

W 56



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

Paul K. Leather
Deputy Commissioner
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DIVISION OF CAREER TECHNOLOGY AND ADULT LEARNING
BUREAU OF CAREER DEVELOPMENT
21 South Fruit St., Suite 20
Concord, NH 03301
FAX 603-271-4079
Citizens Services Line 1-800-339-9900

September 1, 2015

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

Retroactive

REQUESTED ACTION

Authorize the Department of Education to **retroactively** grant funds in accordance with the Carl D. Perkins Career and Technical Education Act of 2006 to Belknap County Department of Corrections, Laconia, NH (Vender Code 177360) to assist in the operation of their approved career and technical education programs for offenders for the period effective August 15, 2015 through June 30, 2016, in an amount not to exceed \$26,900.00. **100% Federal Funds.**

Funds to support this request are anticipated to be available in the following account in FY 2016 upon the availability and continued appropriation of funds in the future operating budget, Vocational Education-Federal:

06-56-56-565010-60320000-072-502650	Grants-Federal	\$26,900.00
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EXPLANATION

This request is **retroactive** due to additional documentation being included in the contract packet as instructed by the Attorney General's Office. In addition to the customary practice of using the Department's Project and Budget Application Form, a new Agreement form introduced to the Department required a second submission of the contract packet by the contractor delaying the process.

The Career and Technical Education grant award received by the Department of Education allows funds to be awarded to non-public recipients to assist them in operating their career and technical education or apprenticeship programs. The Belknap County Department of Corrections will provide career and technical program instruction to 200 offenders (male and female). Awarded funds will be used to deliver instruction in ServSafe, RRP Lead Paint Certification, and OSHA 10. These classes will assist in the re-entry of offenders back into the community providing marketable skills and gaining nationally recognized credentials necessary to be successful.

Her Excellency, Governor Margaret Wood Hassan
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A Request for Proposal was released to eligible applicants on May 8, 2015. Four proposals were received: Belknap County Department of Corrections/Men and Woman, Hillsborough County Department of Corrections, Rockingham County Department of Correction/Men, and the NH Division for Children, Youth and Families, Bureau of Juvenile Justice Services.

The proposals were reviewed by the Bureau of Career Development's administrator and Education Consultants using an evaluation tool that was developed by Department of Education staff. (See Attachment A). All reviewers have experience in evaluating Request for Proposal submissions.

The reviewers recommend funding the four proposals in the amounts of: \$26,900.00 (Belknap County Department of Corrections Men/Women), \$13,075.00 (Hillsborough County Department of Corrections Men), \$7,500.00, (Rockingham County Department of Corrections), and \$6,745.60 (NH Division for Children, Youth and Families, Bureau of Juvenile Justice Services).

Each response to the Request for Proposal addresses the services to be provided to the respective populations of individuals incarcerated within correctional institutions in NH, consistent with the criteria set out in the federal Carl D. Perkins Career and Technical Education Act of 2006.

Payment will be made monthly on the basis of electronic financial reports submitted by the Belknap County Department of Corrections to the Department of Education. The Department of Education's Centralized Federal Funding System will be utilized to grant funds to the Belknap County Department of Corrections.

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

Respectfully submitted,



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

Attachment A
EVALUATION FOR BELKNAP COUNTY DEPT. OF CORRECTIONS

Scoring Criteria		Lisa Danley	Jennifer Kiley	Courtney Ritchings
Cover Page	0 pts. Max.	0	0	0
Abstract	5 pts. Max.	5	2	2
Description of Unmet Need	5 pts. Max.	4	5	3
Detailed Project Plan	60 pts. Max.	50	60	50
Evaluation Plan	15 pts. Max.	10	15	15
Budget	15 pts. Max.	15	13	15
Level of funding approved		\$26,900.00	\$26,900.00	\$26,900.00
Total budget requested		\$26,900.00	\$26,900.00	\$26,900.00
Total	100 Possible Points	84	95	85

The proposal review team consisted of the following individuals:

Lisa Danley, M. Ed., C.A.G.S., Administrator, State Director of Career and Technical Education. Ms. Danley is the administrator of the Career Development Bureau within the New Hampshire Department of Education. She has over 25 years of experience in all levels of education, including postsecondary. She works with other administrators in the DOE as well as working with all the secondary regional CTE center administrators and their teachers. Ms. Danley has been with the Career Development Bureau since 2004.

