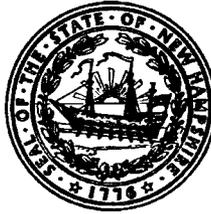


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Frank Edelblut
Commissioner

Paul K. Leather
Deputy Commissioner

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

April 4, 2017

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

REQUESTED ACTION

Authorize the Department of Education to amend an existing contract on a **sole source** basis with Nancy Brigham Associates, (Vendor Code #271913) by increasing the price limitation in the amount of \$8,428.80 from \$10,000.00 to \$18,428.80, to assist the department's E³ Teen Fathering Program in the area of program evaluation, for the period effective upon Governor and Council approval through June 30, 2017. This contract was originally approved by Governor and Council on October 26, 2016 (Item #82). 100% Federal Funds

Funding is available in the account titled Teen E3 Grant as follows:

	FY17 <u>Current</u>	FY 17 <u>Increase</u>	FY 17 <u>Revised</u>
06-56-56-563010-50890000-102-500731 Contracts for Program Services	\$10,000.00	\$8,428.80	\$18,428.80

EXPLANATION

This request is **sole source**, as the amendment exceeds the original contract by more than 10%. The Department would like to amend the contract with Nancy Brigham Associates (NBA) in order to expand the scope of work detailed in the current contract. This additional work will require that NBA develop and implement an E3 Teen Fathering data reporting system in line with the accountability requirements of the U.S. Department of Health and Human Services which funds the program.

Nancy Brigham Associates has become an important member of the Teen E3 stakeholders group. The grant program is required to submit detailed performance assessment data that can be aggregated to assess the success of the program overall. This amendment will enable the Department to continue utilizing NBA's extensive experience in program evaluation and to meet the stringent accountability requirements of the grant.

His Excellence, Governor Christopher T. Sununu
and the Honorable Council
April 4, 2017
Page 2

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank Edelblut". The signature is stylized and cursive.

Frank Edelblut
Commissioner of Education

FE:pd:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

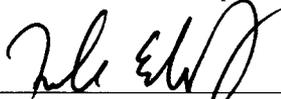
Now come the New Hampshire Department of Education, Bureau of Integrated Programs, hereinafter "the Agency," and Nancy Brigham Associates, Lexington, MA, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was originally approved by Governor and Council on October 26, 2016 (Item #82) hereby agree to modify same as follows:

1. Amend Section 1.8 by removing \$10,000.00 and replacing with \$18,428.80
2. Remove Exhibit A (Scope of Services) and replace with Exhibit A-1
3. Remove Exhibit B (Budget) and replace with Exhibit B-1
4. Modify Exhibit C by removing Dr. Richard Feistman and replacing with Peter Durso.
5. All other provisions of the contract shall remain in effect.
6. This modification shall be effective on the date of Governor and Council approval.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education

By: 
Frank Edelblut, Commissioner of Education

Nancy Brigham Associates

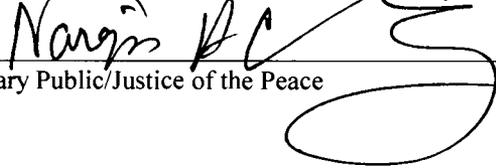
By: 
Nancy Brigham, NBA Sole Proprietor

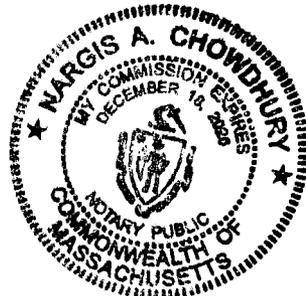
STATE OF MASSACHUSETTS

County of MIDDLESEX

On this the 2nd day of MARCH, 2017 before me, NARGIS A CHOWDHURY, the undersigned officer, personally appeared Nancy Brigham who acknowledged himself/herself to be the Sole Proprietor of Nancy Brigham Associates, a corporation, and that he/she, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Sole Proprietor.

In WITNESS WHEREOF I hereto set my hand and official seal.


Notary Public/Justice of the Peace



Approved as to form, substance and execution by the Attorney General this 10th day of April, 2017.

