

sgw RB 87



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

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

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 E<sup>3</sup> 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) E<sup>3</sup> 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:

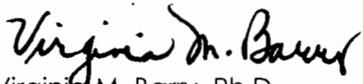
- Design a research plan for examining the internal functioning of the program
- Analyze data obtained from plan for internal and external distribution.
- Design a research plan for examining the desired outcomes the program participants
- Analyze data obtained from research plan for internal and external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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
September 22, 2016  
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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 E<sup>3</sup> 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

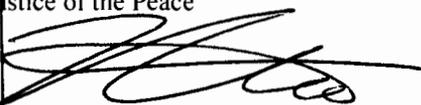
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. 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>Middlesex</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. Molatye</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

Contractor Initials NVS  
Date 9/21/16

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.

Contractor Initials NB  
Date 9/21/16

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.

Evaluation Consultant RFP Rubric	Organization	Reviewer	Letter of Interest ___/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.	5.0 Minimum Requirements (Yes/No) Education: Master's degree 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.	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, including, but not limited to, data analysis, facilitation, collaboration, presentations, report writing, and product development	Content knowledge in the Priority Areas (Evaluation, Teen Fatherhood, New Hampshire Education System)	
	Nancy Brigham Associates	Deb Fleurant		5 Yes	20	15	20	20	80
		Richard Feistman		5 Yes	25	25	25	20	100
		Total							90
	Ed Partners	Richard Feistman		5 Yes	15	15	25	15	75
		Deb Fleurant		5 Yes	15	15	25	15	75
		Total							75
	Summary 360 (Late Submission)	Richard Feistman		5 Yes	15	15	25	15	75
		Deb Fleurant		5 Yes	25	25	25	20	100
		Total							87.5

The RFP Review panels consisted of the 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 working with 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 <sup>1</sup>		\$ 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

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<sup>1</sup> 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 E<sup>3</sup> 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 E<sup>3</sup> 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

E<sup>3</sup> 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: 72 / 105

Date: 2/26/16

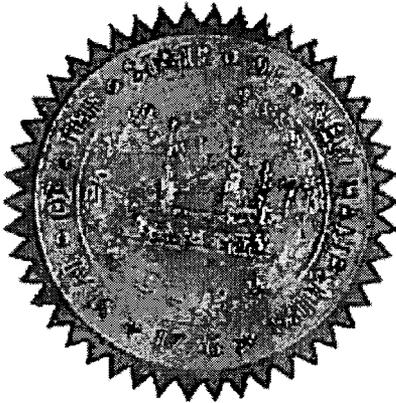
Richard Feistman<sup>+</sup>  
Reviewer Name (Print) Team

  
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 25<sup>th</sup> 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 E<sup>3</sup> 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.

<b>PRODUCER:</b> Name: Richard F. Jones Jr., Agent/Broker Address: 3130 Broadway City, State Zip: Kansas City, Missouri 64111	<b>POLICY NO.:</b> 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.

<b>Private Educators Professional Liability (Claims Made)</b>  <b>Limit of Liability:</b> \$ 1,000,000.00 Per Claim Limit of Liability \$ 3,000,000.00 Aggregate Limit for all Claims <b>Deductible:</b> \$ 1,000.00	<b>Off Premises Liability</b>  <b>Limit of Liability:</b> \$ Per Claim Limit of Liability \$ Aggregate Limit for all Claims <b>Deductible:</b> \$
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<b>CERTIFICATE HOLDER</b> NEW HAMPSHIRE DEPT OF ED 101 PLEASANT ST CONCORD NH 03301	<b>Cancellation:</b> In the event the above described policy is cancelled before the expiration date shown above, notice of; b 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