Jennifer Kiley MST, Education Consultant. Ms. Kiley is a member of the Career Development Bureau within the New Hampshire Department of Education. She serves as Education Consultant and has one year of grant management experience, which includes reporting and financial management. Ms. Kiley has a wide range of experience within the Bureau; she has the ability to critically assess grant proposals based on the stated guidelines.

Courtney Ritchings M. Ed., Education Consultant. Ms. Ritchings is a member of the Career Development Bureau within the New Hampshire Department of Education. She serves as Education Consultant and has one year of grant management experience, which includes reporting and financial management. Ms. Ritchings has a wide range of experience within the Bureau; she has the ability to critically assess grant proposals based on the stated guidelines.

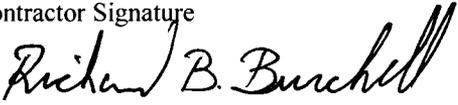
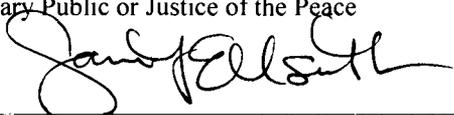
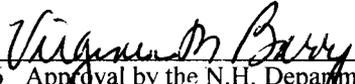
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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, Bureau of Career Development		1.2 State Agency Address 21 South Fruit Street, Suite 20, Concord, NH 03301	
1.3 Contractor Name Belknap County Department of Corrections		1.4 Contractor Address 76 County Road, Laconia, NH 03246	
1.5 Contractor Phone Number 603-527-5480	1.6 Account Number 06-056-6032-072-502650	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$26,900.00
1.9 Contracting Officer for State Agency Virginia M. Barry, Ph.D.		1.10 State Agency Telephone Number 603-271-3144	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Richard B. Burchell, Commissioner	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Belknap</u> On <u>August 24, 2015</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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Jamie Ellsworth Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>9/14/15</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>9/18/15</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.

Exhibit A

Services to be Provided

1. The contractor shall offer SERVSAFE Employee Starter Program and Managers Program, OSHA 10 Training, and Lead Paint Certification classes to incarcerated individuals between the ages of 14 and 24.
2. The contractor will complete a Final Report, which is due 30 days after the end of the grant period (i.e., July 30, 2016).
3. Approximately 200 incarcerated individuals will receive services.

Grantee Initials RBB
Page 1 of 3

Date 8/24/15

Exhibit B

Estimated Budget: Limitation on Price: Payment

I. Estimated Budget:

EXPENSES		REVENUE			TOTALS
ITEM	AMOUNT	CASH	IN-KIND	DOEGrant	
PROFESSIONAL TECHNICAL SERVICES					
SERVSAFE Manager Course: 4 X a year @ \$700 a session = 2,800	\$2,800.00			\$2,800.00	\$2,800.00
OSHA-10 classes: 5 X a year, 12 students per class @ \$2,000 per session = \$10,000.00	\$10,000.00			\$10,000.00	\$10,000.00
SERVSAFE Employee Starter Program: 6 sessions @ \$350 a session = \$2,100	\$2,100.00			\$2,100.00	\$2,100.00
Repair, Renovate and Paint - Lead Paint Certification Class: 6 x a year @ \$2,000 per session = \$12,000	\$12,000.00			\$12,000.00	\$12,000.00
BCDOC Program Director Time/ Grant Manager (14hrs/mo x 12 mo x \$22.86/hr = \$3,840.48)	\$3,840.48		\$3,840.48		\$3,840.48
BCDOC Program Director Time: Entrance interviews and follow-up phone screenings (175 hours x 22.86/hr = \$4,000.50)	\$4,000.50		\$4,000.50		\$4,000.50
Program Assistant Time: (to assist with all CTE programs @ \$20/hr X 154 hours = \$3,080)	\$3,080.00		\$3,080.00		\$3,080.00
OTHER SERVICES					
Utilities/Internet Access	\$2,000.00		\$2,000.00		\$2,000.00
AVA Equipment, Laptop, Projector, Copier, Paper	\$1,500.00		\$1,500.00		\$1,500.00
TOTALS					
			\$14,420.98	\$26,900.00	\$41,320.98

II. Limitation on Price:

This contract will not exceed \$26,900.

III. Method of Payment:

Payment to be made on the basis of invoices, which are submitted upon submission of deliverables of the contract.