By: 
Office of Attorney General

Approved by the Governor and Council this _____ day of _____, 2017

By: _____

EXHIBIT A-1
SCOPE OF SERVICES

Nancy Brigham Associates will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval through June 30, 2017:

Objective 1. Participate in monthly collaborator meetings to engage with project partners and learn about ongoing project activities.

- Engage in monthly meetings and review expectations about roles and responsibilities among various agencies and institutions. Review commitments for program and evaluation responsibilities to ensure that they are clear and to the extent possible do not create added burdens for collaborating agencies
- Review the program's logic model to determine underlying assumptions and explore agreements about short term, intermediate, and long-term outcomes. Assist in revision of the logic model. Engage project partners in a discussion and understanding of the logic model.
- Conduct expert informant interviews with stakeholders to understand the mission of their organization and determine their role in the teen fathering project and their institution's unique contribution to service delivery and capacity for data collection, utilizing procedures that adhere to state and federal privacy laws and regulations. To the extent possible, this task will entail site visits to the organizations involved and meetings with the person who is responsible for collecting data. This visit will also include discussions of each participating school's capacity to provide competency-based education. The evaluators will also review education curriculum descriptions, agendas, and mentoring program plans that are intended to serve the teen father participants.

Objective 2. Develop an evaluation plan for the E3 Teen Fatherhood program to determine the responsibilities for collecting, compiling, and managing data in a manner that adheres to state and federal privacy laws and regulations.

- Design a database that adheres to state and federal privacy laws and regulations for the collection of E3 program data (e.g., baseline data on E3 teen fathers enrolled in the program and program outcome data). The specific parameters of the database will be informed by discussion at monthly meetings and interviews conducted with the project staff.
- Determine the specific data points collected by each agency concerning participants, how often is data collected and what, if any, additional data collection is needed as part of participating in the E3 Fatherhood Program. Assist project staff in developing coherent system across collaborators for collecting and documenting data that adheres to state and federal privacy laws and regulations.
- Develop a draft evaluation plan for review by project staff and collaborators. This will include design of a central program database that adheres to state and federal privacy laws and regulations, a plan for capturing the baseline information, progress, and outcomes data collected by individual agencies and organizations.
- Develop specific protocols, assessment instruments, survey tools and other additional data collection instruments that are needed for the project staff to use in evaluation of short-term, intermediate and long-term program outcomes.

Objective 3. Refine the evaluation plan by identifying gaps, redundancies and additional data points.

Deliver a final evaluation plan and associated evaluation instruments to the project staff for comments and finalization.

Objective 4. Assist the E3 director in the development of data collection methods, procedures and protocols that adhere to state and federal privacy laws and regulations.

- Refine all data collection protocols and procedures with project staff to be sure that all OAH data requirements can be fulfilled and that all data collection adheres to state and federal privacy laws and regulations.
- Review all data collection methods, procedures and protocols with contracted stakeholders to ensure that these methods adhere to state and federal privacy laws and regulations. Clarify data required as part of their year-end report. Review with stakeholders the timelines, policies, and procedures for year-end report submission.
- Clarify with program staff that all data collection procedures and protocols are sufficient to meet the needs of the federal funder and that they adhere to state and federal privacy laws and regulations.
- Finalize timelines and deadlines for data submission with contracted stakeholders and program staff.

Objective 5. Develop data collection protocols and instruments and collect data from multiple program stakeholders in a manner that adheres to state and federal privacy laws and regulations.

- Develop a spreadsheet that allows data to be entered from multiple program stakeholders. This spreadsheet will be developed and maintained by the NBA evaluator and shared with project staff. Program data kept on a spreadsheet will adhere to state and federal privacy laws and regulations and will allow E3 program staff to track participants and program services. All participants will be coded for confidentiality and no names or personal identifiers will be used.
- Collect data from multiple stakeholders using forms developed by evaluator that adhere to state and federal privacy laws and regulations and are submitted as part of each stakeholder's annual report.
- Follow up with stakeholders on missing or unclear data.

