and complete copy of a vote duly adopted by the Board of Trustees of the University of Massachusetts at a meeting duly called and held on the fifth day of February, nineteen hundred and ninety-seven at the University of Massachusetts, Chancellor's Conference Room, Boston, Massachusetts:

“Further, to affirm that, except as to matters governed by the University of Massachusetts Intellectual Property Policy (Doc. T96-040), the Treasurer of the University of Massachusetts or his designee shall be the sole contracting officer of the University with the Authority to execute all contract, grants, restricted gifts (excluding endowments), and amendments thereto for sponsored programs in instruction, research, or public service, unless and until otherwise voted by the Board of Trustees.”

I further certify that the Senior Vice President for Administration & Finance and Treasurer of the University, Lisa A. Calise, has retained the right to remain the sole contracting officer of the University of Massachusetts, but in her absence, she has designated Andrew W. Russell, Senior Assistant Vice President of Operations and Associate Treasurer.

I further certify that effective March 31, 2021, the following is a list of designated individuals authorized in accordance with the afore referenced votes to review and execute all grants and contracts for sponsored programs in instruction, research and public service that are applicable to and received on behalf of the University of Massachusetts for their respective campuses.

**Amherst Campus**

**Kumble R. Subbaswamy**, Chancellor, Amherst Campus, Amherst, Massachusetts,  
**Michael F. Malone**, Vice Chancellor, Research and Engagement Amherst Campus, Amherst, Massachusetts,  
**Carol P. Sprague**, Director, Office of Post Award Management, Amherst Campus, Amherst, Massachusetts,  
**Jennifer A. Donais**, Assistant Vice Chancellor, Research and Engagement and Director of Research Compliance, Amherst Campus, Amherst, Massachusetts,  
**Marcia Day**, Director, Office of Pre-Award Services, Amherst Campus, Amherst, Massachusetts  
**Laura J. Howard**, Associate Director, Division of Continuing Education, Amherst Campus, Amherst, Massachusetts  
**Steven D. Goodwin**, Deputy Chancellor, Amherst Campus, Amherst, Massachusetts

**Boston Campus**

**Marcelo Suárez-Orozco**, Chancellor, Boston Campus, Boston, Massachusetts,  
**Kathleen Kirleis**, Vice Chancellor for Administration and Finance, Boston Campus, Boston, Massachusetts,  
**Joseph Berger**, Provost & Vice Chancellor for Academic Affairs, Boston Campus, Boston, Massachusetts,  
**Bala Sundaram**, Vice Provost for Research and Strategic Initiatives and Dean of Graduate Studies, Boston Campus, Boston, Massachusetts,

**Matthew L. Meyer**, Associate Vice Provost for Research and Director of the Office of Research & Sponsored Programs, Boston Campus, Boston, Massachusetts,  
**Shala A. Bonyun**, Assistant Director for the Office of Research and Sponsored Programs, Boston Campus, Boston, Massachusetts,

### **Dartmouth Campus**

**Mark Fuller** Interim Chancellor, Dartmouth Campus, Dartmouth, Massachusetts,  
**Michael Goodman**, Acting Provost & Vice Chancellor for Academic Affairs, Dartmouth Campus, Dartmouth, Massachusetts,  
**Michelle M. Plaud**, Manager of Pre and Post Award Administration, Dartmouth Campus, Dartmouth, Massachusetts,  
**Deborah Dolan**, Pre-Award and Subrecipient Manager, Dartmouth Campus, Dartmouth Massachusetts,  
**Megan Hennessey-Greene**, Director, Office of Research Administration, Dartmouth Campus, Dartmouth Massachusetts,  
**Ramprasad Balasubramanian**, Vice Provost for Research and Academic Affairs, Dartmouth Campus, Dartmouth, Massachusetts,

### **Lowell Campus**

**Jacqueline F. Moloney**, Chancellor, Lowell Campus, Lowell, Massachusetts,  
**Joseph Hartman**, Provost, Lowell Campus, Lowell, Massachusetts,  
**Steven O’Riordan**, Vice Chancellor for Finance and Operations, Lowell Campus, Lowell, Massachusetts,  
**Susan Puryear**, Director, Office of Research Administration, Lowell Campus, Lowell, Massachusetts,  
**Julie Chen**, Vice Chancellor for Research & Innovation, Lowell Campus, Lowell, Massachusetts,  
**Anne Maglia**, Associate Vice Chancellor, Research Administration, Lowell Campus, Lowell, Massachusetts,