All invoices and reports shall be forwarded to:

Carrie Gorman, Program Assistant II
 New Hampshire Department of Education
 Career Development Bureau
 21 South Fruit Street, Suite 20
 Concord, NH 03301

Grantee Initials

RAB

Date

8/24/15

Exhibit C
Special Provisions

None

Grantee Initials RBS
Page 3 of 3

_____ Date 8/24/15

OBM FORM 1
9/2005

PROJECT APPLICATION BUDGET AND DESIGNATION OF APPLICATION MANAGER/ PROJECT MANAGER

PROJECT # _____
CHANGE # _____
PAGE 1 of _____

Federal/State Program Title: Carl D. Perkins Career and Technical Education Act

FROM: TO: Lisa Danley
NH Department of Education
State Office Park South
101 Pleasant Street
Concord, New Hampshire 03301-3860

SAU/RA: 1067

Proposed Project Title: Education on the Inside: A Career and Tech. Ed program for inmates at BCDOC Project Period: 15-Aug-15 to: 30-Jun-16

The following information is required for all projects

PROJECT MANAGER: Tamara McGonagle TITLE: Programs Director
BCDOC 76 County Drive Laconia NH 03246 TELEPHONE: 603-527-5480 ext: 1294
tmcgonagle@belknapcounty.org FAX: 603-527-5489

FINANCIAL CONTACT: Tiffany Seal TELEPHONE: 603-729-1285
Belknap County Accounting Manager FAX: 603-527-5409
tseal@belknapcounty.org

The above named person is designated as Project Manager. I hold the Project Manager responsible for implementing the project in accordance with the approved project, for remaining within the budget limitations, for ensuring that only authorized items required to implement the project are charged to the project, and for initiating request to amend the approved project. No services or supplies will be ordered or charged to the project without written approval of the Project Manager.

THE APPLICANT AGENCY AGREES AND CERTIFIES THAT:

1. This grant will be administered in accordance with the applicable provisions of the following federal laws and regulations:
 - a. Education Department General Administrative Regulations (EDGAR) in Title 34 Code of Federal Regulations (CFR), Parts 74, 75, 76, 77, 79, 80, 82, 85, 86; Civil Rights Regulations in 34 CFR, Parts 100 through 106, and specific program laws and regulations.
 - b. Any amendments in effect on the date of this grant award or to become effective during the project period are incorporated.
2. Grant accounting and financial reporting will be in accordance with New Hampshire Department of Education "Federal Funds Financial Management Manual".
3. Authorized funds will be obligated and expended only for the purpose described in the approved project proposal and budget.
4. Audits will be in compliance with the Single Audit Act Amendments of 1996 (P.L. 104-156) and U.S. Office of Management and Budget (OMB) Circulars.
5. Project approval, if given, will be on the condition that full funding of the Approved Budget and payment by the grantor are contingent upon the availability of a Federal Grant and Appropriation Authority approved by the General Court of New Hampshire or the Governor and Council of this State for this purpose. Neither the State nor the Department of Education shall be liable for payments under this grant except from such funds.

FISCAL AGENT - MAKE CHECKS PAYABLE TO:

APPROVED INDIRECT COST RATE: _____ 0 %

Tiffany Seal Belknap County Accounting Manager
PRINT NAME AND TITLE of SAU SUPERINTENDENT OF SCHOOLS
or RA/CHIEF FINANCIAL OFFICER

TSS 8/24/15 7/23/15
SIGNATURE SAU SUPERINTENDENT OF SCHOOLS DATE
or RA/CHIEF FINANCIAL OFFICER

TYPE OF CHANGE	
BUDGET	
FUND AUTH	
FISCAL AGENT	
OTHER	

Certificate of Authority

I, Richard B. Burchell, Clerk/Secretary of Belknap County do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on August 5, 2015, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

A resolution was made that the County of Belknap, NH, enter into a contract with the New Hampshire Department of Education to provide educational services for the next biennium, August 15, 2015 through June 30, 2016. Adopted in the affirmative.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on May 19, 2010:

Legal Basis – This policy governing the procedure to authorize contracts to be used by Belknap County is written in accordance with NH RSA 28:8.

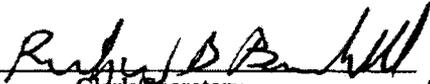
Contracts – In accordance with the Purchasing Procedures, all contracts must be authorized by the County Commissioners with the following exception; Department Heads may authorize contracts with the County for less than \$10,000 which cover no more than one year. A copy of every contract must be kept on file in the Finance Department.

- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

David D. Devoy II	Chairperson
Hunter Taylor	Vice Chairperson
Richard B. Burchell	Clerk

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 5th day of August 2015.