Objective 6. Input all program, stakeholder, and E3 teen father data on the E3 program's customized spreadsheet developed by the evaluator that adheres to state and federal privacy laws and regulations. Communicate with the program director in any follow-up questions or clarifications.

- Input data into the E3 program's Excel spreadsheet that adheres to state and federal privacy laws and regulations. Data that is accessible from a customized spreadsheet will allow the program director to track E3 teen progress (individual) and stakeholder services and outcomes.
- Assist the program director in aggregating or disaggregating these data based on research needs and, in a manner that adheres to state and federal privacy laws and regulations, to understand the challenges and successes of the program.

EXHIBIT B-1

Budget through June 30, 2017

Objectives 1, 2, 3	12 days @ \$800 per day	\$9,600.00
Objective 4	2.5 days @ \$800 per day	\$2,000.00
Objective 5	4.5 days @ \$800 per day	\$3,600.00
Objective 6	3 days @ \$800 per day	\$2,400.00
Office Expenses ¹		\$628.80
Ongoing communication with project staff		\$200.00
TOTAL		\$18,428.80

Limitation on Price: In no case shall the total budget exceed the price limitation of \$18,428.80

Funding Source: Funding for this contract is 100% Federal Funds from the account titled Teen E3 Grant as follows:

FY 17

06-56-56-563010-50890000-102-500731 Contracts for Program Services \$18,428.80

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

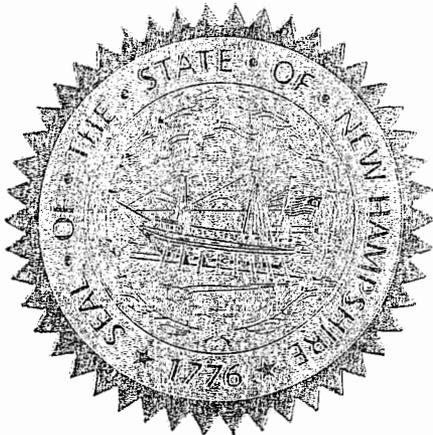
Peter Durso
Project Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

¹ Including mileage per diem costs

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 Nancy Brigham Associates is a New Hampshire trade name registered on April 25, 2016 and that Nancy Brigham presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of April, A.D. 2016

A handwritten signature in cursive script, appearing to read "William Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, Nancy Brigham, as a Sole Owner of my Business, Nancy Brigham Associates certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of myself.

IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Owner of the Business this 2nd day of March, 2017.

Nancy Brigham
Sole Owner

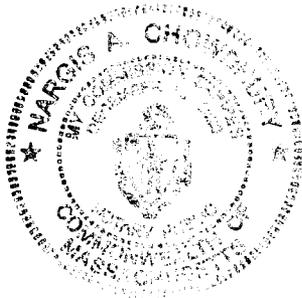
STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this the 2nd day of MARCH, 2017, before me, NARGIS A CHOWDHURY the undersigned Officer, personally appeared Nancy Brigham who acknowledged himself/herself to be the Sole Owner of Nancy Brigham Associates a Business, and that he (she) as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by himself/herself as Sole Owner.

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

Nargis A Chowdhury
Notary Public/Justice of the Peace

My Commission expires: 12/18/2020





A member of Menulotbrook Insurance Group

Home Office:
 11880 College Blvd. Suite 500
 Overland Park, KS 66210
 (800) 351 -1411

CERTIFICATE OF INSURANCE

Named Insured: Brigham, Nancy
 Nancy Brigham Associates

Address:

City, State Zip:

This Certificate is provided only for information purposes and confers no rights upon the certificate holder. It does not amend, extend, reduce or otherwise alter the coverage afforded by the policy shown below, nor does it constitute a contract between this insurance company, or its authorized representative or producer, and the certificate holder.

IMPORTANT: If the Certificate holder is an additional insured, the policy must be endorsed.