### **President’s Office**

**Eric Heller**, Executive Director of the University of Massachusetts Donahue Institute

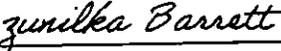
### **Worcester**

**Michael F. Collins**, M.D., Chancellor, University of Massachusetts Medical School, Worcester, Massachusetts,  
**James Glasheen**, Executive Vice Chancellor Innovation & Business Development, University of Massachusetts Medical School, Worcester, Massachusetts,  
**John C. Lindstedt**, Executive Vice Chancellor for Administration & Finance, University of Massachusetts Medical School, Worcester, Massachusetts,  
**Katherine Luzuriaga**, M.D., Vice Provost for Clinical and Translational Research, University of Massachusetts Medical School, Worcester, Massachusetts,  
**Janice Lagace**, Associate Director Research Funding Services, University of Massachusetts Medical School, Worcester, Massachusetts,  
**Patti Onorato**, Managing Director, Clinical Delivery Solutions, Commonwealth Medicine, University of Massachusetts Medical School, Worcester, Massachusetts,  
**Terence R. Flotte**, M.D., Dean, School of Medicine, Provost and Executive Deputy Chancellor, University of Massachusetts Medical School, Worcester, Massachusetts,  
**James McNamara**, Executive Director, Office of Technology Management, University of

Massachusetts Medical School, Worcester, Massachusetts,  
**Marcy Culverwell**, Associate Vice Chancellor for Administration & Finance, University of  
Massachusetts Medical School, Worcester, Massachusetts,  
**Amy Miarecki**, Assistant Vice Chancellor, Grants and Contracts Administration, University of  
Massachusetts Medical School, Worcester, Massachusetts,  
**Danielle Howard**, Director Clinical Research Operations, University of Massachusetts Medical  
School, Worcester Massachusetts,  
**Matty Spragens**, Director of Sponsored Programs, University of Massachusetts Medical School,  
Worcester Massachusetts,  
**Lisa M. Colombo**, Executive Vice Chancellor for Commonwealth Medicine, University of  
Massachusetts Medical School, Worcester Massachusetts  
**Elizabeth Giehl**, Director of Grant Accounting and Compliance, University of Massachusetts  
Medical School, Worcester Massachusetts  
**Mark S. Klempner**, MD, Executive Vice Chancellor for MassBiologics of UMMS, , University  
of Massachusetts Medical School, Worcester Massachusetts

I further certify that Lisa A. Calise, Andrew W. Russell, Kumble R. Subbaswamy, Michael F. Malone, Carol P. Sprague, Jennifer A. Donais, Marcia Day, Laura J. Howard, Steven D. Goodwin, Marcelo Suárez-Orozco, Kathleen Kirleis, Joseph Berger, Bala Sundaram, Matthew L. Meyer, Shala A. Bonyun, Mark Fuller, Michael Goodman, Megan Hennessey- Greene, Ramprasad Balasubramanian, Michelle M. Plaud, Deborah Dolan, Jacqueline F. Moloney, Steven O'Riordan, Julie Chen, Joseph Hartman, Anne Maglia, Susan Puryear, Eric Heller, Michael F. Collins, MD, James Glasheen, John C. Lindstedt, Katherine Luzuriaga, MD, Janice Lagace, Patti Onorato, Terence R. Flotte, MD, James McNamara, Marcy Culverwell, Amy Miarecki, Danielle Howard, Matty Spragens, Lisa M Colombo, Elizabeth Giehl, and Mark S. Klempner are members of the University Administration with its principal office located at 333 South Street, Shrewsbury, County of Worcester, in the Commonwealth of Massachusetts.

Date: April 2, 2021

  
\_\_\_\_\_  
Zunilka Barrett, Secretary to the Board of Trustees





# University of Massachusetts

Amherst • Boston • Dartmouth • Lowell • Medical School • UMassOnline

**To Whom It May Concern:**

The University maintains a comprehensive General Liability policy with limits of \$1,000,000 per occurrence (including a \$250,000.00 self-insured retention) and \$3,000,000 in the aggregate. This policy provides coverage for bodily injury and/or property damage to third parties that result from the University's negligence. The University also maintains an Excess Liability policy in the amount of \$10,000,000 which provides coverage in addition to these limits.

The University and its employees are further protected under Sovereign Immunity. Chapter 258 of the Massachusetts General Laws provides protection from claims of negligence while employees are acting within the scope of their employment.

If you have any questions or concerns, please contact me at 774-455-7616. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joshua Tucker', written in a cursive style.

Joshua Tucker  
Insurance Risk Analyst



# University of Massachusetts

Amherst • Boston • Dartmouth • Lowell • Medical School • UMassOnline

**To Whom It May Concern:**

The University of Massachusetts, as an entity of the Commonwealth of Massachusetts, is self-insured for Worker's Compensation in accordance with Chapter 152 of the Massachusetts General Laws.

If you have any questions or concerns, please contact me at 774-455-7616. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joshua Tucker', written in a cursive style with a long horizontal flourish extending to the right.

Joshua Tucker  
Insurance Risk Analyst