(Corporate Seal if any)

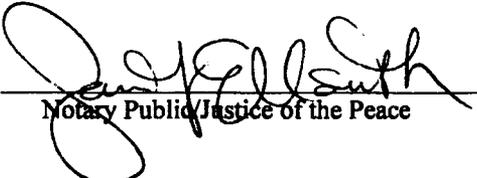

 Clerk/Secretary RBB 8/24/15

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE
COUNTY OF Belknap

On August 5, 2015, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that Richard B. Burchell executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.


 Notary Public/Justice of the Peace

Jamie L. Ellsworth, Notary Public
My Commission Expires October 6, 2015



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Belknap County 34 County Drive Laconia, NH 03246		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
X	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2015	1/1/2016	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
			Date: 7/13/2015 tdenver@nhprimex.org
New Hampshire Department of Education 21 South Fruit Street Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not		
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence		\$
			General Aggregate		\$
			Fire Damage (Any one fire)		\$
			Med Exp (Any one person)		\$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> Statutory		
			Each Accident		\$2,000,000
			Disease – Each Employee		\$2,000,000
			Disease – Policy Limit		\$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
New Hampshire Department of Education 21 South Fruit Street Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 8/31/2015 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Project: Education on the Inside: A Career and Technical Education Program (at Belknap County Department of Corrections)

Location: Belknap County Department of Corrections

Principal Staff: Tamara McGonagle, Programs and Industry Director
Belknap County Department of Corrections
(Salary not paid from this grant)

TAMARA MCGONAGLE

EDUCATION

M.A. in Clinical Mental Health Counseling May, 1998
Lesley University, Cambridge, MA
Merit Scholarship, 1996-1998

B.A. in Performing Arts May, 1993
Johnson State College, Johnson, VT
Performing Arts Merit Scholarship, 1991-1992

CERTIFICATIONS

State of New Hampshire - Guidance Counselor, K-12 -- #70939 (exp: 6/30/2015)
NH Association of Counties - Certified County Correctional Officer -- #1769

PROGRAMS DIRECTOR

Belknap County Department of Corrections May 2010-present
Laconia, NH

- responsible for coordinating/organizing all educational programming for inmates at BCDOC
- coordinates the ADAPT substance abuse program
- responsible for writing and managing all grants that pertain to inmate programming -RSAT, CTE, NH State Council on the Arts, and WFNH
- collaborates and networks with outside mental health agencies and social service providers
- responsible for administering the HiSET and keeping current on all changes to the HiSET program
- responsible for overseeing the Adult Education program and inmates who require ESL tutoring
- coordinates with school districts to insure that inmates who are 21 or younger, and have an IEP or 504, that they continue with their high school education while they are incarcerated
- acts as a liaison between BCDOC and Lakes Region Community College so that inmates who are approved, can continue their education at LRCC
- supervises all volunteers, volunteer tutors/teachers, HiSET instructors, and all grant-funded program instructors
- sits on the classification committee for inmates and assists in determining their classification level and programming needs
- coordinates all outside rehabilitative substance abuse services for inmates
- assists inmates with securing services for when they transition out of BCDOC
- budget preparation for the programs department
- responsible for on-site supervision of interns

COUNSELING EXPERIENCE

Pittsfield Middle High School
Guidance Counselor

August, 2004 – May, 2010
Pittsfield, NH

- counseling students – individually and in groups – needing personal, behavioral, academic, and career/college support and advisement
- crisis counseling, behavioral management, mediation, and substance abuse referrals
- individual and group counseling to IEP and 504 students
- Title IV SADFS grant manager and writer
- administering and coordinating NECAP assessments
- administering the YRBS
- budget preparation for guidance programs
- developed and taught a Career Exploration Class, including networking with community leaders/role models who acted as guest speakers for the class
- placed students in vocational internships
- collaborated with outside mental health and social service providers, referring students and families as necessary
- collaborated with Pittsfield Police Department and Merrimack County Juvenile Probation and Parole Officers
- active member of School Crisis Committee, Drop-out Prevention Committee, Bullying Committee, and PBIS Committee
- supervised mental health counseling interns and school guidance interns

KellCo Academy
Guidance Counselor

Nov., 2003 – August, 2004
Bradford, NH

- developed and implemented individual behavior plans for students
- provided group and individual counseling in a small private school setting for learning disabled, EH and OHI students

CHANCES/Northern Strafford County
Juvenile Court Diversion Program
Program Assistant