<p>Producer: Name: Richard F Jones Jr Address: 3130 Broadway, Kansas City MO 64111</p>	<p>Policy No.: Policy Effective Date: 03/29/17 Policy Expiration Date: 03/29/18 Tab No.: 058262</p>
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Coverages: This certifies that the policy of insurance shown below was issued to the Named Insured above for the policy period stated herein, commencing with the policy effective date and concluding with the policy expiration. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of such policy in spite of any requirement, term or condition of any other contract or document with respect to which this Certificate may pertain. The Limit of Liability shown below may have been reduced by paid **Claims**.

<p style="text-align: center;">Private Educators Professional Liability (Claims Made)</p> <p>Limit of Liability: \$ <u>1,000,000</u> Per Claim Limit of Liability \$ <u>3,000,000</u> Aggregate Limit for all Claims Deductible: \$ <u>1,000</u></p>	<p style="text-align: center;">Off Premises Liability</p> <p>Limit of Liability: \$ _____ Per Claim Limit of Liability \$ _____ Aggregate Limit for all Claims Deductible: \$ _____</p>
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<p>Certificate Holder: New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301</p>	<p>Cancellation: In the event the above described policy is cancelled before the expiration date shown above, notice of cancellation will be delivered in accordance with the policy provisions.</p> <p style="text-align: right;"><i>Richard F. Jones Jr.</i></p>
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Date Issued: 4/10/17

 Authorized Representative

Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144



Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

sw
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Approved
10/26/16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

September 22, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the New Hampshire Department of Education to contract with Nancy Brigham Associates, (Vendor Code #271913) in an amount not to exceed \$10,000.00 to assist the department's E³ Teen Fathering Program in the area of program evaluation, effective upon Governor and Council approval through June 30, 2017. 100% Federal Funds.

Funding is available in the account titled Teen E3 Grant as follows:

	<u>FY17</u>
06-56-56-563010-50890000-102-500731 Contracts for Program Services	\$10,000.00

2. Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract up to three additional fiscal years, subject to the contactor's acceptable performance of the terms therein, and pending legislative approval of the next two biennium budgets.

EXPLANATION

A Request for Proposals was posted on the department website and in the Union Leader January 2016. The Department was seeking an organization or individual to assist the New Hampshire Department of Education's (NH DOE) E³ Teen Fathering Program in the area of program evaluation. A successful applicant would provide a narrative and work plan detailing their expertise and approach to meeting the following priorities:

- Design a research plan for examining the internal functioning of the program
- Analyze data obtained from plan for internal and external distribution.
- Design a research plan for examining the desired outcomes the program participants
- Analyze data obtained from research plan for internal and external distribution.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
September 22, 2016
Page 2

Using the attached scoring rubric, three proposals were received, reviewed and rated by an evaluation team consisting of members of the Bureau of Integrated Programs, headed by the E³ Project Director, Richard Feistman. The team recommended this organization be brought forward for approval. Nancy Brigham Associates' is more than qualified for this task in terms of education and experience. Nancy Brigham Associates' have worked on several New Hampshire based projects, and they provided an impressive strengths-based approach to process and outcome evaluation.

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

Respectfully submitted,


Virginia M. Barry, Ph.D.
Commissioner of Education

VMB:rf:emr

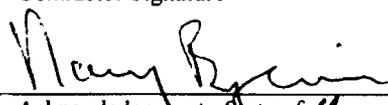
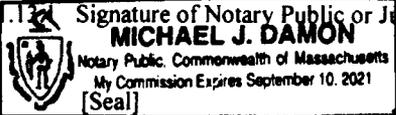
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Nancy Brigham Associates		1.4 Contractor Address 663 Lowell Street #21, Lexington, MA 02420	
1.5 Contractor Phone Number (781) 652-8972	1.6 Account Number 563010-50890000-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$10,000.00
1.9 Contracting Officer for State Agency Richard Feistman, Ph.D., Coordinator, Family & Community Engagement		1.10 State Agency Telephone Number 603-271-8315	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nancy Brigham, NBA Sole Proprietor	
1.13 Acknowledgement: State of <u>Massachusetts</u> , County of <u>Walden</u> On <u>September 21, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Michael J. Damon Relationship Manager, Bank of America</u>			
1.14 State Agency Signature <u>Virginia M. Barry</u> Date: <u>9/29/16</u>		1.15 Name and Title of State Agency Signatory <u>VIRGINIA M. BARRY</u> <u>Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Er. B. Melatye</u> On: <u>10/11/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Final Reviewer	Organization	Reviewer	Letter of Interest	S.O. Minimum Requirements (Yes/No)	A detailed (and viable) work plan articulating the approach to assisting the NH Department of Education with the Priority Areas (2)	Evaluation will produce viable data that can be used to promote program is education and academic circles	Technical Skill, Content including, but not limited to, data analysis, Evaluation, Teen facilitation, Fatherhood, New! collaborations, Hampshire presentations, Education report writing, System development	80	
Nancy Brigham Associates	Deb Fleurant		Letter of Interest: 5 A letter of interest detailing professional and education experience as related to the Priority Areas (2) and the Minimum Requirements.	From a recognized college or university with major study in family studies or program evaluation; Doctorate preferred. Experience: Five (5) years in program evaluation; hands-on experience with family like education programs; knowledge and experience within the areas of the program evaluation and adolescent development; knowledge and experience in strengths-based perspectives and systems theory.	20	15	20	20	
		Richard Feistman Total	5 Yes 5 Yes		25	25	25	20	100
Ed Partners	Richard Feistman Deb Fleurant Total		2.1 Program Process Evaluation 2.1.1 Design a research plan for examining the internal functioning of the program 2.1.2 Analyze data obtained from plan for internal and external distribution.		15	15	25	15	75
		Richard Feistman Deb Fleurant Total	5 Yes 5 Yes 5 Yes		15	15	25	15	75
		Summary 360 (Late Submission) Feistman	5 Yes		15	15	25	15	75
Deborah Fleurant	Deb Fleurant Total		2.2 Program Outcome Evaluation 2.2.1 Design a research plan for examining the desired outcomes the program participants 2.2.2 Analyze data obtained from research plan for internal and external distribution.		25	25	25	20	100
		Deb Fleurant Total	5 Yes		25	25	25	20	87.5

The RFP Review panels consisted of the following following employees from the Department of Education and are members of the Bureau of Integrated Programs: The team recommended this organization be brought forward for approval.

Richard Feistman is the Title I Director for the seacoast since 2014. Dr. Feistman provides technical assistance and supervision of Title I eligible districts and schools in terms of maintaining compliance with federal guidelines. Dr. Feistman consults with districts on issues related to family and community engagement. Dr. Feistman is the author of the E3 Teen Fatherhood Grant.

Deborah Fleurant is a Title I Consultant with the NH Department of Education. She has extensive experience reviewing grants and writing high federal grant programs. She has been with the Department of Education for over 30 years in several capacities and has a Master's degree in Education.

EXHIBIT A
SCOPE OF SERVICES

Nancy Brigham Associates will provide the following services to the New Hampshire Department of Education through June 30, 2017:

Objective 1. Participate in monthly collaborator meetings to engage with project partners and learn about ongoing project activities.

- Engage in monthly meetings and review expectations and review expectations about roles and responsibilities amount various agencies and institutions. Review commitments for program and evaluation responsibilities to ensure that they are clear and the extent possible do not create added burdens for collaborating agencies.
- Review the program's logic model to determine underlying assumptions and explore agreements about short term, intermediate, and long-term outcomes. Assist in revision of the logic model. Engage project partners in a discussion and understanding of the logic model.
- Conduct expert informant interviews with stakeholders to understand the mission of their organization and determine their role in the teen fathering project and their institution's unique contribution to service delivery and capacity for data collection. To the extent possible, this task will entail site visits to the organizations involved and meetings with the person who is responsible for collecting data. This visit will also include discussions of each participating school's capacity to provide competency-based education. The evaluators will also review education curriculum descriptions, agendas, and mentoring program plans that are intended to serve the teen father participants.

Objective 2. Develop an evaluation plan to determine the responsibilities for collecting, compiling, and managing data for the E3 Teen Fatherhood program.