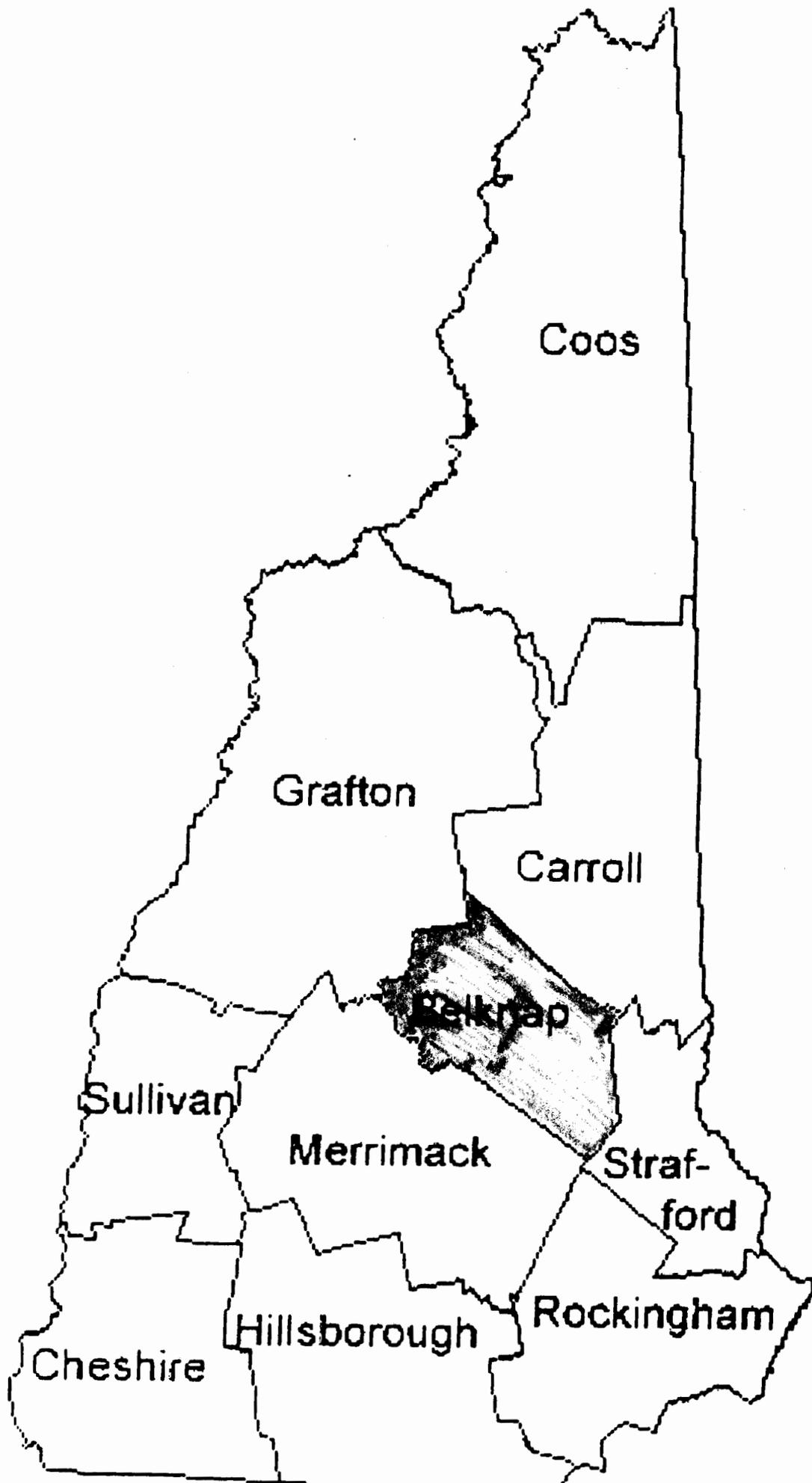
Sept., 2001 – Nov., 2003
Somersworth, NH

- provided case management for court diverted and/or adjudicated youth participating in the CHANCES program
- facilitated psycho-educational groups, including the Challenge course, as well as a weekly group for boys and girls and individual and family therapy
- worked closely with the local police department, local schools, and the Juvenile Probation and Parole Officer (JPPO)

Academy at Swift River
Lead Counselor

Dec., 1998 – Dec., 2000
Cummington, MA

- provided group and individual counseling for at-risk adolescents in a therapeutic boarding school environment for issues such as anger management, violent behaviors, substance abuse and addictions, suicidal ideation, social skills, personal responsibility, academic adjustment, and educational and career planning



Coos

Grafton

Carroll

Belknap

Sullivan

Merrimack

Strafford

Cheshire

Hillsborough

Rockingham