- Design a database for the collection of E3 program data (e.g., baseline data on E3 teen fathers enrolled in the program and program outcome data). The specific parameters of the database will be informed by discussion at monthly meetings and interviews conducted with the project staff.
- Determine the specific data points collected by each agency concerning participants, how often is data collected and what, if any, additional data collection is needed as part of participating in the E3 Fatherhood Program. Assist project staff in developing coherent system across collaborators for collecting and documenting data.
- Develop a draft evaluation plan for review by project staff and collaborators. This will include design of a central program database, a plan for capturing the baseline information, progress, and outcomes data collected by individual agencies and organizations.
- Develop specific protocols, assessment instruments, survey tools and other additional data collection instruments that are needed for the project staff to use in evaluating short-term, intermediate and long-term program outcomes.

Objective 3. Refine the evaluation plan by identifying gaps, redundancies and additional data points. Deliver a final evaluation plan and associated evaluation instruments to the project staff for comments and finalization,

EXHIBIT B

Budget through June 30, 2017

Dr. Kathleen Mackin	8 days @ \$800 per day	\$6,400.00
Ms. Nancy Brigham	4 days @ \$800 per day	\$3,200.00
Office Expenses ¹		\$ 400.00
Total		\$10,000.00

Limitation on Price: In no case shall the total budget exceed the price limitation of \$10,000.00.

Funding Source: Funding for this contract is 100% Federal Funds from the account titled The Teen E3 (Education, Engagement and Employment) Program as follows:

FY 17

06-56-56-563010-50890000-102-500731 Contracts for Program Services \$10,000.00

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Richard Feistman, PhD
Project Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

¹ Including mileage per diem costs

EXHIBIT C

Institution (The contractor) must obtain IRB certification (independent or university based) for research activities. Any required IRB costs will be paid through the E³ program budget and will not be the responsibility of the contractor.

Any public reporting (e.g., reports, articles, white papers, book chapters, etc.) using data obtained for the E³ Teen Fatherhood Program must include the project director, Dr. Richard Feistman, as a contributing author.

If work is satisfactory, there will be an option to renew the contract for subsequent annual reports during FY 18, 19, and 20.

General Provision 14.1.1- In lieu of general liability insurance, Professional liability insurance has been provided.

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, Nancy Brigham, as a Sole Owner of my Business, Nancy Brigham Associates, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of myself.

IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Owner of the Business this 21 day of September, 2016.

Nancy Brigham
Sole Owner

STATE OF Massachusetts
COUNTY OF Middlesex

On this the 21 day of September, 2016, before me, Michael J Damon the undersigned Officer, personally appeared, Nancy Brigham who acknowledged himself/herself to be the Sole Owner of Nancy Brigham Associates a Business, and that he/she, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by himself/herself as Sole Owner.

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

Michael J Damon

Notary Public/Justice of the Peace

My Commission expires: 09/10/2021



Summary NBA

Teen Father Program

Evaluation Consultant RFP Rubric

Letter of Interest

- 5.5 A letter of interest detailing professional and education experience as related to the Priority Areas (2) and the Minimum Requirements.
- 2.1 Program Process Evaluation
 - 2.1.1 Design a research plan for examining the internal functioning of the program
 - 2.1.2 Analyze data obtained from plan for internal and external distribution.
- 2.2 Program Outcome Evaluation
 - 2.2.1 Design a research plan for examining the desired outcomes the program participants
 - 2.2.2 Analyze data obtained from research plan for internal and external distribution.

Yes or No

5.0 Minimum Requirements

Education: Master's degree from a recognized college or university with major study in family studies or program evaluation; Doctorate preferred.

Experience: Five (5) years in program evaluation; hands-on experience with family life education programs; knowledge and experience within the areas of the program evaluation and adolescent development; knowledge and experience in strengths-based perspectives and systems theory.

Significance of Proposal

- 22.25 25 A detailed (and viable) work plan articulating the applicants approach to assisting the NH Department of Education with the Priority Areas (2)
- 21 25 Evaluation will produce viable data that can be used to promote program in education and academic circles

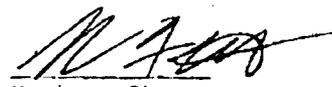
Quality of Services to be Provided

- 23.5 25 Technical Skill, including, but not limited to, data analysis, facilitation, collaboration, presentations, report writing, and product development
- 19.5 25 Content knowledge in the Priority Areas (Evaluation, Teen Fatherhood, New Hampshire Education System)

Total: 91.25 105

Date: 2/26/16

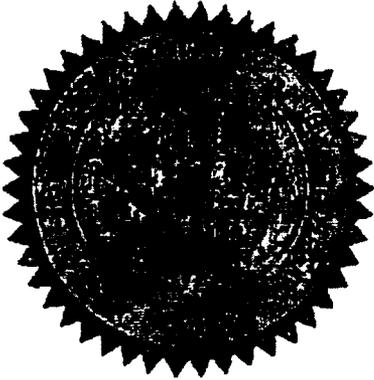
Richard Feistman +
Reviewer Name (Print) Team


Reviewer Signature

**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 Nancy Brigham Associates is a New Hampshire trade name registered on April 25, 2016 and that Nancy Brigham presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 25th day of April, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

NANCY BRIGHAM ASSOCIATES (NBA)
663 LOWELL STREET, #21
LEXINGTON, MA 02420
781-652-8972
NBRIGHAMASSOC@YAHOO.COM

August 8, 2016

To whom it may concern:

I am writing this letter to explain why I am exempt from the need for Workman's Compensation Insurance as a requirement for conducting the evaluation of the E³ Teen Fathers Program for the New Hampshire Department of Education.

Nancy Brigham Associates is a small, woman-owned education program evaluation consulting business. I am the sole proprietor. I have no employees. Everyone who works with me does so as a consultant. They receive 1099 forms. I do not provide anyone with a W2 form. Under these circumstances, I consider myself exempt from the need for Workman's Compensation Insurance.

Nancy Brigham


NBA Sole Proprietor



A member of Metropolitan Insurance Group

Home Office:
11880 College Blvd. Suite 500
Overland Park, KS 66210
(800) 351-1411

CERTIFICATE OF INSURANCE

Named Insured: Brigham, Nancy
Address: Nancy Brigham Associates
City, State Zip: 663 Lowell St #21 Lexington, Massachusetts 02420

This Certificate is provided only for information purposes and confers no rights upon the certificate holder. It does not amend, extend, reduce or otherwise alter the coverage afforded by the policy shown below, nor does it constitute a contract between this insurance company, or its authorized representative or producer, and the certificate holder.

IMPORTANT: If the Certificate holder is an additional insured, the policy must be endorsed.

PRODUCER: Name: Richard F. Jones Jr., Agent/Broker Address: 3130 Broadway City, State Zip: Kansas City, Missouri 64111	POLICY NO.: PED0917841 Policy Effective Date: 03-29-16 Policy Expiration Date: 03-29-17 Tab No.: 058262
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COVERAGES: This certifies that the policy of insurance shown below was issued to the Named Insured above for the policy period stated herein, commencing with the policy effective date and concluding with the policy expiration. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of such policy in spite of any requirement, term or condition of any other contract or document with respect to which this Certificate may pertain. The Limit of Liability shown below may have been reduced by paid Claims.

Private Educators Professional Liability (Claims Made) Limit of Liability: \$ 1,000,000.00 Per Claim Limit of Liability \$ 3,000,000.00 Aggregate Limit for all Claims Deductible: \$ 1,000.00	Off Premises Liability Limit of Liability: \$ Per Claim Limit of Liability \$ Aggregate Limit for all Claims Deductible: \$
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CERTIFICATE HOLDER NEW HAMPSHIRE DEPT OF ED 101 PLEASANT ST CONCORD NH 03301	Cancellation: In the event the above described policy is cancelled before the expiration date shown above, notice of cancellation will be delivered in accordance with the policy provisions.
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Date Issued: 04-11-16

Richard F. Jones Jr.
Authorized Representative